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) August 6, 2012

Constellation Brands, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-08495**	**16-0716709**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

207 High Point Drive, Building 100, Victor, NY 14564
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (585) 678-7100

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ 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.

Underwriting Agreement

On August 6, 2012, Constellation Brands, Inc., a Delaware corporation (the "Company"), and certain subsidiary guarantors (the "Guarantors") entered into an underwriting agreement (the "Underwriting Agreement") with Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc., Wells Fargo Securities, LLC, HSBC Securities (USA) Inc. and Mitsubishi UFJ Securities (USA), Inc. (the "Underwriters") for the sale by the Company of $650.0 million aggregate principal amount of 4.625% Senior Notes due 2023 (the "Notes") for a public offering price of 100% of the principal amount of the Notes plus accrued interest, if any, from and including August 14, 2012. The offering is being made by a prospectus and prospectus supplement, each dated August 6, 2012 and together filed with the Securities and Exchange Commission ("SEC") on August 7, 2012. The Underwriters will purchase the Notes from the Company at 98.75% of their principal amount.

The offering is scheduled to close on August 14, 2012, subject to customary closing conditions and the completion of an amendment and restatement of the Company's senior credit facility (as discussed below). The Company intends to use the net proceeds from the offering of the Notes, together with additional borrowings drawn under the Company's Restated 2012 Credit Agreement (as defined and described below) and available cash, to finance the Company's previously announced pending acquisition of the 50% membership interest in Crown Imports LLC not already owned by the Company (the "Crown Acquisition") or, if the Company is unable to finance the entire Crown Acquisition, towards the purchase of at least one-half of the 50% membership interest the Company does not already own (the "Alternate Crown Acquisition"). The Company described the material terms of the Crown Acquisition and the Alternate Crown Acquisition under the caption "Membership Interest Purchase Agreement" in Item 1.01 of its Current Report on Form 8-K filed on July 2, 2012 (the "Crown Form 8-K"), and incorporates that description herein by this reference.

The Notes will be issued under an Indenture dated as of April 17, 2012 (the "Base Indenture") (as supplemented by Supplemental Indenture No. 2 thereto to be dated as of August 14, 2012 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture")) among the Company, the Guarantors, and Manufacturers and Traders Trust Company ("M&T"), as trustee (the "Trustee"). Upon the closing of the issuance of the Notes, the Company will enter into an escrow agreement to be dated as of August 14, 2012 (the "Escrow Agreement") with M&T, in its capacity as Trustee, and M&T, as escrow agent and securities intermediary, pursuant to which an amount equal to 100% of the principal amount of the Notes will be placed into an escrow account, which account will be pledged to the trustee for the benefit of the holders of the Notes for so long as the proceeds remain in escrow. The escrowed funds will be released to fund a portion of the Crown Acquisition or the Alternate Crown Acquisition. If, however, the Membership Interest Purchase Agreement relating to the Crown Acquisition is terminated and the transactions contemplated thereby are abandoned or if neither the Crown Acquisition nor the Alternate Crown Acquisition has been consummated on or prior to December 30, 2013, all of the Notes will be redeemed at a price equal to 100% of the principal amount thereof, together with accrued and unpaid interest to the date of the special mandatory redemption.

As described further below, the Underwriters and their affiliates have performed and may in the future perform various investment banking, brokerage, commercial banking and advisory services for the Company from time to time for which they have received or will receive customary fees and expenses. Affiliates of the Underwriters are lenders under the Bridge Facility (as defined below) and the Restated 2012 Credit Agreement. Affiliates of certain of the Underwriters are lenders under certain credit facilities with a Sands family investment vehicle that, because of its relationship with members of the Sands family, is an affiliate of the Company. Such credit facilities are secured by pledges of shares of class A common stock of the Company, class B common stock of the Company, or a combination thereof. The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments the Underwriters may be required to make because of any of those liabilities.

The description above related to the Notes is a summary and is qualified in its entirety by the Underwriting Agreement, which is filed herewith as Exhibit 1.1 and incorporated by reference herein and as an exhibit to the Company's registration statement on Form S-3 (File No. 333-179266) filed with the SEC on January 31, 2012 (the "Form S-3"). The form of Supplemental Indenture (which includes the forms of the Notes and the Guarantees

thereof of the Guarantors), a legal opinion of McDermott Will & Emery LLP and a Statement of Computation of Ratio of Earnings to Fixed Charges, are filed herewith, as Exhibits 4.1, 5.1 and 12.1, respectively, for incorporation as exhibits into the Form S-3.

Restated 2012 Credit Agreement

On August 8, 2012 (the "Restatement Date"), the Company, Bank of America, N.A., as administrative agent (the "Administrative Agent"), and certain other lenders (all such parties other than the Company are collectively referred to as the "Lenders") entered into a Restatement Agreement (the "Restatement Agreement") that amended and restated the Credit Agreement dated as of May 3, 2012, among the Company, Bank of America, N.A., as administrative agent, and the other lenders thereto (the "2012 Credit Agreement" and, as amended and restated by the Restatement Agreement, the "Restated 2012 Credit Agreement"). The Restatement Agreement was entered into by the Company to arrange a portion of the debt to finance the Crown Acquisition and to facilitate the issuance of the Notes and the escrow arrangement (as further described below). By entering into the Restatement Agreement, the Company satisfied one of the conditions to closing the offering of Notes described above. The Company described the material terms of the 2012 Credit Agreement and related matters in Item 1.01 of its Current Report on Form 8-K filed on May 9, 2012, and incorporates that description herein by this reference, appropriately modified as set forth below.

The principal change to the 2012 Credit Agreement effected by the Restated 2012 Credit Agreement was the creation of a $575.0 million delayed draw term loan facility maturing on August 8, 2017 (the "Term A-2 Facility"). The obligation of the relevant Lenders to make loans pursuant to the Term A-2 Facility ("Term A-2 Loans") is subject to limited conditions, including: (i) the Crown Acquisition having closed (or closing concurrently with the making of the Term A-2 Loans) without a material adverse change in its terms, (ii) certain limited representations and warranties made by the Company being true and correct in all material respects on the date the Term A-2 Loans are made (the "Term A-2 Closing Date"), (iii) the delivery of a certificate attesting to the solvency of the Company and its subsidiaries, taken as a whole, (iv) the delivery of a borrowing request, notes and certain other customary documentation, and (v) the Company having paid all fees and expenses due to the Lenders and certain of their affiliates in connection with financing activities relating to the Crown Acquisition. An event of default under the Restated 2012 Credit Agreement will not provide a basis for the relevant Lenders to cancel their commitments to make the Term A-2 Loans or to fund the Term A-2 Loans if the closing conditions are satisfied.

The proceeds of the Term A-2 Loans, if any, will be used to finance the Crown Acquisition and related expenses. The Term A-2 Loans will be repaid in quarterly payments of principal equal to (i) until September 1, 2014, 1.25% of the original aggregate principal amount of the Term A-2 Loans, and (ii) thereafter, 2.50% of the original aggregate principal amount of the Term A-2 Loans, with the balance payable on August 8, 2017. The rate of interest payable on the Term A-2 Loans, at the Company's option, will be equal to (i) LIBOR plus a margin, or (ii) the highest of the federal funds base rate plus 0.50%, the prime rate, and LIBOR plus 1.00% (the "Base Rate"), plus a margin. The margin is adjustable based upon the Company's debt ratio, as defined in the Restated 2012 Credit Agreement, and is between 1.25% and 2.25% for LIBOR borrowings and 0.25% and 1.25% for Base Rate borrowings. The Company is obligated to pay commitment fees to each Lender committed to make Term A-2 Loans (the "Term A-2 Lenders") with respect to the period from the Restatement Date until the earlier of the Term A-2 Closing Date or the termination of the commitments with respect to the Term A-2 Facility. Such commitment fees are payable on the daily amount of the commitment of each such Lender at rates starting at 0.50% per annum and escalating to 1.25% per annum. The Company also paid an upfront fee to the Administrative Agent for the account of the Term A-2 Lenders.

In addition to establishing the Term A-2 Facility, the Restated 2012 Credit Agreement added provisions to the 2012 Credit Agreement to facilitate the issuance of the Notes and the escrow arrangement by providing, generally, for the issuance of debt securities to finance a portion of the Crown Acquisition or the Alternate Crown Acquisition and related expenses. The Restated 2012 Credit Agreement provides that if the proceeds of the Notes are placed in escrow (the "Escrow Securities") for purposes of redeeming the Notes if the Crown Acquisition or the Alternate Crown Acquisition is not completed by December 30, 2013: (i) any interest expense attributable to Escrow Securities will be excluded from "Consolidated Interest Expense" (as defined in the Restated 2012 Credit Agreement), (ii) the principal amount of the Escrow Securities will be excluded from "Consolidated Total Indebtedness" (as defined in the Restated 2012 Credit Agreement), (iii) the Escrow Securities may be redeemed and prepaid with the amounts held by the escrow agent if the Crown Acquisition or the Alternate Crown Acquisition is not consummated, and (iv) liens are permitted on amounts deposited with the escrow agent with respect to the

Escrow Securities. Once the proceeds from the Escrow Securities are released to the Company for purposes of the Crown Acquisition or the Alternate Crown Acquisition, the debt securities then being treated as Escrow Securities will cease to be treated as Escrow Securities for purposes of the Restated 2012 Credit Agreement. The Restated 2012 Credit Agreement also permits the prepayment of Bridge B Loans as defined in the Bridge Facility described in Item 8.01.

The Restated 2012 Credit Agreement also adjusted the maximum aggregate amount by which the Company may elect, subject to the willingness of existing or new lenders to fund such increase or term loans and other customary conditions, to increase the Lenders' revolving credit commitments or add one or more tranches of additional term loans, other than term loans the proceeds of which are applied to repay existing term loans (the "Incremental Facilities Cap"). The Incremental Facilities Cap was reduced from $750.0 million to $500.0 million until the Term A-2 Closing Date. After the Term A-2 Closing Date, the Incremental Facilities Cap will be $750.0 million minus the amount by which the aggregate initial principal amount of the Term A-2 Loans exceeds $325.0 million, if any. If the Term A-2 Loans are never borrowed and the commitments for the Term A-2 Facility are terminated, the Incremental Facilities Cap will revert to $750.0 million.

As of August 8, 2012, under the Restated 2012 Credit Agreement, the Company had no outstanding revolving credit loans, no outstanding swingline loans, term A facility loans of $550.0 million aggregate principal amount bearing an interest rate of LIBOR plus a margin of 1.75%, term A-1 facility loans of $250.0 million aggregate principal amount bearing an interest rate of LIBOR plus a margin of 2.00%, no outstanding Term A-2 Loans, issued and outstanding letters of credit of approximately $15.4 million, no outstanding incremental term loans, and approximately $834.6 million principal amount in revolving loans available to be drawn. In addition to the Term A-2 Loans, the Company currently intends to use up to $650.0 million of borrowings under the revolving credit facility to fund the remaining portion of the Crown Acquisition.

Also on August 8, 2012, the subsidiaries of the Company who were then guarantors of the obligations under the 2012 Credit Agreement (the "Guarantors") entered into a Guarantor Consent and Reaffirmation (the "Guarantor Consent") pursuant to which the Guarantors consented to the Restatement Agreement and reaffirmed their guarantees with respect to the Restated 2012 Credit Agreement.

Certain of the Lenders (who are also affiliates of the Underwriters) are the Bridge Lenders (as defined in Item 8.01), and the Administrative Agent is the administrative agent under the Bridge Facility. Certain of the Lenders, the Administrative Agent and their affiliates have performed, and may in the future perform, various commercial banking, investment banking, brokerage and advisory services for the Company and its subsidiaries for which they have received, and will receive, customary fees and expenses. Without limiting the generality of the foregoing, in connection with the financing activities relating to the Crown Acquisition, including the issuance of the Notes: (i) certain of the Lenders and their affiliates and the Company have entered into an engagement letter with respect to the syndication of certain loan facilities and various fee letters, (ii) the Administrative Agent, one of its affiliates and the Company have entered into an administrative agency letter, and (iii) certain affiliates of certain of the Lenders and the Company have entered into an engagement letter with respect to the offering of the Notes and served as the Underwriters. One of the Lenders, M&T, is the trustee under the Base Indenture and Supplemental Indenture No. 1 thereto, dated as of April 17, 2012, between the Company and M&T, as trustee, under which the Company has issued $600,000,000 aggregate principal amount of 6% Senior Notes due 2022. In addition and as described above, M&T will serve as Trustee with respect the Notes and as escrow agent and securities intermediary under the Escrow Agreement. Certain of the Lenders (who are also affiliates of certain of the Underwriters) are lenders under certain credit facilities to a Sands family investment vehicle that, because of its relationship with members of the Sands family, is an affiliate of the Company. Such credit facilities are secured by pledges of shares of class A common stock of the Company, class B common stock of the Company, or a combination thereof. In addition, one of the Company's executive officers is a member of the boards of directors of one of the Lenders and certain of its affiliates.

The description above related to the Restated 2012 Credit Agreement and the Guarantor Consent is a summary and is qualified in its entirety by the Restated 2012 Credit Agreement and the Guarantor Consent, as applicable, which are respectively filed herewith as Exhibit 4.2 and Exhibit 10.1 and incorporated by reference herein.

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

The disclosure under the heading "Restated 2012 Credit Agreement" in Item 1.01 is incorporated by reference herein.

Item 8.01. Other Events.

On July 18, 2012, the Company, Bank of America, N.A., as administrative agent, and certain other lenders (all such parties other than the Company are collectively referred to as the "Bridge Lenders") entered into an Amended and Restated Interim Loan Agreement (the "Bridge Facility") that amended and restated the Interim Loan Agreement, dated as of June 28, 2012, among the Company, Bank of America, N.A., as administrative agent, and JPMorgan Chase Bank, N.A. (the "Original Bridge Facility"). The Company described the material terms of the Original Bridge Facility under the caption "Interim Loan Agreement" in Item 1.01 of the Crown Form 8-K, and incorporates that description herein by this reference. The purpose of entering into the Bridge Facility was to add additional Bridge Lenders who were not parties to the Original Bridge Facility and to allocate the lending commitments under the Original Bridge Facility among the Bridge Lenders. The foregoing description of the Bridge Facility is qualified in its entirety by the terms of the Bridge Facility, which is attached hereto as Exhibit 4.3 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

Not applicable.

(b) Pro forma financial information.

Not applicable.

(c) Shell company transactions.

Not applicable.

(d) Exhibits.

The following exhibits are filed as part of this Current Report on Form 8-K:

Exhibit No.	Description
1.1	Underwriting Agreement, dated August 6, 2012, among the Company, the Guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc., Wells Fargo Securities, LLC, HSBC Securities (USA) Inc. and Mitsubishi UFJ Securities (USA), Inc.
4.1	Form of Supplemental Indenture No. 2 among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee.
4.2	Restatement Agreement, dated as of August 8, 2012, among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto, including Amended and Restated Credit Agreement dated as of August 8, 2012, among the Company, Bank of America, N.A., as administrative agent, and the Lenders party thereto.
4.3	Amended and Restated Interim Loan Agreement, dated as of July 18, 2012, among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto.
5.1	Opinion of McDermott Will & Emery LLP dated August 10, 2012.

10.1 Guarantor Consent and Reaffirmation dated as of August 8, 2012, made by the subsidiaries of the Company from time to time party thereto in favor of Bank of America, N.A., as administrative agent, for the ratable benefit of the lenders.

12.1 Statement of Computation of Ratio of Earnings to Fixed Charges.

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.

CONSTELLATION BRANDS, INC.

Dated: August 10, 2012

By: /s/ ROBERT RYDER
Robert Ryder
Executive Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

Exhibit No.	Description
(1)	UNDERWRITING AGREEMENT
(1.1)	Underwriting Agreement, dated August 6, 2012, among the Company, the Guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc., Wells Fargo Securities, LLC, HSBC Securities (USA) Inc. and Mitsubishi UFJ Securities (USA), Inc.
(2)	PLAN OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCCESSION
	Not Applicable.
(3)	ARTICLES OF INCORPORATION AND BYLAWS
	Not Applicable.
(4)	INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES
(4.1)	Form of Supplemental Indenture No. 2 among the Company, as Issuer, certain subsidiaries, as Guarantors, and Manufacturers and Traders Trust Company, as Trustee.
(4.2)	Restatement Agreement, dated as of August 8, 2012, among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto, including Amended and Restated Credit Agreement dated as of August 8, 2012, among the Company, Bank of America, N.A., as administrative agent, and the Lenders party thereto.
(4.3)	Amended and Restated Interim Loan Agreement, dated as of July 18, 2012, among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto.
(5)	OPINION REGARDING LEGALITY
(5.1)	Opinion of McDermott Will & Emery LLP dated August 10, 2012.
(7)	CORRESPONDENCE FROM AN INDEPENDENT ACCOUNTANT REGARDING NON-RELIANCE ON A PREVIOUSLY ISSUED AUDIT REPORT OR COMPLETED INTERIM REVIEW
(10)	MATERIAL CONTRACTS
(10.1)	Guarantor Consent and Reaffirmation dated as of August 8, 2012, made by the subsidiaries of the Company from time to time party thereto in favor of Bank of America, N.A., as administrative agent, for the ratable benefit of the lenders.
(12)	STATEMENTS REGARDING COMPUTATION OF RATIOS
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges.
(14)	CODE OF ETHICS
	Not Applicable.

(16) LETTER RE CHANGE IN CERTIFYING ACCOUNTANT

Not Applicable.

(17) CORRESPONDENCE ON DEPARTURE OF DIRECTOR

Not Applicable.

(20) OTHER DOCUMENTS OR STATEMENTS TO SECURITY HOLDERS

Not Applicable.

(23) CONSENTS OF EXPERTS AND COUNSEL

Not Applicable.

(24) POWER OF ATTORNEY

Not Applicable.

(99) ADDITIONAL EXHIBITS

Not Applicable.

(100) XBRL-RELATED DOCUMENTS

Not Applicable.

(101) INTERACTIVE DATA FILE

Not Applicable.

Exhibit 1.1

Constellation Brands, Inc.

4.625% Senior Notes Due 2023
Underwriting Agreement

New York, New York
August 6, 2012

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
J.P. Morgan Securities LLC
As Representatives of the Underwriters
named in Schedule II hereto
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, NY 10036

Ladies and Gentlemen:

Constellation Brands, Inc., a corporation organized under the laws of Delaware (the "Company"), proposes to sell to the several underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, the principal amount of its securities identified in Schedule I hereto (the "Notes"), to be issued under an Indenture, dated as of April 17, 2012 (the "Base Indenture"), among the Company, the Guarantors (as defined below) and Manufacturers and Traders Trust Company, as trustee (the "Trustee") and Supplemental Indenture No. 2 (the "Supplemental Indenture" and together with the Base Indenture and Supplemental Indenture No. 1, dated as of April 17, 2012, the "Indenture") to be dated as of August 14, 2012 among the Company, the Guarantors and the Trustee. Pursuant to the terms of the Indenture, the holders of Notes will be entitled to the benefit of guarantees (the "Guarantees" and together with the Notes, the "Securities") from each of the subsidiaries of the Company listed on the signature pages hereto (the "Guarantors" and together with the Company, the "Issuers"). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Ef-

fective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 20 hereof.

On or prior to the Closing Date, the Company will enter into an escrow agreement (the "Escrow Agreement") with the Trustee and an escrow agent (the "Escrow Agent"), pursuant to which the Company will deposit with the Escrow Agent the net proceeds received by the Issuers from the offering of the Securities sold pursuant to this Agreement on the Closing Date together with an additional amount equal to the difference between 100% of the principal amount of the Securities and such net proceeds (collectively, with any other property from time to time held by the Escrow Agent, the "Escrow Property"). The Escrow Property will be held by the Escrow Agent in an escrow account (the "Escrow Account") in accordance with the terms and provisions set forth in the Escrow Agreement, and released in accordance with the Escrow Agreement.

1. Representations and Warranties. Each Issuer, jointly and severally, represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Issuers meet the requirements for use of Form S-3 and to incorporate documents by reference under the Act and have prepared and filed with the Commission on January 31, 2012 an automatic shelf registration statement, as defined in Rule 405 (the file number of which is set forth in Schedule I hereto) on Form S-3 (File No. 333-179266), including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities, and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering has been initiated or threatened by the Commission. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more preliminary prospectus supplements relating to the Securities, each of which has previously been furnished to you. The Company will file with the Commission a final prospectus supplement relating to the Securities in accordance with Rule 424(b). As filed, such final prospectus supplement shall contain all information required by the Act and the rules thereunder, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and on the Closing Date the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(c) (i) The Disclosure Package and (ii) each electronic "road show" (as defined in Rule 433) relating to the offering of the Securities that is a "written communication" under Rule 405 (each, an "Electronic Road Show"), when taken together as a whole with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a "well-known seasoned issuer" as defined in Rule 405. The Company agrees to pay any unpaid fees required by the Commission relating to the Securities within the time

required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), no Issuer was or is an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that any Issuer be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(g) The Company and each of its consolidated subsidiaries (the "Subsidiaries") have been duly incorporated or otherwise formed or organized and are validly existing as corporations, limited liability companies, partnerships or other forms of entities, as the case may be, in good standing under the laws of their respective jurisdictions of incorporation, formation or organization, with full power and authority (including, as applicable, corporate and other) to own their properties and conduct their respective businesses as described in the Disclosure Package and the Final Prospectus and are duly qualified to transact business as foreign corporations (or other applicable form of entity) in good standing under the laws of each jurisdiction where the ownership or leasing of their respective properties or the conduct of their respective businesses require such qualification, except where the failure to be so qualified or in good standing (either in a foreign jurisdiction or a jurisdiction of a company's incorporation or organization) would not have a material adverse effect on the business, management, condition (financial or otherwise), results of operations or business prospects of the Company and its Subsidiaries considered as a whole (a "Material Adverse Effect"); the Company had at the dates indicated an authorized capitalization as set forth in the Disclosure Package and the Final Prospectus, and the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable, and the outstanding shares of capital stock or other ownership interests of each of the Company's Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable (to the extent applicable) and (except for directors' qualifying shares) are owned beneficially by the Company free and clear of all liens, encumbrances, equities and claims (collectively, "Liens") except for the Liens securing the Company's Credit Agreement, dated as of May 3, 2012 (the "Credit Agreement"), including as may be amended or amended and restated prior to the Closing Date in order to, among other things, permit the liens on the Escrow Property (any such amendment and restatement being herein referred to as the "Credit Agreement

Amendment") and any other Liens that are not material and except as described in the Disclosure Package and the Final Prospectus. Neither the Company nor any of the Guarantors is in violation of its respective charter, bylaws or other formation or organizational documents and neither the Company nor any of the Guarantors is in default (nor has an event occurred with notice, lapse of time or both that would constitute a default) in the performance of any obligation, agreement or condition contained in any agreement, lease, indenture or instrument of the Company or any Guarantor where such violation or default would have a Material Adverse Effect.

(h) The Issuers have full power and authority to enter into this Agreement and the Indenture and to issue, sell and deliver the Notes, in the case of the Company, and the Guarantees, in the case of the Guarantors, to be sold by them to the Underwriters as provided herein and therein. The execution, delivery and performance of this Agreement, the Indenture and the Securities by the Company and the Guarantors, as the case may be, the consummation by the Company and the Guarantors of the transactions contemplated hereby and thereby, the granting of the security interests in the Escrow Account and the Escrow Property and the consummation of the other transactions contemplated by the Disclosure Package and the Final Prospectus, do not and will not conflict with or result in a breach or violation by the Company or any Subsidiary, as the case may be, of any of the terms or provisions of, constitute a default by the Company or any Subsidiary, as the case may be, under, or result in the creation or imposition of any Lien (other than Liens created pursuant to the Escrow Agreement) upon any of the assets of the Company or any Subsidiary pursuant to the terms of, (A) the Credit Agreement, as amended by the Credit Agreement Amendment, or any other indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any Subsidiary is a party or to which any of them or any of their respective properties is subject, (B) the charter, or bylaws or other formation or organizational documents of the Company or any Subsidiary or (C) any statute, judgment, decree, order, rule or regulation of any foreign or domestic court, governmental agency or regulatory agency or body having jurisdiction over the Company or any of the Subsidiaries or any of their respective properties or assets except, with respect to clauses (A) and (C) of this Section 1(h), for any conflict, breach, violation, default or Liens that would not have a Material Adverse Effect.

(i) The execution and delivery of the Base Indenture has been duly authorized by all necessary corporate or other action of the Issuers, has been duly executed and delivered in accordance with its terms by each party thereto and is a legal, valid and binding agreement of the Issuers, enforceable against the Issuers in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws relating to creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether such enforcement may be sought in a proceeding in equity or at law). The execution and delivery of the Supplemental Indenture has been duly authorized by all necessary corporate or other action of the Issuers and, when the Supplemental Indenture has been duly executed and delivered in accordance with its terms by each party thereto, the Indenture will be a legal, valid and binding agreement of the Issuers, enforceable against the Issuers in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws relating to creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether such enforcement may be sought in a

proceeding in equity or at law). The issuance, execution and delivery of the Notes has been duly authorized by all necessary corporate or other action of the Company and, when executed, issued and delivered by the Company and authenticated by the Trustee and paid for in accordance with this Agreement, will be the legal, valid, binding and enforceable obligations of the Company, entitled to the benefits of the Indenture subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether such enforcement may be sought in a proceeding in equity or at law). The issuance, execution and delivery of the Guarantees have been duly authorized by all necessary corporate or other action of each Guarantor and, when executed, issued and delivered by each Guarantor and when the Notes are authenticated by the Trustee and paid for in accordance with this Agreement, will be the legal, valid, binding and enforceable obligations of each Guarantor, entitled to the benefits of the Indenture subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether such enforcement may be sought in a proceeding in equity or at law). The execution and delivery of this Agreement by the Issuers has been duly authorized by all necessary corporate or other action, and this Agreement has been duly executed and delivered by the Issuers and is the valid and legally binding agreement of each of the Issuers. The Securities and the Indenture conform in all material respects to the descriptions thereof in the Disclosure Package and the Final Prospectus under the heading "Description of the Notes and the Guarantees."

(j) Except as described or referred to in the Disclosure Package and the Final Prospectus, there is not pending, or to the knowledge of the Issuers threatened, any action, suit, proceeding, inquiry or investigation to which the Company or any of the Subsidiaries is a party, or to which the property of the Company or any of the Subsidiaries is subject, before or brought by any court or governmental agency or body, which, if determined adversely to the Company or any of the Subsidiaries, would reasonably be expected, individually or in the aggregate to result in a Material Adverse Effect or materially adversely affect the consummation of the offering of the Securities pursuant to this Agreement; and all pending legal or governmental proceedings to which the Company or any of the Subsidiaries is a party or that affect any of their respective properties that are not described in the Disclosure Package and the Final Prospectus, including ordinary routine litigation incidental to the business, would not reasonably be expected, in the aggregate, to result in a Material Adverse Effect.

(k) KPMG LLP are independent registered public accountants with respect to the Company and its consolidated Subsidiaries within the meaning of the Act and the applicable rules and regulations thereunder and the rules and regulations of the Public Company Accounting Oversight Board. The historical financial statements (including the related notes) of the Company incorporated by reference in the Disclosure Package and the Final Prospectus comply as to form in all material respects with the requirements applicable to a registration statement on Form S-3 under the Securities Act; such historical financial statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP") consistently applied throughout the periods covered thereby and fairly present the financial position of the Company at the respective

dates indicated and the results of its operations, statements of changes in stockholders' equity and cash flows for the respective periods indicated. The financial information contained in or incorporated by reference in the Disclosure Package and the Final Prospectus and relating to the Company and its Subsidiaries is derived from the accounting records of the Company and its Subsidiaries and fairly presents in all material respects the information purported to be shown thereby. The other historical financial and statistical information and data included in the Disclosure Package or the Final Prospectus fairly presents, in all material respects, the information purported to be shown thereby. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Base Prospectus, Preliminary Prospectus and the Final Prospectus have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(l) Except as described in or contemplated by the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto), (i) neither the Company nor any of the Subsidiaries has sustained any loss or interference with its business or properties from fire, flood, hurricane, accident or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree which would have a Material Adverse Effect; (ii) there has not been any change in the capital stock of the Company (other than as a result of awards, grants, exercises, vesting, forfeitures and other events involving or relating to Class A Common Stock and Class 1 Common Stock of the Company pursuant to the Company's Long-Term Stock Incentive Plan, as amended, or the Company's Incentive Stock Option Plan, as amended; any purchases under the Company's 1989 Employee Stock Purchase Plan, as amended, or under the Company's UK Sharesave Scheme, as amended; any repurchases by the Company of its common stock under its stock repurchase programs; or as a result of the conversion of the Company's Class B Common Stock or Class 1 Common Stock into Class A Common Stock) or any material change in the consolidated long-term debt of the Company and (iii) there has not been any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, condition (financial or otherwise), prospects or operations of the Company and the Subsidiaries taken as a whole.

(m) The Company and each of the Subsidiaries have good and marketable title to all properties and assets, as described in the Disclosure Package and the Final Prospectus as owned by them free and clear of all Liens, except for Liens securing the Credit Agreement, as amended by the Credit Agreement Amendment, and other immaterial Liens and except for such Liens as are described in the Disclosure Package and the Final Prospectus or do not interfere with the use made and proposed to be made of such properties by the Company and the Subsidiaries and would not individually or in the aggregate result in a Material Adverse Effect; and all of the leases and subleases material to the business of the Company and the Subsidiaries taken as a whole, and under which the Company or any of the Subsidiaries holds properties described in the Disclosure Package and the Final Prospectus, are in full force and effect and neither the Company nor any of the Subsidiaries has any notice of any claims of any sort that have been asserted by anyone adverse to the rights of the Company or any of the Subsidiaries under such leases or subleases, or affecting or questioning the rights of the Company or any of the Subsidiar-

ies to the continued possession of the leased or subleased premises under any such lease or sublease, which claims would have a Material Adverse Effect.

(n) Each of the Company and the Subsidiaries owns or possesses all governmental and other licenses, permits, certificates, consents, orders, approvals and other authorizations necessary to own, lease and operate its properties and to conduct its business as presently conducted by it and described in the Disclosure Package and the Final Prospectus, except where the failure to own or possess such licenses, permits, certificates, consents, orders, approvals and other authorizations would not, individually or in the aggregate, have a Material Adverse Effect (collectively, the "Material Licenses"); all of the Material Licenses are valid and in full force and effect, except where the invalidity of such Material License or the failure of such Material License to be in full force and effect would not, individually or in the aggregate, have a Material Adverse Effect; and none of the Company or any of its Subsidiaries has received any notice of proceedings relating to revocation or modification of any such Material Licenses which would, individually or in the aggregate, have a Material Adverse Effect. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any governmental agency or body is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, other than such as have been already obtained or may be required under (i) the Securities Act or regulations thereunder, (ii) the securities or Blue Sky laws of any state or non-U.S. jurisdiction, or (iii) the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA").

(o) Each of the Company and its Subsidiaries owns or possesses, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, trademarks, service marks, trade names and know-how (including trade secrets and other patentable and/or unpatentable proprietary or confidential information or procedures) (collectively, "intellectual property") necessary to carry on its business as presently operated by it, except where the failure to own or possess or have the ability to acquire any such intellectual property would not, individually or in the aggregate, have a Material Adverse Effect; and none of the Company or any of its Subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any intellectual property or of any facts which would render any intellectual property invalid or inadequate to protect the interest of the Company or any of its Subsidiaries therein and which infringement or conflict would have a Material Adverse Effect.

(p) None of the Company or any of its Subsidiaries has taken, or will take, directly or indirectly, any action designed to, or that might be reasonably expected to, cause or result in stabilization or manipulation of the price of the Securities.

(q) No holder (other than the Company or any of its Subsidiaries) of any securities of the Company or any of its Subsidiaries is entitled to have such securities included in the Registration Statement in connection with the offering of the Securities.

(r) None of the Company or any of its Subsidiaries is or after giving effect to the use of proceeds will be an investment company required to be registered under the Investment Company Act of 1940, as amended.

(s) The Company and its Subsidiaries carry or are entitled to the benefits of insurance, with financially sound insurers, in such amounts and covering such risks as is generally maintained by companies engaged in the same or similar business, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of its Subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect.

(t) Except as described in the Disclosure Package and the Final Prospectus, the Company and its Subsidiaries comply in all material respects with all Environmental Laws (as defined below), except to the extent that failure to comply with such Environmental Laws would not individually or in the aggregate have a Material Adverse Effect. None of the Company or any of its Subsidiaries is the subject of any pending or, to the knowledge of any of the Issuers, threatened foreign, federal, state or local investigation evaluating whether any remedial action by the Company or any of its Subsidiaries is needed to respond to a release of any Hazardous Materials (as defined below) into the environment, resulting from the Company's or any of its Subsidiaries' business operations or ownership or possession of any of their properties or assets or is in contravention of any Environmental Law that would, individually or in the aggregate, have a Material Adverse Effect. None of the Company or any of its Subsidiaries has received any notice or claim, nor are there pending or, to the knowledge of any of the Issuers, threatened lawsuits against them, with respect to violations of an Environmental Law or in connection with any release of any Hazardous Material into the environment that would have a Material Adverse Effect. As used herein, "Environmental Laws" means any foreign, federal, state or local law or regulation applicable to the Company's or any of its Subsidiaries' business operations or ownership or possession of any of their properties or assets relating to environmental matters, and "Hazardous Materials" means those substances that are regulated by or form the basis of liability under any Environmental Laws.

(u) No relationship, direct or indirect, exists between or among the Company and its Subsidiaries on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company on the other hand, which is required to be described in the Disclosure Package or the Final Prospectus that is not so described.

(v) No labor problem exists with the employees of the Company or any of its Subsidiaries or, to the knowledge of the Issuers, is imminent that, in either case, would have a Material Adverse Effect.

(w) Except as disclosed in the Disclosure Package and the Final Prospectus, all United States federal income tax returns of the Company and its Subsidiaries required by law to be filed have been filed (taking into account extensions granted by the applicable federal governmental agency), except insofar as the failure to file such returns would not

individually or in the aggregate result in a Material Adverse Effect, and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided and except for such taxes the payment of which would not individually or in the aggregate result in a Material Adverse Effect. All foreign tax returns and other corporate franchise and income tax returns of the Company and its Subsidiaries required to be filed pursuant to applicable foreign, federal, state or local laws have been filed (taking into account extensions granted by the applicable governmental agency), except insofar as the failure to file such returns would not individually or in the aggregate result in a Material Adverse Effect, and all taxes shown on such returns or otherwise assessed which are due and payable have been paid, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided and except for such taxes the payment of which would not, individually or in the aggregate, result in a Material Adverse Effect.

(x) The Company and each of its Subsidiaries maintain (and in the future will maintain) a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (E) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Base Prospectus, Preliminary Prospectus and the Final Prospectus have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(y) Except as described in the Registration Statement, the Disclosure Package and the Final Prospectus, since the end of the Company's most recent audited fiscal year, there has been (1) no "material weakness" (as such term is defined in Rule 1-02(a)(4) of Regulation S-X under the Securities Act) in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(z) The Company and its directors and officers, in their capacities as such, are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(aa) The Company maintains an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and pro-

cedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company has carried out evaluations, with the participation of their respective principal executive and principal financial officers, or persons performing similar functions of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(bb) Each of the Company and its Subsidiaries is in compliance with, and none of such entities has received any notice of any outstanding violation of, all laws, regulations, ordinances and rules applicable to it and its operations, except, in either case, where any failure by the Company or any of its Subsidiaries to comply with any such law, regulation, ordinance or rule would not, individually or in the aggregate, result in a Material Adverse Effect.

(cc) Neither the issuance, sale or delivery of the Securities nor the application of the proceeds thereof by the Company as set forth in the Disclosure Package and the Final Prospectus will violate Regulations T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(dd) The Company and the Guarantors, taken as a whole, are, and immediately after the Closing Date will be, Solvent. As used herein, the term "Solvent" means, with respect to the Company and the Guarantors on a particular date, that on such date (A) the fair market value of the assets of the Company and the Guarantors is greater than the amount that will be required to pay the probable liabilities of such entities on their debts as they become absolute and matured, (B) assuming the sale of the Securities as contemplated by this Agreement and as described in the Disclosure Package and the Final Prospectus, the Company and the Guarantors are not incurring debts or liabilities beyond their ability to pay as such debts and liabilities mature, (C) the Company and the Guarantors are able to realize upon their assets and pay their debts and other liabilities, including contingent obligations, as they mature and (D) the Company and the Guarantors do not have unreasonably small capital.

(ee) Other than this Agreement, neither the Company nor any Subsidiary is a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Issuers or any Subsidiary or any Underwriter for a brokerage commission, finders' fee or like payment in connection with the offering and sale of the Securities.

(ff) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Disclosure Package or the Final Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(gg) None of the Company, any of its Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt

Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and, to the knowledge of the Company and the Guarantors, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(hh) The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, and to the knowledge of the Issuers, the money laundering statutes of all jurisdictions in which the Company or any of its subsidiaries is organized or doing business, and to the knowledge of the Issuers, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or body (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any governmental agency or body involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or the Guarantors, threatened.

(ii) None of the Company, any of its Subsidiaries or, to the knowledge of the Company or the Guarantors, any director, officer, agent, employee, affiliate or representative of the Company or any of its Subsidiaries is an individual or entity that is currently the subject or target of any sanctions by U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council ("UNSC"), the European Union, or Her Majesty's Treasury ("HMT" and collectively, "Sanctions"); and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any Subsidiaries, joint venture partners or other person, to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(jj) The Escrow Agreement has been duly authorized by the Company and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

(kk) Upon execution and delivery of the Escrow Agreement and the deposit of the Escrow Property into the Escrow Account, the Escrow Agent will hold, for the benefit

of the Trustee and the holders of the Securities, a perfected security interest in the Escrow Property.

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company and each Guarantor, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule I hereto the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made on the date and at the time specified in Schedule I hereto or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company ("DTC") unless the Representatives shall otherwise instruct.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Disclosure Package and the Final Prospectus.

5. Agreements. The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form consistent with Section 1(a) hereof with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any addition-

al information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose and (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act. The Company will use its best efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) To prepare a final term sheet, containing solely a description of final terms of the Securities and the offering thereof, in the form approved by the Representatives and attached as Schedule IV hereto and to file such term sheet pursuant to Rule 433(d) within the time required by such Rule.

(c) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b), any event occurs as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made or the circumstances then prevailing not misleading or if it shall be necessary to amend the Disclosure Package to comply with the Act or the Exchange Act or the respective rules thereunder, the Company will (i) notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement the Disclosure Package to correct such statement or omission; and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(d) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus, the Company promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus and

(iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(e) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(f) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(g) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may reasonably designate and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(h) The Company agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company with the Commission or retained by the Company under Rule 433, other than in the case of any Underwriter a free writing prospectus that (a) is not an "Issuer Free Writing Prospectus" as defined in Rule 433, and (b) contains only (i) information describing the preliminary terms of the Securities or their offering, (ii) information permitted by Rule 134 under the Securities Act or (iii) information that describes the final terms of the Securities or their offering and that is included in the final term sheet of the Company contemplated in Section 5(b); provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule III hereto and any Electronic Road Show consented to by the Representatives. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable

to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(i) The Company will not, without the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated (which consent shall not be unreasonably withheld), offer, sell, contract to sell, pledge, or otherwise dispose of any debt securities substantially similar to the Notes that are issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction, until the date which is 60 calendar days after the date of this Agreement.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(k) The Company and the Guarantors agree to, jointly and severally, pay the costs and expenses incident to the performance of the obligations of the Issuers hereunder, including without limiting the generality of the foregoing, all cost and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the registration of the Securities under the Exchange Act; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states as the Representatives may reasonably designate (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vii) any filings required to be made with FINRA; (viii) the transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; and (x) all other costs and expenses incident to the performance by the Company of its obligations hereunder.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company and the Guarantors contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company and the Guarantors made in any certificates pursuant to the provisions hereof, to the performance by the Company and the Gua-

rantors of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 5(b) hereto, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose or pursuant to Section 8A or Rule 401(g)(2) under the Securities Act shall have been instituted or threatened.

(b) McDermott Will & Emery LLP, special counsel for the Company, shall have furnished to the Underwriters its written opinion addressed to the Underwriters, dated the Closing Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form of Annex I hereto.

(c) Nixon Peabody LLP, counsel for the Issuers, shall have furnished to the Underwriters its written opinion addressed to the Underwriters, dated the Closing Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form of Annex II hereto;

(d) DLA Piper US LLP, local counsel for one of the Guarantors, shall have furnished to the Underwriters its written opinion addressed to the Underwriters, dated the Closing Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form of Annex III hereto;

(e) The Representatives shall have received from Cahill Gordon & ReindelLLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Issuers shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(f) The Company shall have furnished to the Representatives a certificate of the Company, signed by the Company's Treasurer or an executive officer of the Company with specific knowledge about the Company's financial and operational matters reasonably satisfactory to the Representatives, dated the Closing Date, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each Electronic Road Show used in connection with the offering of the Securities, and this Agreement and that:

(i) the representations and warranties of each Issuer in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use or pursuant to Section 8A or Rule 401(g)(2) under the Securities Act has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since May 31, 2012 there shall not have occurred any event that would have a Material Adverse Effect or any development involving a prospective Material Adverse Effect, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(g) The Company shall have requested and caused KPMG LLP to have furnished to the Representatives, at the Execution Time and at the Closing Date, letters, (which may refer to letters previously delivered to one or more of the Representatives), dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives containing statements and information of the type customarily included in accountants "comfort letters" to underwriters with respect to the financial statements of the Company and certain financial information incorporated by reference in the Disclosure Package and the Final Prospectus.

(h) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease in paragraph 5(b) or 6 of the letter or letters referred to in paragraph (g) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(i) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined under Section 3(a)(62) of the Exchange Act) or any

notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(j) FINRA has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Securities.

(k) On the Closing Date, (i) the Company, the Trustee and the Escrow Agent shall have executed the Escrow Agreement, and the Representatives shall have received copies thereof and (ii) the Company shall have instructed the Representatives to deposit or cause to be deposited the net proceeds received by the Issuers from the offering of the Securities and sold pursuant to this Agreement on the Closing Date with the Escrow Agent solely in accordance with the Escrow Agreement and the Company shall have deposited or caused to be deposited an additional amount equal to the difference between 100% of the principal amount of the Securities and such net proceeds with the Escrow Agent.

(l) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

(m) On or prior to the Closing Date, the Credit Agreement Amendment shall have become effective. The Underwriters agree that the effectiveness of the Credit Agreement Amendment is also a condition to the Issuers' obligations to issue the Securities on the Closing Date.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Cahill Gordon & Reindel LLP counsel for the Underwriters, at 80 Pine Street, New York, New York 10005, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or, because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company and the Guarantors will, jointly and severally, reimburse the Underwriters severally through Merrill Lynch, Piece, Fenner & Smith Incorporated on demand for all expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution.

(a) Each Issuer, jointly and severally, agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees, affiliates and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in (i) the registration statement for the registration of the Securities as originally filed or in any amendment thereof or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, or (ii) the Base Prospectus, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Securities, the Final Prospectus, any Issuer Free Writing Prospectus or the information contained in the final term sheet required to be prepared and filed pursuant to Section 5(b) hereto, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements, in the light of the circumstances in which they were made, therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Issuers will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which any Issuer may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless each Issuer, each of its directors, each of its officers, and each person who controls any Issuer within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Issuers to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. Each Issuer acknowledges that the statements set forth in the Preliminary Prospectus and the Final Prospectus (i) the list of Underwriters and their respective participation in the sale of the Securities, (ii) the sentences related to concessions and reallowances and (iii) the paragraphs related to stabilization, syndicate covering transactions and penalty bids constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to or any admission of culpability or a failure to act by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Issuers, on the one hand, and the Underwriters, on the other, severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "Losses") to which any Issuer and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Issuers on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the

Issuers, on the one hand, and the Underwriters, on the other, severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuers, on the one hand, and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Issuers shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by any Issuer on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuers and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee, affiliate and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls any Issuer within the meaning of either the Act or the Exchange Act, each officer of any Issuer and each director of any Issuer shall have the same rights to contribution as the Issuers, subject in each case to the applicable terms and conditions of this paragraph (d). The Underwriters obligations to contribute pursuant to this Section 8(d) are several in proportion to their respective purchase obligations hereunder and not joint.

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such delivery and payment (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering, sale or delivery of the Securities as contemplated by any Preliminary Prospectus or the Final Prospectus (exclusive of any amendment or supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 5(k), 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 50 Rockefeller Plaza, New York, New York 10020 (Facsimile: (212) 901-7897), Attention: Legal Department and J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: 212-270-1063), Attention: Daniel A. Dwyer, with a copy to Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005 (Facsimile: (212) 378-2383), Attention: Daniel J. Zubkoff, Esq. Notices to the Company shall be given c/o the Company at 207 High Point Drive, Building 100, Victor, New York 14564 (Facsimile: (585) 678-7119), Attention: General Counsel, with a copy to McDermott, Will & Emery LLP, 227 West Monroe Street, Chicago, Illinois 60606-5096 (Facsimile: (312) 984-7700), Attention: Bernard S. Kramer, Esq.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, affiliates, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. No Fiduciary Duty. The Company and the Guarantors hereby acknowledge that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Guarantors, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and the Guarantors and (c) the Company's and the Guarantors' engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, each of the Company and the Guarantors agrees that it is

solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company or the Guarantors on related or other matters). Each of the Company and the Guarantors agrees that it will not claim that the Underwriters owe an agency, fiduciary or similar duty to the Company or the Guarantors, in connection with such transaction or the process leading thereto.

15. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

16. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

17. Waiver of Jury Trial. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. Counterparts. This Agreement may be signed in one or more counterparts delivered by any standard form of telecommunication or other electronic transmission, each of which shall be deemed valid and original and all of which together shall constitute one and the same agreement.

19. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

20. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

"Base Prospectus" shall mean the base prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Execution Time.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses, if any, identified in Schedule III hereto, (iv) the final term sheet prepared and filed pursuant to Section 5(b) hereto, if any, and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean 4:45 pm (New York time), August 6, 2012.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433.

"Preliminary Prospectus" shall mean any preliminary prospectus supplement to the Base Prospectus referred to in paragraph 1(a) above which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above (which was filed within 3 years of the Closing Date), including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

"Rule 158," "Rule 163," "Rule 164," "Rule 172," "Rule 405," "Rule 415," "Rule 424," "Rule 430B" and "Rule 433" refer to such rules under the Act.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

"Well-Known Seasoned Issuer" shall mean a well-known seasoned issuer, as defined in Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Issuers and the several Underwriters.

Very truly yours,

CONSTELLATION BRANDS, INC.

By: /s/ David E. Klein
Name: David E. Klein
Title: Senior Vice President and Treasurer

GUARANTORS

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S OPERATIONS, INC.
CONSTELLATION LEASING, LLC
CONSTELLATION TRADING COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: /s/ David E. Klein
Name: David E. Klein
Title: Vice President and Assistant Treasurer

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: /s/ David E. Klein
Name: David E. Klein
Title: Vice President and Treasurer

The foregoing Agreement is hereby confirmed and accepted as of the date specified in Schedule I hereto.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
J.P. MORGAN SECURITIES LLC

For themselves and on behalf of the several Underwriters

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Matt Holbrook
Name: Matt Holbrook
Title: Director

J.P. MORGAN SECURITIES LLC

By: /s/ Uri Birkenfeld
Name: Uri Birkenfeld
Title: Vice President

SCHEDULE I

Underwriting Agreement dated August 6, 2012

Registration Statement No. 333-179266

Representatives: Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC

Title, Purchase Price and Description of Securities:

Title: 4.625% Senior Notes due 2023

Principal amount: $ 650,000,000

Purchase price (include accrued interest or amortization, if any): 98.75% of principal amount

Closing Date, Time and Location: August 14, 2012 at 10:00 a.m. at Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

Type of Offering: Non-delayed

SCHEDULE II

Underwriters	Principal Amount of Securities to be Purchased
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$203,125,000
J.P. Morgan Securities LLC	$203,125,000
Rabo Securities USA, Inc.	$ 97,500,000
Barclays Capital Inc.	$ 65,000,000
Wells Fargo Securities, LLC	$ 48,750,000
Mitsubishi UFJ Securities (USA), Inc.	$ 16,250,000
HSBC Securities (USA) Inc.	$ 16,250,000
Total	$650,000,000

SCHEDULE III

Schedule of Free Writing Prospectuses not included in Schedule IV to this Agreement but included in the Disclosure Package

None.

Issuer Free Writing Prospectus filed pursuant to Rule 433
supplementing the Preliminary Prospectus
Supplement dated August 6, 2012
Registration No. 333-179266

August 6, 2012

$650,000,000 4.625% Senior Unsecured Notes due 2023
Summary of Final Terms and Details of the Issue

Issuer:	Constellation Brands, Inc.
Principal Amount:	$650,000,000 aggregate principal amount.
Title of Securities:	4.625% Senior Notes due 2023.
Final Maturity Date:	March 1, 2023.
Public Offering Price:	100% of principal amount plus accrued interest, if any, from and including August 14, 2012.
Interest:	4.625% per annum.
Interest Payment Dates:	September 1 and March 1.
Record Dates:	August 15 and February 15.
First Interest Payment Date:	March 1, 2013.
Optional Redemption:	The Company may redeem some or all of the notes at any time at a redemption price equal to the greater of • 100% of the principal amount of the notes being redeemed; and • the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (excluding interest accrued to the redemption date) from the redemption date to the maturity date discounted to the date of redemption on a semi-

	annual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate equal to the Treasury Rate plus 50 basis points. The Company will also pay accrued and unpaid interest on the notes to the redemption date.
Mandatory Offer to Redeem Upon Change of Control:	If the Company experiences certain kinds of changes of control, the Company must offer to repurchase the notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to the repurchase date.
Escrow Provisions/Special Mandatory Redemption:	As set forth in the Preliminary Prospectus Supplement.
Trade Date:	August 6, 2012.
Settlement Date:	August 14, 2012, which will be the sixth business day following the date of pricing of the notes (such settlement cycle being herein referred to as "T+6"). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or the next two succeeding business days will be required, by virtue of the fact that the notes initially will settle T+6, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement.
Distribution:	SEC Registered.
CUSIP/ISIN Numbers:	CUSIP: 21036P AJ7 ISIN: US21036PAJ75
Joint Bookunners:	Merrill Lynch, Pierce, Fenner & Smith Incorporated J.P. Morgan Securities LLC Rabo Securities USA, Inc. Barclays Capital Inc. Wells Fargo Securities, LLC
Co-Managers:	HSBC Securities (USA) Inc. Mitsubishi UFJ Securities (USA) Inc.

The issuer and the subsidiary guarantors have filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you

should read the prospectus in that registration statement and other documents that the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer will arrange to send you the prospectus, at no cost, if you request it by calling David Sorce, the issuer's Senior Vice President, Secretary and Corporate Counsel, at 1 (585) 678-7457.

ANNEX I

Form of Opinion of McDermott Will & Emery LLP

(i) The Company has been duly incorporated, is validly existing and in good standing under the laws of the State of Delaware. The Company has the corporate power and authority to execute, deliver and perform all of its obligations under the Notes, the Indenture, the Underwriting Agreement and the Escrow Agreement (the "Transaction Documents").

(ii) No consent, approval, authorization, order, registration or qualification of or with any governmental authority or agency or, to our knowledge, any court or similar body is required under the federal laws of the United States, the laws of the State of New York and the General Corporation Law of the State of Delaware for the execution, delivery or performance of the Transaction Documents by the Company or any Guarantor, as the case may be, except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Securities by the Underwriters (as to which no opinion is required).

(iii) The execution, delivery and performance of the Transaction Documents by the Company and the application of the net proceeds from the sale of the Securities in the manner described in the Prospectus Supplement under the caption "Use of Proceeds" do not (A) violate the charter and by-laws of the Company, (B) violate, constitute a breach of or a default by the Company or any Guarantor, as the case may be, under, or result in the creation or imposition of any lien, security interest or encumbrance upon any of the assets of the Company or any Guarantor, as the case may be, pursuant to the terms of any agreement or instrument listed on Exhibit I hereto, (C) contravene the General Corporation Law of the State of Delaware or any statute, rule or regulation under the laws of the United States and the State of New York applicable to the Company or any of its properties, which in such counsel's experience is normally applicable to transactions of the type contemplated by the Underwriting Agreement, or (D) to the knowledge of such counsel, violate any judgment, decree or order of any court or governmental agency or court or body applicable to the Company or any of its properties.

(iv) The Transaction Documents have been duly authorized by the Company. The Transaction Documents and the Guarantees have been duly executed and delivered by the Company and each of the Guarantors, as applicable. The sale and the issuance of the Notes, and the execution and delivery thereof, have been duly authorized by requisite corporate action of the Company. The Securities have been duly delivered to the Underwriters by the Company and the Guarantors.

(v) The Indenture is a valid and binding agreement, enforceable against the Company and each Guarantor in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). When the Notes and the Guarantees have been authenticated in accordance with the terms of the Indenture, the Notes and the Guarantees will be valid and binding obligations of the Company and the Guarantors, respectively, entitled to the benefits of the Indenture and enforceable against

the Company and the Guarantors in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(vi) The Securities and the Indenture conform in all material respects to the descriptions thereof in the Disclosure Package and the Final Prospectus under the heading "Description of the Notes and the Guarantees." The statements made in the Disclosure Package and the Final Prospectus under the caption "Certain United States Federal Income Tax Considerations," insofar as they describe certain matters of law, are accurate in all material respects.

(vii) After the Registration Statement became effective under the Securities Act on January 31, 2012 (which was within 3 years of the Closing Date), the Prospectus was filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations on the dates specified in such opinion on the dates and, to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose is pending or threatened by the Commission.

(viii) As of their respective dates and as of the Closing Date, the Registration Statement and the Prospectus and any further amendments or supplements thereto made by the Company prior to the Closing Date comply as to form in all material respects with the requirements of the Securities Act and the Rules and Regulations (except that such counsel will not express any opinion as to the financial statements, the notes thereto, the schedules and other financial data included therein or incorporated by reference therein or excluded therefrom, or exhibits thereto or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Prospectus except to the extent set forth in paragraph (vi) of this opinion).

(ix) The Indenture conforms as to form in all material respects with the requirements of the Trust Indenture Act and the Trust Indenture Act Rules and Regulations.

(x) Neither the Company nor any Subsidiary is or after giving effect to the use of proceeds will be required to register under the Investment Company Act of 1940, as amended (the "1940 Act"), as an "investment company" as such term is defined in the 1940 Act.

(xi) Neither the issuance, sale or delivery of the Securities nor the application of the proceeds thereof by the Company as set forth in the Prospectus Supplement will violate Regulations T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

Such opinion shall also contain a statement that such counsel has participated in conferences with officers and representatives of the Company and the Subsidiaries, and representatives of the independent accountants of the Company and the Underwriters at which the contents of the Registration Statement, the Preliminary Prospectus (collectively with the final term sheet described in Section 5(b) of the Underwriting Agreement, the "Pricing Disclosure Package"), the Final Prospectus and the related matters were discussed and that although such counsel need not pass upon or assume any responsibility for the accuracy, completeness or fair-

ness of the statements contained in the Disclosure Package or the Final Prospectus, and need not make any independent check or verification thereof, except as set forth in paragraph (vi) of this form of opinion, based upon the foregoing, no facts came to such counsel's attention to lead such counsel to believe that (x) the Pricing Disclosure Package (including the documents incorporated therein by reference (except to the extent statements contained in such incorporated documents had been modified or superseded by later statements contained in the Pricing Disclosure Package)) as of the Execution Time contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (y) the Registration Statement as of the time it was deemed effective with respect to the Securities or the Final Prospectus as of its date or as of the Closing Date (including the documents incorporated therein by reference (except to the extent statements contained in such incorporated documents have been modified or superseded by later statements contained in the Registration Statement or the Final Prospectus)), contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Such counsel need not express an opinion or belief as to the financial statements, the notes thereto, schedules and other financial data included therein, or incorporated by reference into, or excluded from the Registration Statement, the Disclosure Package or the Final Prospectus.

In rendering such opinions, such counsel may rely as to matters of fact, to the extent such counsel deems proper, on certificates or statements of responsible officers of the Company and certificates or other written statements of officials of jurisdictions having custody of documents respecting corporate existence or good standing.

EXHIBIT I TO ANNEX I

1. Marvin Sands Split Dollar Insurance Agreement as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2004.
2. Constellation Brands, Inc. Long-Term Incentive Plan, amended and restated as of December 6, 2007 as filed by the Company on a Form 8-K on December 12, 2007.
3. First Amendment to the Company's Long-Term Stock Incentive Plan filed by the Company on a Form 8-K on July 24, 2009.
4. Form of Stock Option Amendment pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on December 12, 2007.
5. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class A Common Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on July 31, 2007.
6. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on December 12, 2007.
7. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on December 12, 2007.
8. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2008.
9. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 9, 2009.
10. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 9, 2010.
11. Form of Terms and Conditions Memorandum for Employees with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 5, 2012.
12. Form of Restricted Stock Award Agreement for Employees with respect to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 7, 2008.

13. Form of Restricted Stock Award Agreement for Employees with respect to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 9, 2009.

14. Form of Restricted Stock Award Agreement for Employees with respect to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 9, 2010.

15. Form of Restricted Stock Award Agreement for Employees with respect to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 8, 2011.

16. Form of Restricted Stock Unit Agreement with respect to the Company's Long-Term Incentive Plan as filed by the Company on a Form 8-K on April 5, 2012.

17. Form of Performance Share Unit Award Agreement for Executives with respect to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 9, 2010.

18. Form of Performance Share Unit Award Agreement for Executives with respect to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 8, 2011.

19. Final Form of Performance Share Unit Award Agreement for Executives with respect to the Company's Long-Term Stock Incentive Plan as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2012.

20. Form of Terms and Conditions Memorandum for Directors with respect to options to purchase Class A Common Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on July 31, 2007.

21. Form of Terms and Conditions Memorandum for Directors with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on December 12, 2007.

22. Form of Terms and Conditions Memorandum for Directors with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2008.

23. Form of Terms and Conditions Memorandum for Directors with respect to a pro rata grant of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 22, 2010.

24. Form of Terms and Conditions Memorandum for Directors with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan (grants on or after July 22, 2010) as filed by the Company on a Form 8-K with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2010.

25. Form of Restricted Stock Agreement for Directors with respect to the Company's Long-Term Stock Incentive Plan (grants before July 22, 2010) as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2006.

26. Form of Restricted Stock Agreement for Directors with respect to a pro rata award of restricted stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on April 22, 2010.

27. Form of Restricted Stock Award Agreement for Directors with respect to the Company's Long-Term Stock Incentive Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2010.

28. Incentive Stock Option Plan of the Company as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 1997.

29. Amendment Number One to the Company's Incentive Stock Option Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 1997.

30. Amendment Number Two to the Company's Incentive Stock Option Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2000.

31. Amendment Number Three to the Company's Incentive Stock Option Plan as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2001.

32. Form of Terms and Conditions Memorandum with respect to the Company's Incentive Stock Option Plan as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2007.

33. Constellation Brands, Inc. Annual Management Incentive Plan, amended and restated as of July 26, 2007 as filed by the Company on a Form 8-K on July 31, 2007.

34. Amendment Number 1, dated April 6, 2009, to the Constellation Brands, Inc. Annual Management Incentive Plan, amended and restated as of July 26, 2007 as filed by the Company on a Form 8-K on April 9, 2009.

35. Supplemental Executive Retirement Plan of the Company as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 1999.

36. First Amendment to the Company's Supplemental Executive Retirement Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 1999.

37. Second Amendment to the Company's Supplemental Executive Retirement Plan as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 28, 2001.

38. Third Amendment to the Company's Supplemental Executive Retirement Plan as filed by the Company on a Form 8-K on April 13, 2005.

39. 2005 Supplemental Executive Retirement Plan of the Company as filed by the Company on a Form 8-K on April 13, 2005.

40. First Amendment to the Company's 2005 Supplemental Executive Retirement Plan as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2007.

41. The Constellation Brands UK Sharesave Scheme, as amended as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended August 31, 2006.

42. Letter Agreement dated April 26, 2007 (together with addendum dated May 8, 2007) between the Company and Robert Ryder addressing compensation as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2007.

43. Form of Executive Employment Agreement between Constellation Brands, Inc. and its Chairman of the Board and its President and Chief Executive Officer as filed by the Company on a Form 8-K on May 21, 2008.

44. Form of Executive Employment Agreement between Constellation Brands, Inc. and its Other Executive Officers as filed by the Company on a Form 8-K on May 21, 2008.

45. Executive Employment Agreement dated November 19, 2010 between the Company and John Ashforth Wright as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2012.

46. Amended and Restated Limited Liability Company Agreement of Crown Imports LLC, dated as of January 2, 2007 as filed by the Company on a Form 8-K on January 3, 2007.

47. First Amendment to Amended and Restated Limited Liability Company Agreement of Crown Imports LLC, effective as of January 18, 2012, to the Amended and Restated Limited Liability Company Agreement of Crown Imports LLC dated as of January 2, 2007 as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2012.

48. Importer Agreement, dated as of January 2, 2007, by and between Extrade II, S.A. de C.V. and Crown Imports LLC as filed by the Company on a Form 8-K on January 3, 2007.

49. New Product Amendment to Exhibit B to the January 2, 2007 Crown Imports LLC Importer Agreement, effective on and after January 1, 2012, by and between Extrade II, S.A. de C.V. and Crown Imports LLC as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2012.

50. First Amendment to Importer Agreement, effective as of January 18, 2012, to the Importer Agreement, dated as of January 2, 2007, by and between Extrade II, S.A. de C.V. and

Crown Imports LLC as filed with the Company's Annual Report on Form 10-K for the fiscal year ended February 29, 2012.

51. Administrative Services Agreement, dated as of January 2, 2007, by and between Barton Incorporated and Crown Imports LLC as filed by the Company on a Form 8-K on filed January 3, 2007.

52. Sub-license Agreement, dated as of January 2, 2007, by and between Marcas Modelo, S.A. de C.V. and Crown Imports LLC as filed by the Company on a Form 8-K on January 3, 2007.

53. Agreement Regarding Products dated October 28, 2010, between Extrade II, S.A. de C.V., Crown Imports LLC and Marcas Modelo, S.A. de C.V. as filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended November 30, 2010.

54. Membership Interest Purchase Agreement, dated as of June 28, 2012 among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., Constellation Brands, Inc. and Anheuser-Busch Inbev SA/NV as filed by the Company on a Form 8-K on July 2, 2012.

55. Constellation Brands, Inc. Annual Management Incentive Plan, amended and restated as of July 27, 2012 as filed by the Company on a Form 8-K on July 31, 2012.

56. Constellation Brands, Inc. Long-Term Stock Incentive Plan, amended and restated as of July 27, 2012 as filed by the Company on a Form 8-K on July 31, 2012.

57. Form of Terms and Conditions Memorandum for Directors with respect to grants of options to purchase Class 1 Stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on July 31, 2012.

58. Form of Restricted Stock Agreement for Directors with respect to grants of restricted stock pursuant to the Company's Long-Term Stock Incentive Plan as filed by the Company on a Form 8-K on July 31, 2012.

ANNEX II

Form of Opinion of Nixon Peabody LLP

(i) Each of the Subsidiaries of the Company listed on Exhibit I attached hereto (the "Guarantors") is a corporation or a limited liability company duly incorporated or formed, as applicable, in each case, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation, as applicable. The Company and each of the Guarantors is duly qualified and in good standing as a foreign corporation or limited liability company, as applicable, in each jurisdiction listed for it on Exhibit II attached hereto. The Company and each Guarantor has all requisite corporate power or limited liability company power, as applicable, to own, lease and license its respective properties and conduct its business as now being conducted and as described in the Disclosure Package and the Final Prospectus. All of the issued and outstanding capital stock or membership interests, as applicable, of each Guarantor have been duly authorized and validly issued and, to the knowledge of such counsel, are fully paid and non-assessable and were not issued in violation of any preemptive or similar rights of stockholders arising under the corporate law or the limited liability company law, as applicable, of the state of incorporation or formation, as applicable, of such Guarantor, the charter or bylaws or limited liability company agreement, as applicable, of such Guarantor, or, to the knowledge of such counsel, any agreement to which such Guarantor is party, and, to the knowledge of such counsel, is owned directly or indirectly by the Company, free and clear of any lien, adverse claim, security interest, restriction on transfer, shareholders' agreement, voting trust or other encumbrance except for the liens under or in connection with the Credit Agreement listed on Exhibit III hereto (the "Credit Agreement").

(ii) The Guarantors have the corporate power or limited liability company power, as applicable, and authority to execute, deliver and perform all of their respective obligations under the Underwriting Agreement, the Indenture, and the Guarantees. The execution, delivery and performance of the Underwriting Agreement, the Indenture, the Notes and the Guarantees by the Company or any Guarantor, does not (i) violate the charter or bylaws or limited liability company agreement, as applicable, of any Guarantor, (ii) violate the General Corporation Law of the State of Delaware or any statute, rule or regulation under the laws of the State of New York applicable to the Guarantors or any of their respective properties, which in the experience of such counsel is normally applicable to transactions of the type contemplated by the Underwriting Agreement, (iii) violate, constitute a default by the Company or any Guarantor, as the case may be, under, or result in the creation or imposition of any lien, security interest or encumbrance upon any of the assets of the Company or any Guarantor, as the case may be, pursuant to the terms of, the Credit Agreement, the indentures or the Interim Loan Agreement listed on Exhibit III hereto or (iv) to the knowledge of such counsel, violate any judgment, decree or order of any court or governmental agency or court or body applicable to any of the Guarantors or any of their respective properties.

(iii) The Underwriting Agreement, the Indenture and the Guarantees have been duly authorized, executed and delivered by each Guarantor. The sale and issuance of the Guar-

antees and the execution and delivery thereof have been duly authorized by requisite corporate or limited liability company, as applicable, action of the Guarantors.

(iv) To the knowledge of such counsel, there is not pending or threatened any action, suit or proceeding, to which the Company or any of the Guarantors is a party, or to which the property of the Company or any of the Guarantors is subject which is required to be disclosed in the documents incorporated by reference in the Final Prospectus which is not so disclosed in such documents.

(v) Each of the documents filed by the Company under the Exchange Act and incorporated by reference into the Preliminary Prospectus and Final Prospectus (collectively, the "Documents"), at the time it was filed with the Commission, appeared on its face to be appropriately responsive in all material respects to the requirements of the Exchange Act, and the rules and regulations as promulgated by the Commission under the Exchange Act, except that such counsel need not express any opinion as to the financial statements, pro forma financial statements, schedules, and other financial data included therein or incorporated by reference therein, or excluded therefrom or the exhibits thereto (except to the extent set forth in the next sentence of this paragraph) and such counsel need not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Documents. To such counsel's knowledge without having made any independent investigation and based upon representations of officers of the Company as to factual matters, there were no contracts or documents required to be filed as exhibits to such Documents on the date they were filed which were not so filed.

(vi) The Escrow Agreement is a valid and binding agreement, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(vii) The Escrow Agreement is effective to create in favor of the Trustee, for the benefit of the Holders, a valid security interest, to the extent that Article 9 of the NY UCC is applicable thereto, in all right, title and interest of the Company in the Escrow Account, as collateral security for all obligations of the Company purported to be secured thereby.

Guarantors

Guarantor	State of Incorporation
Alcofi Inc.	New York
Constellation Beers Ltd.	Maryland
Constellation Brands SMO, LLC	Delaware
Constellation Brands U.S. Operations Inc.	New York
Constellation Leasing, LLC	New York
Constellation Services LLC	Delaware
Constellation Trading Company, Inc.	New York
Franciscan Vineyards, Inc.	Delaware
Robert Mondavi Investments	California
The Hogue Cellars, Ltd.	Washington

Company	Foreign Qualifications
Constellation Beers, Ltd.	Illinois
Constellation Brands, Inc.	California Florida Georgia Indiana Michigan New Hampshire New Jersey New York North Carolina Oklahoma West Virginia Washington
Constellation Brands SMO, LLC	Alabama Indiana New Hampshire New Jersey New York North Carolina Ohio Oklahoma West Virginia
Constellation Brands U.S. Operations, Inc.	California Idaho North Dakota Washington
Franciscan Vineyards, Inc.	California Georgia New Hampshire Texas Washington West Virginia
The Hogue Cellars, Ltd.	California

EXHIBIT III TO ANNEX II

1. Indenture dated as of August 15, 2006 among the Company, the guarantors signatory thereto and BNY Midwest Trust Company as trustee, as amended by Supplemental Indenture No. 1 dated as of August 15, 2006 among the Company, the guarantors named therein and BNY Midwest Trust Company as trustee, as further amended by Supplemental Indenture No. 2 dated as of November 30, 2006 among the Company, the new guarantors named therein and BNY Midwest Trust Company as trustee, and as further amended by Supplemental Indenture No. 3 dated as of May 4, 2007 among the Company, the new guarantors named therein and BNY Midwest Trust Company as trustee, as further amended by Supplemental Indenture No. 4 dated as of December 5, 2007 among the Company, the guarantors named therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee, as further amended by Supplemental Indenture No. 5 dated as of January 22, 2008 among the Company, the new guarantors named therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee, and as further amended by Supplemental Indenture No. 6 dated as of February 27, 2009 among the Company, the new guarantor named therein and Bank of New York Mellon Trust Company National Association (successor trustee to BNY Midwest Trust Company), as trustee.

2. Indenture dated as of May 14, 2007 among the Company, the guarantors signatory thereto and The Bank of New York Trust Company, N.A. as trustee, as amended by Supplemental Indenture No. 1 dated as of January 22, 2008 among the Company, the new guarantors named therein and The Bank of New York Trust Company, N.A. as trustee, and as further amended by Supplemental Indenture No. 2 dated as of February 27, 2009 among the Company, the new guarantor named therein, and The Bank of New York Mellon Trust Company National Association, as Trustee.

3. Indenture dated as of April 17, 2012 among the Company, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee, as supplemented by Supplemental Indenture No. 1, dated as of April 17, 2012.

4. Amended and Restated Credit Agreement, dated as of [August , 2012][1], among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto (the "Credit Agreement").

5. Amended and Restated Interim Loan Agreement, dated as of July 18, 2012, among the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto (the "Interim Loan Agreement").

[1] To be updated to reflect the date the Credit Agreement Amendment is signed.

ANNEX III

Form of Opinion of DLA Piper US LLP

Constellation Beers, Ltd. (the "Company") has been duly incorporated and is validly existing as a corporation and is in good standing under the laws of the State of Maryland.

The Company has the corporate power and authority to execute, deliver and perform its obligations under the Underwriting Agreement, the Indenture and the Guarantee. The Indenture, the Underwriting Agreement and the Guarantee have been duly authorized for execution and delivery by the Company. The sale and issuance by the Company of its Guarantee and the execution and delivery thereof has been duly authorized by requisite corporation action of the Company.

The execution, delivery, and performance by the Company of the Underwriting Agreement, the Indenture and the Guarantee does not and will not (A) conflict with the charter or by-laws of the Company, (B) contravene any statute, rule or regulation under the laws of the State of Maryland applicable to the Company and its properties, or (C) to such counsel's knowledge, conflict with or violate any judgment, decree or order of any Maryland court or governmental agency or body applicable to the Company and its properties (except that such counsel's need express no opinion with respect to the securities or Blue Sky laws of the State of Maryland).

Exhibit 4.1

CONSTELLATION BRANDS, INC.,

as Issuer

ALCOFI INC.
CONSTELLATION BEERS LTD.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S. OPERATIONS, INC.
CONSTELLATION LEASING, LLC
CONSTELLATION SERVICES LLC
CONSTELLATION TRADING COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.,

as Guarantors

and

MANUFACTURERS AND TRADERS TRUST COMPANY,

as Trustee

Supplemental Indenture No. 2

Dated as of August 14, 2012

4.625% Senior Notes due 2023

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SUPPLEMENTAL INDENTURE NO. 2, dated as of August 14, 2012 (this "*Supplemental Indenture*"), between CONSTELLATION BRANDS, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "*Company*"), the guarantors named herein and from time to time parties hereto, and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as Trustee (herein called the "*Trustee*").

RECITALS OF THE COMPANY

WHEREAS, the Company has heretofore delivered to the Trustee an Indenture dated as of April 17, 2012 (the "*Initial Indenture*" and, together with Supplemental Indenture No. 1, dated as of April 17, 2012, and this Supplemental Indenture, the "*Indenture*"), providing for the issuance from time to time of Debt Securities of the Company.

WHEREAS, Sections 2.1 and 2.2 of the Initial Indenture provide for various matters with respect to any series of Debt Securities issued under the Initial Indenture to be established in an indenture supplemental to the Initial Indenture.

WHEREAS, Section 12.1(e) of the Initial Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Initial Indenture to establish the form or terms of Debt Securities of any series as provided by Sections 2.1 and 2.2 of the Initial Indenture.

WHEREAS, all the conditions and requirements necessary to make this Supplemental Indenture, when duly executed and delivered, a valid and binding agreement in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the series of Debt Securities provided for herein by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE
RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1. Relation to Indenture.

This Supplemental Indenture constitutes an integral part of the Indenture.

SECTION 1.2. Definitions.

For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(1) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Initial Indenture;

(2) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and

(3) To the extent terms defined herein differ from the Initial Indenture the terms defined herein will govern.

"*Acquisition*" means either the Crown Acquisition or the Alternate Crown Acquisition.

"*Acquisition Agreement*" means the Membership Interest Purchase Agreement, dated as of June 28, 2012, by and among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., the Company and Anheuser-Busch InBev SA/NV.

"*Alternate Crown Acquisition*" means the acquisition by Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc. of the Alternate Importer Interest (as defined in the Acquisition Agreement) pursuant to the Acquisition Agreement.

"*Bankruptcy Law*" means Title 11, United States Bankruptcy Code of 1978, as amended, or any similar United States federal or state law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law.

"*Capital Lease Obligation*" means any obligations of the Company and its Subsidiaries on a Consolidated basis under any capital lease of real or personal property which, in accordance with GAAP, has been recorded as a capitalized lease obligation.

"*Capital Markets Debt*" means any debt securities or debt financing issued pursuant to an indenture, notes purchase agreement or similar financing arrangement (but excluding any credit agreement) whether offered pursuant to a registration statement under the Securities Act or under an exemption from the registration requirements of the Securities Act.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in the equity of such Person, including, without limitation, all common stock and preferred stock.

"*Change of Control*" means the occurrence of any of the following events: (i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than Permitted Holders, is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 35% of the voting power of the total outstanding Voting Stock of the Company voting as one class, *provided* that the Permitted Holders "beneficially own" (as so defined) a percentage of Voting Stock having a lesser percentage of the voting power than such other Person and do not have the right or

ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Company; (ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose election to such Board or whose nomination for election by the shareholders of the Company was approved by a vote of 66 2/3% of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such Board of Directors then in office; (iii) the Company consolidates with or merges with or into any Person or conveys, transfers or leases all or substantially all of its assets to any Person, or any corporation consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is changed into or exchanged for cash, securities or other property, other than any such transaction where the Company's outstanding Voting Stock is not changed or exchanged at all (except to the extent necessary to reflect a change in the jurisdiction of incorporation of the Company) or where (A) the outstanding Voting Stock of the Company is changed into or exchanged for (x) Voting Stock of the surviving corporation or (y) cash, securities and other property (other than Capital Stock of the surviving corporation) and (B) no "person" or "group" other than Permitted Holders owns immediately after such transaction, directly or indirectly, more than the greater of (1) 35% of the voting power of the total outstanding Voting Stock of the surviving corporation voting as one class and (2) the percentage of such voting power of the surviving corporation held, directly or indirectly, by Permitted Holders immediately after such transaction; or (iv) the Company is liquidated or dissolved or adopts a plan of liquidation or dissolution other than in a transaction which complies with the provisions of Article Ten of the Initial Indenture.

"*Change of Control Offer*" shall have the meaning set forth in Section 3.2(a).

"*Change of Control Purchase Date*" shall have the meaning set forth in Section 3.2(a).

"*Change of Control Purchase Notice*" shall have the meaning set forth in Section 3.2(b).

"*Change of Control Purchase Price*" shall have the meaning set forth in Section 3.2(a).

"*Commission*" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or if at any time after the execution of this Supplemental Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

"*Company*" means Constellation Brands, Inc., a corporation incorporated under the laws of Delaware, until a successor Person shall have become such pursuant to Article Ten of the Initial Indenture, and thereafter "Company" shall mean such successor Person.

"*Comparable* Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed.

"*Comparable Treasury Price*" means (1) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"*Consolidated Fixed Charge Coverage Ratio*" of the Company means, for any period, the ratio of (a) the sum of Consolidated Net Income (Loss), Consolidated Interest Expense, Consolidated Income Tax Expense and Consolidated Non-cash Charges deducted in computing Consolidated Net Income (Loss) in each case, for such period, of the Company and its Subsidiaries on a Consolidated basis, all determined in accordance with GAAP and on a pro forma basis for any acquisition or disposition of a Subsidiary or line of business following the first day of such period and on or prior to the date of determination as if all such acquisitions and dispositions had occurred on the first day of such period to (b) the sum of Consolidated Interest Expense for such period and cash dividends paid on any of the Company's preferred stock and that of its Subsidiaries during such period; *provided* that (i) in making such computation, the Consolidated Interest Expense attributable to interest on any Funded Debt shall be computed on a pro forma basis for any incurrence or repayment of Funded Debt (other than Funded Debt under a revolving credit facility) following the first day of the applicable period and on or prior to the date of determination as if such incurrence or repayment had occurred on the first day of such period and Funded Debt, (A) bearing a floating interest rate, shall be computed as if the rate in effect on the date of computation had been the applicable rate for the entire period and (B) which was not outstanding during the period for which the computation is being made but which bears, at the option of the Company, a fixed or floating rate of interest, shall be computed by applying at the Company's option, either the fixed or floating rate and (ii) in making such computation, the Consolidated Interest Expense of the Company attributable to interest on any Funded Debt under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Funded Debt during the applicable period.

"*Consolidated Income Tax Expense*" means for any period, as applied to the Company, the provision for federal, state, local and foreign income taxes of the Company and its Subsidiaries for such period as determined in accordance with GAAP on a Consolidated basis.

"*Consolidated Interest Expense*" of the Company means, without duplication, for any period, the sum of (a) the interest expense of the Company and its Subsidiaries for such period, on a Consolidated basis, including, without limitation, (i) amortization of debt discount, (ii) the net cost under interest rate contracts (including amortization of discounts), (iii) the interest portion of any deferred payment obligation and (iv) accrued interest, plus (b) (i) the interest component of the Capital Lease Obligations paid, accrued and/or scheduled to be paid or accrued by the Company and its Subsidiaries during such period and (ii) all capitalized interest of the Company and its Subsidiaries, in each case as determined in accordance with GAAP on a Consolidated basis. Whenever pro forma effect is to be given to an acquisition or disposition of assets for the purpose of calculating the Consolidated Fixed Charge Coverage Ratio, the amount of Consolidated Interest Expense associated with any Funded Debt incurred in connection with such acquisition or disposition of assets shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, as in effect on the date of such calculation.

"*Consolidated Net Income (Loss)*" of the Company means, for any period, the Consolidated net income (or loss) of the Company and its Subsidiaries for such period as determined in accordance with GAAP on a Consolidated basis, adjusted, to the extent included in calculating such net income (loss), by excluding, without duplication: (i) all extraordinary gains or losses (less all fees and expenses relating thereto); (ii) the portion of net income (or loss) of the Company and its Subsidiaries allocable to minority interests in unconsolidated Persons to the extent that cash dividends or distributions have not actually been received by the Company or one of its Subsidiaries; (iii) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan; (iv) net gains (but not losses) (less all fees and expenses relating thereto) in respect of dispositions of assets other than in the ordinary course of business; or (v) the net income of any Subsidiary to the extent that the declaration of dividends or similar distributions by that Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to that Subsidiary or its stockholders. Whenever pro forma effect is to be given to an acquisition or disposition of assets for the purpose of calculating the Consolidated Fixed Charge Coverage Ratio, the amount of income or earnings related to such assets shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, as in effect on the date of such calculation.

"*Consolidated Net Tangible Assets*" means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom (i) all current liabilities, excluding the current portion of any Funded Debt and any other current liabilities constituting Funded Debt because such Funded Debt is extendible or renewable, and (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other similar intangibles, all as set forth on the books and records of the Company and its Consolidated Subsidiaries and computed in accordance with GAAP.

"*Consolidated Non-cash Charges*" of the Company means, for any period, the aggregate depreciation, amortization and other non-cash charges of the Company and its Subsidiaries for such period, as determined in accordance with GAAP on a Consolidated basis (excluding any non-cash charge which requires an accrual or reserve for cash charges for any future period).

"*Consolidation*" means, with respect to any Person, the consolidation of the accounts of such Person and each of its Subsidiaries if and to the extent the accounts of such Person and each of its Subsidiaries would normally be consolidated with those of such Person, all in accordance with GAAP. The term "*Consolidated*" shall have a similar meaning.

"*Crown Acquisition*" means the acquisition by Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc. of the Importer Interest (as defined in the Acquisition Agreement) pursuant to the Acquisition Agreement.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Depositary*" or "*DTC*" has the meaning set forth in Section 2.6.

"*Escrow Agent*" has the meaning assigned to such term in the Escrow Agreement.

"*Escrow Agreement*" means, the Escrow Agreement, dated as of August 14, 2012, by and among the Issuer, the Trustee and Manufacturers and Traders Trust Company, as escrow agent and securities intermediary.

"*Escrow Property*" has the meaning set forth in the Escrow Agreement.

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

"*Event of Default*" has the meaning set forth in Section 5.1.

"*Funded Debt*" means all indebtedness for the repayment of money borrowed, whether or not evidenced by a bond, debenture, note or similar instrument or agreement, having a final maturity of more than 12 months after the date of its creation or having a final maturity of less than 12 months after the date of its creation but by its terms being renewable or extendible beyond 12 months after such date at the option of the borrower. When determining "Funded Debt," indebtedness will not be included if, on or prior to the final maturity of that indebtedness, the Company has deposited the necessary funds for the payment, redemption or satisfaction of that indebtedness in trust with the proper depositary.

"*GAAP*" means generally accepted accounting principles in the United States of America, consistently applied, which are in effect on the Issue Date. At any time after the Issue Date, the Company may elect to apply International Financial Reporting Standards ("IFRS") accounting principles consistently applied, as in effect at the time of such election, in lieu of GAAP and, from and after any such election, references herein to GAAP shall thereafter be construed to mean IFRS; provided that any such election, once made, shall be irrevocable; provided, further that any calculation or determination under the Indenture that requires the application of GAAP for periods that include fiscal quarters ended prior to the Company's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP. Promptly after the making of any such election, the Company shall deliver an Officer's Certificate to the Trustee and a notice to the Holders, in each case providing notice of any election made in accordance with this definition.

"*Guarantee*" means the guarantee by each Guarantor of the Company's Indenture Obligations pursuant to a guarantee given in accordance with this Supplemental Indenture, including the Guarantees by the Guarantors on the Issue Date and any Guarantee delivered pursuant to Section 3.4.

"*Guarantor*" means the Subsidiaries listed on the signature pages of this Supplemental Indenture as guarantors and each other Subsidiary required to become a Guarantor after the Issue Date pursuant to Section 3.4, in each case, until such Guarantor's Guarantee is released in accordance with the Initial Indenture.

"*Holders*" mean the registered holders of the Notes.

"*Indenture Obligations*" means the obligations of the Company and any other obligor under this Supplemental Indenture or under the Notes, including any Guarantor, to pay principal of, premium, if any, and interest when due and payable, and all other amounts due or to become due under or in connection with this Supplemental Indenture, the Notes and the performance of all other obligations to the Trustee and the Holders under this Supplemental Indenture and the Notes, according to the terms hereof or thereof.

"*Independent Investment Banker*" means any of Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc., Wells Fargo Securities, LLC and their successors or, if Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc. or Wells Fargo Securities, LLC are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee after consultation with the Company.

"*Insolvency or Liquidation Proceeding*" means, with respect to any Person, any liquidation, dissolution or winding up of such Person, or any bankruptcy, reorganization, insolvency, receivership or similar proceeding with respect to such Person, whether voluntary or involuntary.

"*Interest Payment Date*" has the meaning set forth in Section 2.3.

"*Investments*" means, with respect to any Person, directly or indirectly, any advance, loan (including guarantees), or other extension of credit or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase, acquisition or ownership by such Person of any Capital Stock, bonds, notes, debentures or other securities issued or owned by, any other Person and all other items that would be classified as investments on a balance sheet prepared in accordance with GAAP.

"*Issue Date*" means the original issue date of the initial Notes issued under this Supplemental Indenture.

"*Lien*" means any mortgage, charge, pledge, lien (statutory or otherwise), security interest, hypothecation or other encumbrance upon or with respect to any property of any kind, real or personal, movable or immovable, now owned or hereafter acquired.

"*Maturity*" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein provided or as provided in this Supplemental Indenture, whether at Stated Maturity or the redemption date and whether by declaration of acceleration, Change of Control, call for redemption or otherwise.

"*Notes*" has the meaning specified in Section 2.1.

"*Obligations*" means any principal, interest (including, without limitation, Post-Petition Interest), penalties, fees, indemnifications, reimbursement obligations, damages and other liabilities payable under the documentation governing any Funded Debt.

"*Permitted Holders*" means (a) Marilyn Sands, her descendants (whether by blood or adoption), her descendants' spouses, her siblings, the descendants of her siblings (whether by blood or adoption), Hudson Ansley, Lindsay Caleo, William Caleo, Courtney Winslow, or Andrew Stern, or the estate of any of the foregoing Persons, or The Sands Family Foundation, Inc., (b) trusts which are for the benefit of any combination of the Persons described in clause (a), or any trust for the benefit of any such trust, or (c) partnerships, limited liability companies or any other entities which are controlled by any combination of the Persons described in clause (a), the estate of any such Persons, a trust referred to in the foregoing clause (b) or an entity that satisfies the conditions of this clause (c).

"*Person*" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, any other company or entity or government or any agency or political subdivision thereof.

"*Post-Petition Interest*" means, with respect to any indebtedness of any Person, all interest accrued or accruing on such indebtedness after the commencement of any Insolvency or Liquidation Proceeding against such Person in accordance with and at the contract rate (including, without limitation, any rate applicable upon default) specified in the agreement or instrument creating, evidencing or governing such indebtedness, whether or not, pursuant to applicable law or otherwise, the claim for such interest is allowed as a claim in such Insolvency or Liquidation Proceeding.

"*Principal Property*" means, as of any date, any building, structure or other facility, together with the land upon which it is erected and any fixtures which are a part of the building, structure or other facility, used primarily for manufacturing, processing or production, in each case located in the United States of America, and owned or leased or to be owned or leased by the Company or any of its Subsidiaries, and in each case the net book value of which as of that date exceeds 2% of the Company's Consolidated Net Tangible Assets as shown on the consolidated balance sheet contained in the Company's latest filing with the Commission, other than any such land, building, structure or other facility or portion thereof which is a pollution control facility, or which, in the opinion of the Board of Directors, is not of material importance to the total business conducted by the Company and its Subsidiaries, considered as one enterprise.

"*Property*" means any asset, revenue or any other property, whether tangible or intangible, real or personal, including, without limitation, any right to receive income.

"*Reference Treasury Dealer*" means any of (1) Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc. or Wells Fargo Securities, LLC, or their successors; *provided*, *however*, that if Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Rabo Securities USA, Inc., Barclays Capital Inc. or Wells Fargo Securities, LLC shall cease to be a primary United States Government securities dealer in New York City, or a "Primary Treasury Dealer," another Primary Treasury Dealer may be substituted and (2) any one other Primary Treasury Dealer selected by the Independent Investment Banker after consultation with the Company.

"*Reference Treasury Dealer Quotations*" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent In-

vestment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"*Release Date*" means the date on which the Escrow Property is disbursed in accordance with Section 2.3 of the Escrow Agreement.

"*Sale and Leaseback Transaction*" means any transaction or series of related transactions pursuant to which the Company or a Subsidiary sells or transfers any property or asset in connection with the leasing, or the resale against installment payments, of such property or asset to the seller or transferor.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Senior Credit Facility*" means that certain Credit Agreement, dated as of May 3, 2012, by and among the Company, the guarantors named therein, Bank of America, N.A., as administrative agent, and the other agents and lenders party thereto from time to time, as amended, restated, modified, supplemented, substituted, replaced, renewed or refinanced from time to time, including any agreement or agreements extending the maturity of, or refinancing all or any portion of the indebtedness under such agreement, and any successor or replacement agreement or agreements with the same or any other borrowers, agents, creditors, lenders or group of creditors or lenders.

"*Special Mandatory Redemption Trigger Date*" shall have the meaning set forth in Section 2.5(b).

"*Stated Maturity*" when used with respect to any indebtedness or any installment of interest thereon, means the dates specified in such indebtedness as the fixed date on which the principal of such indebtedness or such installment of interest is due and payable.

"*Subsidiary*" means any Person a majority of the equity ownership or the Voting Stock of which is at the time owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries.

"*Treasury Rate*" means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not

contain such yields, the rate per year equal to the semi-annual equivalent yield-to-maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third Business Day preceding the redemption date.

"*Trust Indenture* Act" means the Trust Indenture Act of 1939, as amended.

"*United States Government Obligations*" means direct non-callable obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged.

"*Voting Stock*" means, with respect to any Person, Capital Stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

ARTICLE TWO
THE SERIES OF DEBT SECURITIES

SECTION 2.1. Title of the Debt Securities.

There shall be a series of Debt Securities designated the "4.625% Senior Notes due 2023" (the "*Notes*"). Issuances of additional Notes as contemplated by Section 2.2 of the Initial Indenture shall not be permitted until after either the Crown Acquisition or Alternate Crown Acquisition has been consummated; provided, nothing in this sentence shall limit the issuance at any time of any Debt Securities other than the Notes.

SECTION 2.2. Limitation on Aggregate Principal Amount.

The aggregate principal amount of the Notes shall not be limited. The Company shall not execute and the Trustee shall not authenticate or deliver Notes except as permitted by the terms of the Indenture.

SECTION 2.3. Interest and Interest Rates; Maturity Date of Notes.

The Notes will mature on March 1, 2023 and will be unsecured senior obligations of the Company, except as provided in the Escrow Agreement. Each Note will bear interest at the rate of 4.625% per annum from August 14, 2012 or from the most recent interest payment date to which interest has been paid, payable semi-annually on March 1 and September 1 of each year (each an "*Interest Payment Date*"), commencing March 1, 2013, to the Person in whose name the Note (or any predecessor Note) is registered at the close of business on the February 15 or August 15 next preceding such Interest Payment Date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest so payable on any Note which is not punctually paid or duly provided for on any Interest Payment Date shall forthwith cease to be payable to the Person in whose name such Note is registered on the relevant regular record date, and such defaulted interest shall instead be payable to the Person in whose name

such Note is registered on the special record date or other specified date determined in accordance with the Indenture.

If any Interest Payment Date or Stated Maturity falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date or Stated Maturity, as the case may be.

SECTION 2.4. Optional Redemption.

Except as set forth below, the Company may not optionally redeem the Notes prior to March 1, 2023. The Notes may be redeemed in whole or in part at any time or in part from time to time, at the Company's option, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest (excluding interest accrued to the redemption date) on the Notes discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 50 basis points,

(iii) plus, in each case, accrued and unpaid interest on the principal amount being redeemed to the redemption date.

The provisions of Section 5.2, 5.3 and 5.6 of the Initial Indenture shall be applicable to any optional redemption of the Notes.

SECTION 2.5. Sinking Fund; Special Mandatory Redemption.

(a) The Notes are not entitled to the benefit of any sinking fund.

(b) In the event that (i) an Acquisition has not been consummated on or prior to December 30, 2013 or (ii) at any time prior to December 30, 2013, the Company delivers an officer's certificate to the Escrow Agent in the form of Exhibit C to the Escrow Agreement then, in either case, all outstanding Notes shall be redeemed at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest to but excluding the date of redemption. For purposes of this Supplemental Indenture, the "*Special Mandatory Redemption Trigger Date*" shall be December 30, 2013 if the condition in clause (i) above is satisfied or the date on which the Company delivers the officer's certificate specified in clause (ii) above if the condition in clause (ii) above is satisfied. On the Special Mandatory Redemption Trigger Date, the Company shall deliver to the Escrow Agent the certificate contemplated by Section 2.3(b) of the Escrow Agreement and shall deliver or cause to be delivered to the Paying Agent not later than the Business Day following the Special Mandatory Redemption Trigger Date an amount in same day funds which, together with the amount of the Escrow Property as of such date, is sufficient to redeem all outstanding Notes pursuant to this Section 2.5(b) and the Paying Agent shall apply such funds to redeem all outstanding Notes on such date. The Paying Agent shall promptly return to the Company any remaining funds received by the Paying Agent pursuant to

this Section 2.5(b) or the Escrow Agreement following redemption of the Notes. The provisions of Sections 5.3 and 5.6 of the Initial Indenture shall be applicable to any redemption of the Notes pursuant to this Section 2.5(b).

SECTION 2.6. Method of Payment.

Settlement for the Notes will be made in same day funds. All payments of principal and interest will be made by the Company in same day funds. The Notes will trade in the Same-Day Funds Settlement System of The Depository Trust Company (the "*Depositary*" or "*DTC*") until maturity, and secondary market trading activity for the Notes will therefore settle in same day funds.

Principal of, premium, if any, and interest on the Notes will be payable, and the Notes will be exchangeable and transferable, at the office or agency of the Company in the City of New York maintained for such purposes (which initially will be the Trustee); *provided*, *hoever*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto as shown on the security register.

SECTION 2.7. Currency.

Principal and interest on the Notes shall be payable in United States Dollars or in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

SECTION 2.8. Registered Securities; Global Form.

The Notes shall be issuable only in fully registered form without coupons, in denominations of $2,000 and any integral multiple of $1,000 in excess thereof. No service charge will be made for any registration of transfer, exchange or redemption of Notes, except in certain circumstances for any tax or other governmental charge that may be imposed in connection therewith. The depository for the Notes shall be the DTC. The Notes shall not be issuable in definitive form.

SECTION 2.9. Form of Notes.

The Notes shall be substantially in the form attached as Exhibit A hereto.

ARTICLE THREE
COVENANTS

The following covenants shall apply to the Notes (but not with respect to any other series of Debt Securities), and are in addition to the covenants set forth in Article Four of the Initial Indenture. With respect to the Notes (but not with respect to any other series of Debt Securities), to the extent inconsistent with the covenants contained in Article Four of the Initial Indenture the covenants set forth in this Supplemental Indenture shall govern.

SECTION 3.1. Limitation on Liens.

So long as any of the Notes remain Outstanding, the Company will not, and will not permit any Subsidiary to, issue, assume or guarantee any Funded Debt that is secured by a mortgage, pledge, security interest or other Lien or encumbrance upon or with respect to any Principal Property or on the Capital Stock of any Subsidiary that owns a Principal Property unless:

(a) the Company secures the Notes equally and ratably with (or prior to) any and all Funded Debt secured by that Lien, or

(b) in the case of Funded Debt other than Capital Markets Debt, immediately after giving effect to the granting of any such Lien and the incurrence of any Funded Debt in connection therewith, the Company's Consolidated Fixed Charge Coverage Ratio would be greater than 2.0 to 1.0;

provided, *however*, that nothing contained in the foregoing shall prevent, restrict or apply to the following:

(i) Liens existing as of the Issue Date (excluding Liens securing the Senior Credit Facility) on any Property or assets owned or leased by the Company or any Subsidiary;

(ii) Liens securing any obligations under the Senior Credit Facility in an amount not to exceed the maximum amount permitted to be outstanding under the Senior Credit Facility on August 6, 2012 (including the incremental credit facilities contemplated thereunder);

(iii) Liens on Property or assets of, or any shares of stock securing Funded Debt of, any corporation or other Person existing at the time such corporation or other Person becomes a Subsidiary;

(iv) Liens on Property, assets or shares of stock securing Funded Debt existing at the time of an acquisition, including an acquisition through merger or consolidation, and Liens to secure Funded Debt incurred prior to, at the time of or within 180 days after the later of the completion of the acquisition, or the completion of the construction and commencement of the operation of any such Property, for the purpose of financing all or any part of the purchase price or construction cost of that Property;

(v) Liens on any Property or assets to secure all or any portion of the cost of development, operation, construction, alteration, repair or improvement of all or any part of such Property or assets, or to secure Funded Debt incurred prior to, at the time of or within 180 days after the completion of such development, operation, construction, alteration, repair or improvement for the purpose of financing all or any part of such costs;

(vi) Liens in favor of, or which secure Funded Debt owing to, the Company or a Subsidiary;

(vii) Liens arising from the assignment of moneys due and to become due under contracts between the Company or any Subsidiary and the United States of America, any State, Commonwealth, Territory or possession thereof or any agency, department, instrumentality or political subdivision of any thereof; or Liens in favor of the United States of America, any State, Commonwealth, Territory or possession thereof or any agency, department, instrumentality or political subdivision of any thereof, to secure progress, advance or other payments pursuant to any contract or provision of any statute, or pursuant to the provisions of any contract not directly or indirectly in connection with securing any Funded Debt;

(viii) Liens arising by reason of any attachment, judgment, decree or order of any court or other governmental authority, so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been initiated for review of such attachment, judgment, decree or order shall not have been finally terminated or so long as the period within which such proceedings may be initiated shall not have expired;

(ix) any deposit or pledge as security for the performance of any bid, tender, contract, lease or undertaking not directly or indirectly in connection with the securing of any Funded Debt; any deposit or pledge with any governmental agency required or permitted to qualify the Company or any Subsidiary to conduct business, to maintain self-insurance or to obtain the benefits of any law pertaining to worker's compensation, unemployment insurance, pensions, social security or similar matters, or to obtain any stay or discharge in any legal or administrative proceedings; deposits or pledges to obtain the release of mechanics' worker's, repairmen's, materialmen's or warehousemen's liens on the release of property in the possession of a common carrier; any security interest created in connection with the sale, discount or guarantee of notes, chattel mortgages, leases, accounts receivable, trade acceptances or other paper, or contingent repurchase obligations, arising out of sales of merchandise in the ordinary course of business; liens for taxes not yet due and payable or being contested in good faith; any deposit or pledge in connection with appeal or surety bonds; or other deposits or pledges similar to those referred to in this clause (ix);

(x) Liens created after the Issue Date on Property leased to or purchased by the Company or any Subsidiary after that date and securing, directly or indirectly, obligations issued by a State, a Territory or a possession of the United States of America, or any political subdivision of any of the foregoing, or the District of Columbia, to finance the cost of acquisition or cost of construction of such Property;

(xi) Liens arising from surveys exceptions, title defects, encumbrances, easements, reservations of, or rights of others for, rights of way, sewers, electric lines, telegraph or telephone lines and other similar purposes or zoning or other restrictions as to the use of real property not interfering with the ordinary conduct of the business of the Company or any of its Subsidiaries;

(xii) Liens arising by operation of law in favor of mechanics, materialmen, laborers, employees or suppliers, incurred in the ordinary course of business for sums

which are not yet delinquent or are being contested in good faith by negotiations or by appropriate proceedings which suspend the collection thereof;

(xiii) Liens arising from zoning restrictions, easements, licenses, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property or minor irregularities of title (and with respect to leasehold interests, mortgages, obligations, Liens and other encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the leased Property, with or without consent of the lessee), none of which materially impairs the use of any parcel of Property material to the operation of the business of the Company or any Subsidiary or the value of such Property for the purpose of such business; or

(xiv) any extension, renewal, substitution or replacement (or successive extensions, renewals, substitutions or replacements), as a whole or in part, of any Lien referred to in subparagraphs (i) through (xiii) above or the Funded Debt secured thereby; *provided*, that (1) such extension, renewal, substitution or replacement Lien shall be limited to all or any part of the same Property or assets or shares of stock that secured the Lien extended, renewed, substituted or replaced (plus improvements on such Property and any other Property or assets not then constituting a Principal Property) and (2) the Funded Debt secured by such Lien at such time is not increased.

SECTION 3.2. Purchase of Notes upon a Change of Control.

(a) If a Change of Control shall occur at any time, then each Holder of Notes shall have the right to require that the Company purchase such Holder's Notes in whole or in part (equal to $2,000 or an integral multiple of $1,000 in excess thereof), at a purchase price (the "*Change of Control Purchase Price*") in cash in an amount equal to 101% of the principal amount of such Notes, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase (the "*Change of Control Purchase Date*"), pursuant to the offer described in subsection (b) of this Section (the "*Change of Control Offer*") and in accordance with the procedures set forth in subsections (b), (c), (d) and (e) of this Section 3.2.

(b) Within 30 days following any Change of Control, the Company shall (i) cause a notice of the Change of Control Offer to be sent at least once to the Dow Jones News Service or similar business news service in the United States of America; and (ii) notify the Trustee thereof and give written notice (a "*Change of Control Purchase Notice*") of such Change of Control to each Holder by first-class mail, postage prepaid, at its address appearing in the Security Register stating or including:

(1) that a Change of Control has occurred, the date of such event, and that such Holder has the right to require the Company to repurchase such Holder's Notes at the Change of Control Purchase Price;

(2) the circumstances and relevant facts regarding such Change of Control (including information with respect to the Company's pro forma consolidated historical income, cash flow and capitalization after giving effect to such Change of Control);

(3) that the Change of Control Offer is being made pursuant to this Section 3.2 and that all Notes properly tendered pursuant to the Change of Control Offer will be accepted for payment at the Change of Control Purchase Price;

(4) the Change of Control Purchase Date, which shall be a Business Day no earlier than 30 days nor later than 60 days from the date such notice is mailed, or such later date as is necessary to comply with requirements under the Exchange Act;

(5) the Change of Control Purchase Price;

(6) the names and addresses of the Paying Agent and the offices or agencies referred to in Section 4.2 of the Initial Indenture;

(7) that Notes must be surrendered on or prior to the Change of Control Purchase Date to the Paying Agent at the office of the Paying Agent or to an office or agency referred to in Section 4.2 of the Initial Indenture to collect payment;

(8) that the Change of Control Purchase Price for any Note which has been properly tendered and not withdrawn will be paid promptly following the Change of Control Offer Purchase Date;

(9) the procedures for withdrawing a tender of Notes;

(10) that any Note not tendered will continue to accrue interest; and

(11) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date.

(c) Upon receipt by the Company of the proper tender of Notes, the Holder of the Note in respect of which such proper tender was made shall (unless the tender of such Note is properly withdrawn) thereafter be entitled to receive solely the Change of Control Purchase Price with respect to such Note. Upon surrender of any such Note for purchase in accordance with the foregoing provisions, such Note shall be paid by the Company at the Change of Control Purchase Price; *provided*, *however*, that installments of interest whose Stated Maturity is on or prior to the Change of Control Purchase Date shall be payable to the Holders of such Notes registered as such on the relevant record dates according to the terms and the provisions of Section 2.3. If any Note tendered for purchase shall not be so paid upon surrender thereof, the principal thereof (and premium, if any, thereon) shall, until paid, bear interest from the Change of Control Purchase Date at the rate borne by such Note. Holders electing to have Notes purchased will be required to surrender such Notes to the Paying Agent at the address specified in the Change of Control Purchase Notice at least two Business Days prior to the Change of Control Purchase Date. Any Note that is to be purchased only in part shall be surrendered to a Paying Agent at the office of such Paying Agent (with, if the note registrar designated pursuant to Section 4.2 of the Initial Indenture or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the note registrar or the Trustee, as the case may be, duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the

Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, one or more new Notes of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased.

(d) The Company shall (i) not later than the Change of Control Purchase Date, accept for payment Notes or portions thereof tendered pursuant to the Change of Control Offer, (ii) not later than 11:00 a.m. (New York time) on the Change of Control Purchase Date, deposit with the Paying Agent an amount of cash sufficient to pay the aggregate Change of Control Purchase Price of all the Notes or portions thereof which are to be purchased as of the Change of Control Purchase Date and (iii) not later than the Change of Control Purchase Date, deliver to the Paying Agent an Officers' Certificate stating the Notes or portions thereof accepted for payment by the Company. The Paying Agent shall promptly mail or deliver to Holders of Notes so accepted payment in an amount equal to the Change of Control Purchase Price of the Notes purchased from each such Holder, and the Company shall execute and the Trustee shall promptly authenticate and mail or deliver to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered. Any Notes not so accepted shall be promptly mailed or delivered by the Paying Agent at the Company's expense to the Holder thereof. The Company will publicly announce the results of the Change of Control Offer on the Change of Control Purchase Date. For purposes of this Section 3.2, the Company shall choose a Paying Agent which shall not be the Company.

(e) Tendered Notes may be withdrawn before or after delivery by the Holder to the Paying Agent at the office of the Paying Agent of the Note to which such Change of Control Purchase Notice relates, by means of a written notice of withdrawal delivered by the Holder to the Paying Agent at the office of the Paying Agent or to the office or agency referred to in Section 4.2 of the Initial Indenture to which the related Change of Control Purchase Notice was delivered not later than three Business Days prior to the Change of Control Purchase Date specifying, as applicable:

(1) the name of the Holder;

(2) the certificate number of the Note in respect of which such notice of withdrawal is being submitted;

(3) the principal amount of the Note (which shall be $2,000 or an integral multiple of $1,000 in excess thereof) delivered for purchase by the Holder as to which such notice of withdrawal is being submitted; and

(4) the principal amount, if any, of such Note (which shall be $2,000 or an integral multiple of $1,000 in excess thereof) that remains subject to the original Change of Control Purchase Notice and that has been or will be delivered for purchase by the Company.

(f) Subject to applicable escheat laws, as provided in the Notes, the Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed, together with interest or dividends, if any, thereon, held by them for the payment of the Change of Con-

trol Purchase Price; *provided*, *however*, that, (x) to the extent that the aggregate amount of cash deposited by the Company pursuant to clause (ii) of paragraph (d) above exceeds the aggregate Change of Control Purchase Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Company and (y) unless otherwise directed by the Company in writing, promptly after the Business Day following the Change of Control Purchase Date the Trustee shall return any such excess to the Company together with interest, if any, thereon.

(g) Notwithstanding the foregoing, the Company shall not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 3.2 applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(h) The Company shall comply with the applicable tender offer rules, including Rule 14e-1 under the Exchange Act, and any other applicable securities laws or regulations in connection with a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 3.2, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 3.2 as a result thereof.

SECTION 3.3. Limitation on Sale and Leaseback Transactions.

So long as any of the Notes remain Outstanding, neither the Company nor any Subsidiary shall enter into any arrangement with any Person (other than the Company or any Subsidiary) whereby the Company or a Subsidiary agrees to lease any Principal Property (except for leases for a term of not more than three years) which has been or is to be sold or transferred more than 120 days after the later of (i) such Principal Property having been acquired by the Company or a Subsidiary and (ii) completion of construction and commencement of full operation thereof, by the Company or a Subsidiary to that Person unless (a) the net proceeds to the Company or a Subsidiary from the sale or transfer equal or exceed the fair value, as determined by the Board of Directors, of the Principal Property so leased, (b) immediately after giving effect to such Sale and Leaseback Transaction, the Company's Consolidated Fixed Charge Coverage Ratio would be greater than 2.0 to 1.0, or (c) the Company, within 120 days after the effective date of the Sale and Leaseback Transaction, applies an amount equal to the fair value as determined by the Company's Board of Directors of the Principal Property so leased to (x) the prepayment or retirement of the Company's Funded Debt, which may include the Notes; (y) the acquisition of additional real property for the Company or any Subsidiary. A Sale and Leaseback Transaction shall not include any such arrangement for financing air, water or noise pollution control facilities or sewage or solid waste disposal facilities or involving industrial development bonds which are tax-exempt pursuant to Section 103 of the Code (or which receive similar tax treatment under any subsequent amendments thereto or successor laws thereof).

SECTION 3.4. Additional Guarantees.

In the event the Company (i) organizes or acquires any Subsidiary after the Issue Date that is not a Guarantor and such Subsidiary, directly or indirectly, provides a guarantee un-

der the Senior Credit Facility or (ii) causes or permits any Subsidiary that is not a Guarantor to, directly or indirectly, guarantee obligations under the Senior Credit Facility, then, in each case the Company shall cause such Subsidiary to simultaneously execute and deliver a supplemental indenture to the Indenture pursuant to which it will become a Guarantor under the Indenture with respect to the Notes.

If the Notes are defeased in accordance with the terms of Section 4.1, each Guarantor shall be released and discharged of its Guarantee obligations in respect of the Indenture, the Supplemental Indenture and the Notes. The Guarantee of a Guarantor shall also be released and discharged as provided in Section 14.6 of the Initial Indenture.

SECTION 3.5. Waiver of Certain Covenants.

The Company may omit in a particular instance to comply with any covenant or condition set forth in Sections 3.1 through 3.4, if, before or after the time for such compliance, the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding shall, by act of such Holders, waive such compliance in such instance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

ARTICLE FOUR
DEFEASANCE

The following provisions of this Article Four shall apply to the Notes (but not with respect to any other series of Debt Securities).

SECTION 4.1. Legal Defeasance.

The Company will be deemed to have paid and the Company and the Guarantors will be discharged from any and all obligations in respect of the Notes on the 91st day after the date of the deposit referred to in clause (a) of this Section 4.1, and the provisions of this Supplemental Indenture will no longer be in effect with respect to the Notes, and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same if:

(a) the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee and conveyed all right, title and interest to the Trustee for the benefit of the Holders of Notes, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee as trust funds in trust, specifically pledged to the Trustee for the benefit of such Holders as security for payment of the principal of and interest, if any, on the Notes, and dedicated solely to, the benefit of such Holders, in and to (1) money in an amount, (2) United States Government Obligations that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide, not later than one day before the due date of any payment referred to in this clause (a), money in an amount or (3) a combination thereof in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed

in a written certification thereof delivered to the Trustee, to pay and discharge, without consideration of the reinvestment of such interest and after payment of all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, the principal of and interest on the outstanding Notes on the Stated Maturity of such principal or interest; *provided*, that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such United States Government Obligations to the payment of such principal and interest with respect to the Notes;

(b) the Company has delivered to the Trustee either (x) an Opinion of Counsel to the effect that Holders of Notes will not recognize income, gain or loss for federal income tax purposes as a result of the Company's exercise of its option under this Section 4.1 and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such option had not been exercised, which Opinion of Counsel shall be based upon (and accompanied by a copy of) a ruling of the Internal Revenue Service to the same effect unless there has been a change in applicable federal income tax law after the Original Issue Date of such Securities such that a ruling is no longer required or (y) a ruling directed to the Trustee received from the Internal Revenue Service to the same effect as the aforementioned Opinion of Counsel;

(c) immediately after giving effect to such deposit, on a pro forma basis, no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit or, insofar as Sections 5.1(f) and 5.1(g) are concerned, at any time during the period ending on the 91st day after such date of such deposit; and

(d) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the defeasance contemplated by this Section 4.1 have been complied with.

Notwithstanding the foregoing paragraph, the Company's obligations in Sections 2.4, 2.6, 2.8, 2.9, 2.10, 2.12, 2.13, 4.1, 4.2, 11.2 and 11.6 of the Initial Indenture and Sections 4.4, 4.5 and 5.1 hereof shall survive until the Notes are no longer Outstanding. Thereafter, the Company's obligations in Sections 4.4 and 4.5 hereof shall survive and Section 11.2 of the Initial Indenture shall survive.

After any such irrevocable deposit, the Trustee upon request shall acknowledge in writing the discharge of the Company's obligations under the Notes and the Indenture with respect to the Notes except for those surviving obligations in the immediately preceding paragraph.

SECTION 4.2. Defeasance of Certain Obligations.

The Company may omit to comply with any term, provision or condition set forth in Sections 3.1, 3.2, 3.3 and 3.4 hereof and a breach with respect to Sections 3.1, 3.2, 3.3 or 3.4 shall be deemed not to be an Event of Default, in each case with respect to the outstanding Notes if:

(a) with reference to this Section 4.2, the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee (or another trustee satisfying the

requirements of the Initial Indenture) and conveyed all right, title and interest to the Trustee for the benefit of the Holders of Notes, under the terms of an irrevocable trust agreement in form and substance satisfactory to the Trustee as trust funds in trust, specifically pledged to the Trustee for the benefit of such Holders as security for payment of the principal of and interest, if any, on the Notes, and dedicated solely to, the benefit of such Holders, in and to (A) money in an amount, (B) United States Government Obligations that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide, not later than one day before the due date of any payment referred to in this clause (a), money in an amount or (C) a combination thereof in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, without consideration of the reinvestment of such interest and after payment of all federal, state and local taxes or other charges and assessments in respect thereof payable by the Trustee, the principal of and interest on the outstanding Notes on the Stated Maturity of such principal or interest; *provided*, that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such United States Government Obligations to the payment of such principal and interest with respect to the Notes;

(b) the Company has delivered to the Trustee an Opinion of Counsel to the effect that the Holders of Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit and defeasance of such covenants and Events of Default and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred;

(c) immediately after giving effect to such deposit on a pro forma basis, no Default or Event of Default with respect to the Notes shall have occurred and be continuing on the date of such deposit or, insofar as Sections 5.1(f) and 5.1(g) are concerned, at any time during the period ending on the 91st day after such date of such deposit;

(d) if the Notes are then listed on a national securities exchange, the Company has delivered to the Trustee an Opinion of Counsel to the effect that the Notes will not be delisted as a result of such deposit, defeasance and discharge; and

(e) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that all conditions precedent provided for herein relating to the defeasance contemplated by this Section 4.2 have been complied with.

SECTION 4.3. Application of Trust Money.

Subject to Section 4.5, the Trustee or Paying Agent shall hold in trust money or United States Government Obligations deposited with it pursuant to Section 4.1 or 4.2, as the case may be, and shall apply the deposited money and the proceeds from United States Government Obligations in accordance with the Notes and this Supplemental Indenture to the payment of principal of and interest on the Notes; but such money need not be segregated from other funds except to the extent required by law.

SECTION 4.4. Repayment to Company.

Subject to Sections 4.1 and 4.2, the Trustee and the Paying Agent shall promptly pay to the Company upon request set forth in an Officers' Certificate any excess money held by them at any time and thereupon shall be relieved from all liability with respect to such money. The Trustee and the Paying Agent shall pay to the Company upon request any money held by them with respect to the Notes for the payment of principal or interest that remains unclaimed for two years; *provided*, that the Trustee or Paying Agent before being required to make any payment may cause to be published at the expense of the Company once in a newspaper of general circulation in the City of New York or mail to each Holder of Notes entitled to such money at such Holder's address notice that such money remains unclaimed and that after a date specified therein (which shall be at least 30 days from the date of such publication or mailing) any unclaimed balance of such money then remaining will be repaid to the Company. After payment to the Company, Holders of Notes entitled to such money must look to the Company or the Guarantors, as the case may be, for payment as general creditors unless an applicable law designates another Person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

SECTION 4.5. Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or United States Government Obligations in accordance with Section 4.1 or 4.2, as the case may be, by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under the Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 4.1 or 4.2, as the case may be, until such time as the Trustee or Paying Agent is permitted to apply all such money or United States Government Obligations in accordance with Section 4.1 or 4.2, as the case may be; *provided*, that, if the Company has made any payment of principal of or interest on any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of Notes to receive such payment from the money or United States Government Obligations held by the Trustee or Paying Agent.

ARTICLE FIVE
REMEDIES

The following provisions of this Article Five apply to the Notes (but not with respect to any other series of Debt Securities) and shall replace in its entirety Section 7.1 of the Initial Indenture.

SECTION 5.1. Events of Default.

Whenever used herein or in the Initial Indenture, an "*Event of Default*" means any one of the following events:

(a) there shall be a default in the payment of the principal of (or premium, if any, on) any Note at its Maturity (upon acceleration, optional redemption or otherwise);

(b) there shall be a default in the payment of any interest on any Note when it becomes due and payable, and such default shall continue for a period of 30 days;

(c) there shall be a default in the performance, or breach, of any covenant or agreement of the Company or any Guarantor contained in the Notes or in the Indenture, and continuance of such default or breach for a period of 90 days after the date on which written notice specifying such default or breach and requiring the Company or such Guarantor to remedy the same and stating that such notice is a "*Notice of Default*" hereunder shall have been given to the Company or such Guarantor, as the case may be, by the Trustee, or to the Company or such Guarantor, as the case may be, and the Trustee by the Holders of at least 25% in principal amount of the then outstanding Notes *provided* that, notwithstanding the foregoing, in no event shall an Event of Default with respect to any failure by the Company to comply with Section 4.5 of the Initial Indenture or any failure by the Company to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act be deemed to have occurred unless (x) the report, document, or other information required pursuant to such sections is past due under the Initial Indenture by at least 180 days and (y) such failure to comply has not been cured or waived prior to the 90th day after written notice to the Company by the Trustee or to the Company and the Trustee from the Holders of not less than 25% of the aggregate principal amount of the then outstanding Notes;

(d) the failure by the Company to make any payment, on or before the end of the applicable grace period, after the maturity of any indebtedness of the Company with an aggregate principal amount then outstanding in excess of $100.0 million or the acceleration of indebtedness of the Company with an aggregate principal amount then outstanding in excess of $100.0 million as a result of a default with respect to such indebtedness, and such indebtedness, in either case, is not discharged or such acceleration shall not have been cured, waived, rescinded or annulled within a period of 30 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Notes, a written notice specifying such failure to pay or acceleration and requiring the Company to cause such acceleration to be cured, waived, rescinded or annulled or to cause such indebtedness to be discharged and stating that such notice is a "*Notice of Default*" hereunder;

(e) any Guarantee of a Guarantor that is a Significant Subsidiary of the Company shall for any reason cease to be, or be asserted in writing by any Guarantor or the Company not to be, in full force and effect and enforceable in accordance with its terms, except to the extent contemplated by the Indenture;

(f) there shall have been the entry by a court of competent jurisdiction of (i) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or (ii) a decree or order adjudging the Company bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of

the Company or of any substantial part of their respective Properties, or ordering the winding up or liquidation of their affairs, and any such decree or order for relief shall continue to be in effect, or any such other decree or order shall be unstayed and in effect, for a period of 60 consecutive days; or

(g) (i) the Company commences a voluntary case or proceeding under any applicable Bankruptcy Law or any other case or proceeding to be adjudicated bankrupt or insolvent, (ii) the Company consents to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against it, (iii) the Company files a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, (iv) the Company (1) consents to the filing of such petition or the appointment of, or taking possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of its Properties, or (2) makes an assignment for the benefit of creditors.

The Company shall deliver to the Trustee within five days after the occurrence thereof, written notice, in the form of an Officers' Certificate, of any Default, its status and what action the Company is taking or proposes to take with respect thereto.

SECTION 5.2. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default shall occur and be continuing, the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then outstanding may, and the Trustee at the request of the Holders of not less than 25% in aggregate principal amount of the Notes then outstanding shall, declare all unpaid principal of, premium, if any, and accrued interest on all the Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders of the Notes). Thereupon such principal shall become immediately due and payable, and the Trustee may, at its discretion, proceed to protect and enforce the rights of the holders of Notes by appropriate judicial proceeding.

At any time after such declaration of acceleration has been made but before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in aggregate principal amount of the Notes outstanding, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if:

(a) the Company has paid or deposited with the Trustee a sum sufficient to pay

(i) all sums paid or advanced by the Trustee under Section 11.2 of the Initial Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel,

(ii) to the extent payment of such interest is lawful, if interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid, and

(iii) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate borne by the Notes;

(b) all Events of Default, other than the non-payment of principal of the Notes which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 7.5 of the Initial Indenture; and

(c) the rescission will not conflict with any judgment or decree.

No such rescission shall affect any subsequent Default or impair any right consequent thereon.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

SECTION 6.1. Ratification of Indenture.

Except as expressly modified or amended hereby with respect to the Notes, the Initial Indenture continues in full force and effect and is in all respects confirmed and preserved.

SECTION 6.2. Governing Law.

This Supplemental Indenture, the Notes and the Guarantees will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of law principles thereof. This Supplemental Indenture is subject to the provisions of the Trust Indenture Act and shall, to the extent applicable, be governed by such provisions.

SECTION 6.3. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE SEVEN
GUARANTEES

Each of the Guarantors hereby jointly and severally guarantees the Notes on a senior unsecured basis on the terms set forth in Article Fourteen of the Initial Indenture.

ARTICLE EIGHT
SUPPLEMENTAL INDENTURES

The following provisions of this Article Eight apply to the Notes (but not with respect to any other series of Debt Securities) and shall replace in their entirety Sections 12.1 and 12.2 of the Initial Indenture. To the extent this Article Eight is inconsistent with or conflicts with any provisions of Article Twelve in the Initial Indenture the provisions of this Article Eight shall govern.

SECTION 8.1. Supplemental Indentures and Agreements Without Consent of Holders.

Without the consent of any Holders, the Company and the Guarantors, if any, when authorized by a Certified Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto or agreements or other instruments with respect to any Guarantee, in form and substance satisfactory to the Trustee, for any of the following purposes:

(a) to evidence the succession of another Person to the Company, any Guarantor or any other obligor upon the Notes, and the assumption by any such successor of the covenants of the Company or such Guarantor or obligor herein and in the Notes and in any Guarantee;

(b) to add to the covenants of the Company, any Guarantor or any other obligor upon the Notes for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company, any Guarantor or any other obligor upon the Notes, as applicable, herein, in the Notes or in any Guarantee;

(c) to cure any ambiguity, to cure or correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, in the Notes or in any Guarantee, or to make any change to any other provisions of this Supplemental Indenture, the Indenture, the Notes or any Guarantee to the extent such change shall not adversely affect the interests of the Holders in any material respect;

(d) to comply with the requirements of the Commission in order to effect or maintain the qualification of this Supplemental Indenture and the Initial Indenture under the Trust Indenture Act, as contemplated by Section 12.4 of the Initial Indenture or otherwise;

(e) to evidence and provide the acceptance of the appointment of a successor trustee hereunder;

(f) to mortgage, pledge, hypothecate or grant a security interest in favor of the Trustee for the benefit of the Holders as security for the payment and performance of the Indenture Obligations, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a security interest is required to be granted to the Trustee pursuant to this Supplemental Indenture, the Initial Indenture or otherwise;

(g) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company pursuant to Article Ten of the Initial Indenture;

(h) to add a Guarantor or to release a Guarantor in accordance with the terms of the Indenture; or

(i) to add to or change any of the provisions of this Indenture as contemplated in Section 11.7(b) of the Initial Indenture;

and the Company hereby covenants that it will fully perform all the requirements of any such supplemental indenture which may be in effect from time to time. Nothing in this Section 8.1 shall affect or limit the right or obligation of the Company to execute and deliver to the Trustee any instrument of further assurance or other instrument which elsewhere in the Indenture it is provided shall be delivered to the Trustee.

The Trustee shall join with the Company in the execution of any such supplemental indenture, make any further appropriate agreements and stipulations which may be therein contained and accept the conveyance, transfer, assignment, mortgage or pledge of any Property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which adversely affects the Trustee's own rights, duties or immunities under this Supplemental Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 8.1 may be executed by the Company, the Guarantors and the Trustee without the consent of the holders of any of the Notes at the time Outstanding, notwithstanding any of the provisions of Section 8.2. The Trustee may rely on an Opinion of Counsel as conclusive evidence that the execution of any amendment or supplemental indenture has been effected in compliance with this Section 8.1.

SECTION 8.2. Supplemental Indentures and Agreements with Consent of Holders.

With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes, by act of said Holders delivered to the Company, each Guarantor, if any, and the Trustee, the Company and each Guarantor (if a party thereto) when authorized by a Certified Resolution, and the Trustee, may enter into an indenture or indentures supplemental hereto or agreements or other instruments with respect to any Guarantee in form and substance satisfactory to the Trustee, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Supplemental Indenture or the Initial Indenture or of modifying in any manner the rights of the Holders under this Supplemental Indenture, the Initial Indenture, the Notes or any Guarantee; *provided*, *however*, that no such supplemental indenture, agreement or instrument shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) extend the Stated Maturity of the principal of, or any installment of interest on, any Note, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which the principal of any Note or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the redemption date thereof);

(b) following the occurrence of a Change of Control, amend, change or modify the obligation of the Company to make and consummate a Change of Control Offer in

the event of a Change of Control in accordance with Section 3.2, including amending, changing or modifying any definitions with respect thereto;

(c) reduce the percentage in principal amount of the Outstanding Notes, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver of compliance with certain provisions of this Supplemental Indenture or the Initial Indenture or certain defaults hereunder and their consequences provided for in this Supplemental Indenture or the Initial Indenture or with respect to any Guarantee;

(d) modify any of the provisions of this Section 8.2, Section 3.5 of this Supplemental Indenture, or Section 7.5 of the Initial Indenture, except to increase any such percentage or to provide that certain other provisions of this Supplemental Indenture or the Initial Indenture cannot be modified or waived without the consent of the Holder of each Note affected thereby; or

(e) except as otherwise permitted under Article Ten of the Initial Indenture, consent to the assignment or transfer by the Company of any of its rights and obligations under this Supplemental Indenture or the Initial Indenture.

Upon the written request of the Company and each Guarantor, if any, accompanied by a copy of a Certified Resolution authorizing the execution of any such supplemental indenture or Guarantee, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid, the Trustee shall join with the Company and each Guarantor in the execution of such supplemental indenture or Guarantee.

It shall not be necessary for any act of Holders under this Section 8.2 to approve the particular form of any proposed supplemental indenture or Guarantee or agreement or instrument relating to any Guarantee, but it shall be sufficient if such act shall approve the substance thereof.

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

CONSTELLATION BRANDS, INC.

By: _____
Name: David E. Klein
Title: Senior Vice President and Treasurer

GUARANTORS

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S.
OPERATIONS, INC.
CONSTELLATION LEASING, LLC CONSTELLATION
TRADING
COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: _____
Name: David E. Klein
Title: Vice President and Assistant Treasurer

CONSTELLATION BEERS LTD. CONSTELLATION SERVICES
LLC

By: _____
Name: David E. Klein
Title: Vice President and Treasurer

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Trustee

By: _____
Name:
Title:

{Face of Note}

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY OR A SUCCESSOR DEPOSITORY. TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTIONS 2.6 AND 2.13 OF THE INITIAL INDENTURE AND SECTION 2.8 OF THE SUPPLEMENTAL INDENTURE.[1]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY SUCH CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.[2]

[1] Include this legend on any Global Security.

[2] Include this legend on any Global Security issued to Cede & Co. as nominee of The Depository Trust Company.

CONSTELLATION BRANDS, INC.

4.625% SENIOR NOTE DUE 2023

CUSIP NO. [ ]

No. [ ] $[ ]

CONSTELLATION BRANDS, INC., a Delaware corporation (herein called the "*Company*," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of [ ] United States Dollars on March 1, 2023, at the office or agency of the Company referred to below, and to pay interest thereon from August 14, 2012, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 1 and September 1 of each year, commencing March 1, 2013 at the rate of 4.625% per annum, in United States Dollars, until the principal hereof is paid or duly provided for. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid, or duly provided for, and interest on such defaulted interest at the interest rate borne by the Notes, to the extent lawful, shall forthwith cease to be payable to the Holder on such regular record date, and may be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than 15 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of, premium, if any, and interest on this Note will be made at the office or agency of the Company maintained for that purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that payment of interest may be made at the option of the Company, (i) in the case of a Global Security, by wire or book entry transfer to the Depository Trust Company or its nominee, or (ii) in all other cases, by check mailed to the address of the Person entitled thereto as such address shall appear on the security register.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

This Note is entitled to the benefits of Guarantees by each of the Guarantors of the punctual payment when due of the Indenture Obligations made in favor of the Trustee for the benefit of the Holders. Reference is hereby made to Article Seven of the Supplemental Indenture and Article Fourteen of the Initial Indenture for a statement of the respective rights, limitations of rights, duties and obligations under the Guarantees of each of the Guarantors.

Unless the certificate of authentication hereon has been duly executed by the Trustee referred to on the reverse hereof or by the authenticating agent appointed as provided in the Initial Indenture by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the manual or facsimile signature of its authorized officer.

Dated:

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 4.625% Senior Notes due 2023 referred to in the within-mentioned Indenture.

As Trustee, MANUFACTURERS AND
TRADERS TRUST COMPANY

By: _____
Name:
Title:

{Reverse of Note}

CONSTELLATION BRANDS, INC.

4.625% SENIOR NOTE DUE 2023

This Note is one of a duly authorized issue of Notes of the Company designated as its 4.625% Senior Notes due 2023 (herein called the "*Notes*"), issued under an Indenture dated as of April 17, 2012, among the Company, the Guarantors and Manufacturers and Traders Trust Company (the "*Trustee*," which term includes any successor Trustee under the Indenture (as defined)) (the "*Initial Indenture*"), as supplemented by Supplemental Indenture No. 1 dated as of April 17, 2012 (the "*First Supplemental Indenture*") and Supplemental Indenture No. 2 dated as of August 14, 2012 (the "*Supplemental Indenture*" and, together with the Initial Indenture and the First Supplemental Indenture, the "*Indenture*"), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the Guarantors, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness on the Notes or (b) certain restrictive covenants and related Defaults and Events of Default, in each case upon compliance with certain conditions set forth therein.

The Company may redeem the Notes, in whole or in part, at any time or from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of such Securities to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal of and interest on the Securities to be redeemed (not including any portion of such payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points as determined by the Reference Treasury Dealer, plus, in each case, accrued and unpaid interest on the Securities to the Redemption Date.

Under certain circumstances, the Company may also be required to redeem the Notes in accordance with Section 2.5(b) of the Supplemental Indenture.

Upon the occurrence of a Change of Control, each Holder may require the Company to repurchase all or a portion of such Holder's Notes (equal to $2,000 or an integral multiple of $1,000 in excess thereof), at a purchase price in cash equal to 101% of the principal amount thereof, together with accrued and unpaid interest, if any, to, but excluding, the date of repurchase.

In the case of any redemption or repurchase of Notes in accordance with the Indenture, interest installments whose Stated Maturity is on or prior to the redemption date will be available to the Holders of such Notes of record as of the close of business on the relevant regular record date referred to on the face hereof. Notes (or portions thereof) for whose redemption

and payment provision is made in accordance with the Indenture shall cease to bear interest from and after the date of redemption.

In the event of redemption or repurchase of this Note in accordance with the Indenture in part only, a new Note or Notes for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof.

If an Event of Default shall occur and be continuing, the principal amount of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions (including certain amendments permitted without the consent of any Holders) as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Guarantors and the Holders under the Indenture and the Notes and the Guarantees at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all the Notes, to waive compliance by the Company and the Guarantors with certain provisions of the Indenture and the Notes and the Guarantees and their consequences. Any such consent or waiver by or on behalf of the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, any Guarantor or any other obligor on the Notes (in the event such Guarantor or other obligor is obligated to make payments in respect of the Notes), which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note at the times, place, and rate, and in the coin or currency, herein prescribed.

If this Note is in certificated form, then as provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the security register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company maintained for such purpose in the City of New York or at such other office or agency of the Company as may be maintained for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the security registrar designated in accordance with Section 4.2 of the Initial Indenture duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

If this Note is a Global Security, it is exchangeable for a Note in certificated form as provided in the Indenture and in accordance with the rules and procedures of the Trustee and the Depositary. In addition, certificated securities shall be transferred to all beneficial holders in exchange for their beneficial interests in the Global Security if (x) the Depositary notifies the Company that it is unwilling or unable to continue as depository for the Global Security and a

successor depository is not appointed by the Company within 90 days or (y) there shall have occurred and be continuing an Event of Default and any security registrar designated in accordance with Section 4.2 of the Initial Indenture has received a request from the Depositary. Upon any such issuance, the Trustee is required to register such certificated Notes in the name of, and cause the same to be delivered to, such Person or Persons (or the nominee of any thereof).

The Notes in certificated form are issuable only in registered form without coupons in denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

No service charge shall be made for any registration of transfer or exchange of Notes, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to and at the time of due presentment of this Note for registration of transfer, the Company, any Guarantor, the Trustee and any agent of the Company, any Guarantor or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note is overdue, and neither the Company, the Trustee nor any agent shall be affected by notice to the contrary.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

All terms used in this Note which are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

FORM OF TRANSFER NOTICE

I or we assign and transfer this Note to:

Please insert social security or other identifying number of assignee

Print or type name, address and zip code of assignee and irrevocably appoint_____

(Agent), to transfer this Note on the books of the Company. The Agent may substitute another to act for him.

Dated _____ Signed _____

(Sign exactly as name appears on the other side of this Note)

{Signature must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved guarantee medallion program pursuant to Securities and Exchange Commission Rule 17 Ad-15}

EXHIBIT B

GUARANTEES

For value received, each of the undersigned hereby unconditionally guarantees, jointly and severally, to the holder of this Note the payment of principal of, premium, if any, and interest on this Note upon which these Guarantees are endorsed in the amounts and at the time when due and payable whether by declaration thereof, or otherwise, and interest on the overdue principal and interest, if any, of this Note, if lawful, and the payment or performance of all other obligations of the Company under the Indenture or the Notes, to the holder of this Note and the Trustee, all in accordance with and subject to the terms and limitations of this Note and Article Fourteen of the Initial Indenture. These Guarantees will not become effective until the Trustee duly executes the certificate of authentication on this Note.

Dated: _____

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S.
OPERATIONS, INC.
CONSTELLATION LEASING, LLC CONSTELLATION
TRADING
COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: _____
Name: David E. Klein
Title: Vice President and Assistant Treasurer

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: _____
Name: David E. Klein
Title: Vice President and Treasurer

Exhibit 4.2

RESTATEMENT AGREEMENT

RESTATEMENT AGREEMENT, dated as of August 8, 2012 (this "**Restatement Agreement**"), among Constellation Brands, Inc., a Delaware corporation ("**Borrower**"), Bank of America, N.A., as Administrative Agent (as defined below), and the other parties hereto.

PRELIMINARY STATEMENTS

A. Borrower has entered into a Credit Agreement dated as of May 3, 2012, among Borrower, the Lenders thereto, JPMORGAN CHASE BANK, N.A., BARCLAYS BANK PLC., COBANK, ACB and COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH, as co-syndication agents (in such capacity, "**Co-Syndication Agents**"), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC, BARCLAYS BANK PLC, COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH and COBANK, ACB, as Joint Lead Arrangers and Joint Bookrunning Managers, COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH and COBANK, ACB, as Joint Lead Arrangers and Joint Bookrunning Managers for the Term A-1 Loans, BANK OF AMERICA, N.A., as swingline lender (in such capacity "**Swingline Lender**") as issuing bank (in such capacity, "**Issuing Bank**"), and as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders (as amended, supplemented or otherwise modified from time to time through the date hereof, the "**Original Credit Agreement**").

B. The parties hereto wish to amend and restate the Original Credit Agreement in its entirety on the terms set forth in the Amended and Restated Credit Agreement (as defined below).

C. Each Lender who executes and delivers this Restatement Agreement has agreed to amend and restate the Original Credit Agreement in its entirety in the form attached as Annex A hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency and receipt of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Restatement Agreement have the same meanings as specified in the Amended and Restated Credit Agreement or, if not defined therein, in the Original Credit Agreement.

SECTION 2. Amendment and Restatement. Effective as of the Restatement Effective Date (as defined below), and subject to the terms and conditions set forth herein, the Original Credit Agreement (including the schedules and exhibits thereto) is hereby amended and restated in the form of Annex A hereto (the Original Credit Agreement, as so amended and restated, being referred to as the "**Amended and Restated Credit Agreement**").

SECTION 3. Conditions of Effectiveness. This Restatement Agreement and the amendment and restatement of the Original Credit Agreement as set forth in Section 2 hereof shall become effective as of the first date (such date being referred to as the "**Restatement Effective Date**") when each of the following conditions shall have been satisfied:

(a) *Execution of Documents.* The Administrative Agent shall have received (i) this Restatement Agreement, duly executed and delivered by the Borrower, the Administrative Agent, the Required Lenders under the Original Credit Agreement and each Lender that is listed on Schedule 2.01 to the Amended and Restated Credit Agreement as having a Term A-2 Loan Commitment and (ii) a Guarantor Consent and Reaffirmation, in the form of Annex B hereto, duly executed and delivered by each Guarantor.

(b) *Upfront Fees.* The Administrative Agent shall have received from the Borrower an upfront fee, for the account of each Term A-2 Lender, in an amount separately agreed between the Borrower and J.P. Morgan Securities LLC.

(c) *Certificate of Responsible Officer.* The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower, certifying the conditions set forth in Sections 4.02(a) and (b) of the Amended and Restated Credit Agreement shall have been satisfied on and as of the Restatement Effective Date.

(d) *Legal Opinion*. The Administrative Agent shall have received the executed legal opinion of Nixon Peabody LLP, U.S. counsel to the Borrower in form reasonably satisfactory to the Administrative Agent.

The Administrative Agent shall notify Borrower and Lenders in writing when this Restatement Agreement and the amendment and restatement of the Original Credit Agreement have become effective.

SECTION 4. Representations and Warranties. Borrower represents and warrants as follows as of the date hereof:

(a) The execution, delivery and performance by Borrower of this Restatement Agreement have been duly authorized by all necessary corporate or other organizational action. The execution, delivery and performance by Borrower of this Restatement Agreement will not (a) violate the organizational documents of any Loan Party, (b) violate any law applicable to any Loan Party, (c) violate or result in a default or require any consent or approval under any indenture, agreement or other instrument binding upon any Loan Party or its property, or give rise to a right thereunder to require any payment to be made by any Loan Party, except for violations, defaults, failures to obtain any consent or approval or the creation of such rights that could not reasonably be expected to result in a Material Adverse Effect, and (d) will not result in the creation or imposition of any Lien on any property of any Loan Party, except Liens created by the Loan Documents.

(b) This Restatement Agreement has been duly executed and delivered by the Borrower. Each of this Restatement Agreement, the Amended and Restated Credit Agreement and each other Loan Document to which Borrower is a party, after giving effect to the amendments pursuant to this Restatement Agreement, constitutes a legal, valid and binding obligation of the Borrower, enforceable against Borrower 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.

(c) Upon the effectiveness of this Restatement Agreement, no Default or Event of Default shall exist.

(d) Each of the representations and warranties of the Borrower and each other Loan Party contained in Article III of the Amended and Restated Credit Agreement or any other Loan Document, is true and correct in all material respects on and as of the date hereof; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; *provided, further*, that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" is true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

SECTION 5. Execution in Counterparts. This Restatement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Restatement Agreement shall be effective as delivery of an original executed counterpart of this Restatement Agreement.

SECTION 6. Successors. The terms of this Restatement Agreement shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 7. Governing Law. This Restatement Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[The remainder of this page is intentionally left blank]

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

CONSTELLATION BRANDS, INC.

By: /s/ David E. Klein
Name: David E. Klein
Title: Senior Vice President and Treasurer

[Restatement Agreement Signature Page]

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

BANK OF AMERICA, N.A., individually as a
Term A-2 Lender and as Administrative Agent

By: /s/ Colleen M. O'Brien
Name: Colleen M. O'Brien
Title: Sr. Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

JPMORGAN CHASE BANK, N.A.,
as a Term A-2 Lender

By: /s/ Tony Yung
Name: Tony Yung
Title: Executive Director

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

American Savings Bank, F.S.B,
as a Term A-2 Lender

By: /s/ Rian DuBach
Name: Rian DuBach
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Branch Banking and Trust Company,
as a Term A-2 Lender

By: /s/ Candace C. Moore
Name: Candace C. Moore
Title: Assistant Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

BMO Harris Financing, Inc.
as a Term A-2 Lender

By: /s/ Philip Langheim
Name: Philip Langheim
Title: Managing Director

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,
as a Term A-2 Lender

By: /s/ Thomas Danielson
Name: Thomas Danielson
Title: Authorized Signatory

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

The Bank of East Asia, New York Branch,
as a Term A-2 Lender

By: /s/ James Hua
Name: James Hua
Title: SVP

By: /s/ Kitty Sin
Name: Kitty Sin
Title: SVP

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

BANK OF THE WEST,
as a Term A-2 Lender

By: /s/ Tracy Holmes
Name: Tracy Holmes
Title: Regional Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Barclays Bank PLC,
as a Term A-2 Lender

By: /s/ Diane Rolfe
Name: Diane Rolfe
Title: Director

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

E.SUN COMMERCIAL BANK, LTD., LOS ANGELES BRANCH
as a Term A-2 Lender,

as a Term A-2 Lender

By: /s/ Edward Chen
Name: Edward Chen
Title: VP & General Manager

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Fifth Third Bank,
as a Term A-2 Lender

By: /s/ Jim Janovsky
Name: Jim Janovsky
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

FirstMerit Bank, N.A.,
as a Term A-2 Lender

By: /s/ Brett Johnson
Name: Brett Johnson
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Flushing Savings Bank, FSB,
as a Term A-2 Lender

By: /s/ John Stangl
Name: John Stangl
Title: Assistant Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

GOLDMAN SACHS BANK USA,
as a Term A-2 Lender

By: /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

HSBC Bank USA, National Association,
as a Term A-2 Lender

By: /s/ Bruce Yoder
Name: Bruce Yoder
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Hua Nan Commercial Bank, Ltd. New York Agency,
as a Term A-2 Lender

By: /s/ Lie-Pun Lin
Name: Lie-Pun Lin
Title: Deputy General Manager

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Manufacturers and Traders Trust Company,
as a Term A-2 Lender

By: /s/ Mike Nichting
Mike Nichting
Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

PNC Bank, National Association,
as a Term A-2 Lender

By: /s/ James F. Stevenson
Name: James F. Stevenson
Title: Senior Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A., "RaboBank Nederland",
New York Branch, as a Term A-2 Lender

By: /s/ Anthony Liang
Name: Anthony Liang
Title: Managing Director

By: /s/ Sue Chen-Holmes
Name: Sue Chen-Holmes
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

The Bank of Nova Scotia,
as a Term A-2 Lender

By: /s/ Laura Gimena
Name: Laura Gimena
Title: Director

By: /s/ Juan Pablo Jimenez
Name: Juan Pablo Jimenez
Title: Associate Director

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Sumitomo Mitsui Trust Bank, Limited
New York Branch,

as a Term A-2 Lender

By: /s/ Albert C. Tew II
Name: Albert C. Tew II
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Sumitomo Mitsui Banking Corporation,
as a Term A-2 Lender

By: /s/ David W. Kee
Name: David W. Kee
Title: Managing Director

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

SunTrust Bank,
as a Term A-2 Lender

By: /s/ Tesha Winslow
Name: Tesha Winslow
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

TD BANK, N.A.,
as a Term A-2 Lender

By: /s/ Alan Garson
Name: Alan Garson
Title: Senior Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

UBS LOAN FINANCE LLC,
as a Term A-2 Lender

By: /s/ Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By: /s/ David Urban
Name: David Urban
Title: Associate Director

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

US Bank National Association,
as a Term A-2 Lender

By: /s/ James D. Pegues
Name: James D. Pegues
Title: Vice President

By executing this signature page, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Wells Fargo Bank, National Association,
as a Term A-2 Lender

By: /s/ Kenneth Washington
Name: Kenneth Washington
Title: Senior Vice President

BANK OF AMERICA, N.A.,
individually as a Lender and as Administrative Agent

By: /s/ Colleen O'Brien
Name: Colleen O'Brien
Title: SVP

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

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

By: /s/ Tony Yung
Name: Tony Yung
Title: Executive Director

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

AgStar Financial Services, PCA,
as a Lender

By: /s/ Troy Mostaert
Name: Troy Mostaert
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Kenneth M. Blackwell
Name: Kenneth M. Blackwell
Title: Senior Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

BMO Harris Financing, Inc.
as a Lender

By: /s/ Philip Langheim
Name: Philip Langheim
Title: Managing Director

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ David Mahmood
Name: David Mahmood
Title: Managing Director

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,
as a Lender

By: /s/ Christine Howatt
Name: Christine Howatt
Title: Authorized Signatory

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

BANK OF THE WEST,
as a Lender

By: /s/ Tracy Holmes
Name: Tracy Holmes
Title: Regional Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Barclays Bank PLC,
as a Lender

By: /s/ Noam Azachi
Name: Noan Azachi
Title: Assistant Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

CoBank, ACB,
as a Lender

By: /s/ Michael Tousignant
Name: Michael Tousignant
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Farm Credit East, ACA,
as a Lender

By: /s/ Kerri B. Sears
Name: Kerri B. Sears
Title: Assistant Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Farm Credit Services of America, PCA
as a Lender

By: /s/ Bruce Dean
Name: Bruce Dean
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Fifth Third Bank
as a Lender

By: /s/ Jim Janovsky
Name: Jim Janovsky
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

FIRSTMERIT BANK, N.A.
as a Lender

By: /s/ Robert G. Morlan
Name: Robert G. Morlan
Title: Senior Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

First Niagara Bank, N.A.
as a Lender

By: /s/ Steven L. Yantz
Name: Steven L. Yantz
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

HSBC Bank USA, National Association
as a Lender

By: /s/ Bruce Yoder
Name: Bruce Yoder
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

PNC Bank, National Association,
as a Lender

By: /s/ James F. Stevenson
Name: James F. Stevenson
Title: Senior Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Cooperative Centrale Raiffeisen-
Boerenleenbank B.A. “Rabobank Nederland”,
New York Branch, as a Lender

By: /s/ Betty Janelle
Name: Betty Janelle
Title: Managing Director

By: /s/ Sue Chen-Holmes
Name: Sue Chen-Holmes
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

SCOTIABANC INC.,
as a Lender

By: /s/ J.F. Todd
Name: J.F. Todd
Title: Managing Director

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Sumitomo Mitsui Banking Corporation,
as a Lender

By: /s/ David W. Kee
Name: David W. Kee
Title: Managing Director

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

SunTrust Bank
as a Lender

By: /s/ Tesha Winslow
Name: Tesha Winslow
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

TD Bank, N.A.,
as a Lender

By: /s/ Alan Garson
Name: Alan Garson
Title: Senior Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

UBS LOAN FINANC LLC,
as a Lender

By: /s/ Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

By: /s/ Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

U.S. Bank National Association,
as a Lender

By: /s/ James D. Pegues
Name: James D. Pegues
Title: Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Wells Fargo Bank, National Association,
as a Lender

By: /s/ Kenneth Washington
Name: Kenneth Washington
Title: Senior Vice President

By executing this signature page as a Lender under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

WESTPAC BANKING CORPORATION,
as a Lender

By: /s/ David Brumby
Name: David Brumby
Title: Executive Director
Westpac Americas

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

1st Farm Credit Services, FLCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Dale A. Richardson
Name: Dale A. Richardson
Title: Vice President, Capital Markets

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

AgFirst Farm Credit Bank, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Bruce B. Fortner
Name: Bruce B. Fortner
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

American AgCredit, FLCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ William Rodda
Name: William Rodda
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Badgerland Financial, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Larry Coulthard
Larry Coulthard
VP-Capital Markets

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

FCS Financial, PCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Lee Fuchs
Name: Lee Fuchs
Title: Vice President, Capital Markets

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

FARM CREDIT BANK OF TEXAS, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Chris M. Levine
Name: Chris M. Levine
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Farm Credit Services of Mid-America, FLCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Ralph M. Bowman
Name: Ralph M. Bowman
Title: Vice President Capital Markets

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

FARM CREDIT WEST, FLCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Ben Madonna
Name: Ben Madonna
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Fresno-Madera Production Credit Association, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Robert Kratz
Name: Robert Kratz
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Frontier Farm Credit, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Roger Riffel
Name: Roger Riffel
Title: Senior VP - Credit

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

GreenStone Farm Credit Services, ACA/FLCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Jeff Pavlik
Name: Jeff Pavlik
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

NORTHWEST FARM CREDIT SERVICES, FLCA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Casey Kinzer
Name: Casey Kinzer
Title: Account Manager / VP

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

UNITED FCS, FLCA D/B/A FCS COMMERCIAL FINANCE GROUP, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Daniel J. Best
Name: Daniel J. Best
Title: Vice President

By executing this signature page as a Voting Participant under the Original Credit Agreement, the undersigned institution agrees to the terms of the Restatement Agreement and the Amended and Restated Credit Agreement.

Yosemite Farm Credit, ACA, as a voting participant pursuant to Subsection 9.04(f) of the Credit Agreement

By: /s/ Leslie C. Crutcher
Name: Leslie C. Crutcher
Title: Sr. Vice President

ANNEX A

AMENDED AND RESTATED CREDIT AGREEMENT

[SEE ATTACHED]

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

August 8, 2012

among

CONSTELLATION BRANDS, INC.,
as the Borrower

and

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

The Lenders Party Hereto,

JPMORGAN CHASE BANK, N.A.
BARCLAYS BANK PLC
COBANK, ACB
and
COÖPERATIEVE CENTRALE
RAIFFEISEN – BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH,
as Co-Syndication Agents

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
J.P. MORGAN SECURITIES LLC
BARCLAYS BANK PLC
COÖPERATIEVE CENTRALE
RAIFFEISEN – BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH
and
COBANK, ACB,
as Joint Lead Arrangers and Joint Bookrunning Managers

COÖPERATIEVE CENTRALE
RAIFFEISEN – BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH
and
COBANK, ACB,
as Joint Lead Arrangers and Joint Bookrunning Managers for the Term A-1 Loans

J.P. MORGAN SECURITIES LLC
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
WELLS FARGO SECURITIES, LLC
BARCLAYS BANK PLC
and

COÖPERATIEVE CENTRALE
RAIFFEISEN – BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH,
as Joint Lead Arrangers and Joint Bookrunning Managers for the Term A-2 Loans

JPMORGAN CHASE BANK, N.A.
and
COÖPERATIEVE CENTRALE
RAIFFEISEN—BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH,
as Co-Syndication Agents for the Term A-2 Loans

WELLS FARGO BANK, N.A.
and
BARCLAYS BANK PLC
as Co-Documentation Agents for the Term A-2 Loans

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AMENDED AND RESTATED CREDIT AGREEMENT (this "Agreement") dated as of August 8, 2012 among CONSTELLATION BRANDS, INC., a Delaware corporation, the LENDERS party hereto, BANK OF AMERICA, N.A., as Administrative Agent and the other parties hereto.

The parties hereto agree to the following:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Acquired Entity or Business" means each Person, property, business or assets acquired by the Borrower or a Subsidiary, to the extent not subsequently sold, transferred or otherwise disposed of by the Borrower or such Subsidiary.

"Acquisition" means the acquisition by Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc., each a wholly owned subsidiary of the Borrower, of all of the outstanding Equity Interests of Crown Imports LLC that are not currently owned by Constellation Beers Ltd. in accordance with the terms of the Acquisition Agreement.

"Acquisition Agreement" means the Membership Interest Purchase Agreement, dated as of June 28, 2012, by and among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., the Borrower and Anheuser-Busch InBev SA/NV.

"Act" has the meaning assigned in Section 9.13.

"Additional Credit Extension Amendment" means an amendment to this Agreement (which may, at the option of the Administrative Agent, be in the form of an amendment and restatement of this Agreement) providing for any Incremental Term Loans, Replacement Term Loans, Extended Term Loans or Extended Revolving Commitments which shall be consistent with the applicable provisions of this Agreement relating to Incremental Term Loans, Replacement Term Loans, Extended Term Loans or Extended Revolving Commitments and otherwise satisfactory to the Administrative Agent and the Borrower.

"Administrative Agent" means Bank of America, in its capacity as administrative agent for the Lenders hereunder, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 9.01 or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

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

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agency Fee Letter" means the administrative agency fee letter, dated as of the March 29, 2012, between the Borrower and the Administrative Agent.

"Agent Parties" has the meaning assigned in Section 9.01(c).

"Agreement" has the meaning assigned in the preamble hereto.

"Alternative Currencies" means any currency (other than Dollars) approved by the Administrative Agent and the applicable Issuing Bank.

"Applicable Percentage" means, with respect to any Lender, (a) with respect to Revolving Loans, L/C Exposure or Swingline Loans of any Class, a percentage equal to a fraction the numerator of which is such Lender's Revolving Commitment of such Class and the denominator of which is the aggregate Revolving Commitments of such Class of all Revolving Lenders (if the Revolving Commitments of such Class have terminated or expired, the Applicable Percentages shall be determined based upon such Lender's share of the aggregate Revolving Credit Exposures of such Class at that time) , (b) with respect to the Term Loans of any Class, a percentage equal to a fraction the numerator of which is such Lender's outstanding principal amount of the Term Loans of such Class and the denominator of which is the aggregate outstanding amount of the Term Loans of such Class and (c) with respect to the Term A-2 Loan Commitments, a percentage equal to a fraction the numerator of which is such Lender's Term A-2 Loan Commitment and the denominator of which is the aggregate outstanding amount of the Term A-2 Loan Commitments of all Lenders.

"Applicable Period" has the meaning assigned to such term in the definition of "Applicable Rate."

"Applicable Rate" means (i) 1.75% in the case of Eurodollar Term A Loans and Eurodollar Term A-2 Loans, Eurodollar Revolving Loans and L/C Fees, (ii) 0.75% in the case of Base Rate Term A Loans, Base Rate Term A-2 Loans, Base Rate Revolving Loans and Swingline Loans, (iii) 2.00% in the case of Eurodollar Term A-1 Loans, (iv) 1.00% in the case of Base Rate Term A-1 Loans and (v) 0.35%, in the case of commitment fees; provided that, the Applicable Rate shall be subject to adjustment following each date of delivery of financial statements of the Borrower pursuant to Section 5.01(a) or (b) ("Financials"), commencing with the fiscal quarter ending August 31, 2012, based on the Consolidated Leverage Ratio, as follows:

Level	Consolidated Leverage Ratio:	Eurodollar Term A Loans, Revolving Loans and L/C Fees	Base Rate Term A Loans, Revolving Loans and Swingline Loans	Eurodollar Term A-1 Loans	Base Rate Term A-1 Loans	Eurodollar Term A-2 Loans	Base Rate Term A-2 Loans	Commitment Fee
1	> 5.00:1	2.25%	1.25%	2.50%	1.50%	2.25%	1.25%	0.50%
2	> 4.50:1 but £ 5.00:1	2.00%	1.00%	2.25%	1.25%	2.00%	1.00%	0.40%
3	> 3.50:1 but £ 4.50:1	1.75%	0.75%	2.00%	1.00%	1.75%	0.75%	0.35%
4	> 2.25:1 but £ 3.50:1	1.50%	0.50%	1.75%	0.75%	1.50%	0.50%	0.30%
5	£ 2.25:1	1.25%	0.25%	1.50%	0.50%	1.25%	0.25%	0.25%

Any increase or decrease in the Applicable Rates resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date of delivery of the most recent Financials; provided that at the option of the Required Lenders, Level 1 pricing shall apply (i) as of the first Business Day after the date on which such Financials were required to have been delivered but have not been delivered pursuant to Section 5.01(a) or (b) and shall continue to so apply to and including the date on which such Financials are so delivered (and thereafter the Level otherwise determined in accordance with this definition shall apply) and (ii) as of the first Business Day after an Event of Default under Article VII shall have occurred and be continuing and the Administrative Agent has notified the Borrower that Level I pricing applies, and shall continue to so apply to but excluding the date on which such Event of Default shall cease to be continuing (and thereafter the Level otherwise determined in accordance with this definition shall apply).

In the event that any Financials previously delivered were incorrect or inaccurate (regardless of whether this Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Rate for any period (an "Applicable Period") than the Applicable Rate applied for such Applicable Period, then (i) the Borrower shall as soon as practicable deliver to the Administrative Agent the correct Financials for such Applicable Period, (ii) the Applicable Rate shall be determined as if the Level for such higher Applicable Rate were applicable for such Applicable Period, and (iii) the Borrower shall within 3 Business Days of demand thereof by the Administrative Agent pay to the Administrative Agent the accrued additional interest owing as a result of such increased Applicable Rate for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with this Agreement. This paragraph shall not limit the rights of the Administrative Agent and Lenders with respect to any Event of Default.

"Applicable Time" means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the Issuing Bank, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

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

"Arrangers" means (a) with respect to the Term A Loans and the Revolving Loans, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Barclays Bank PLC, Coöperatieve Centrale Raiffeisen – Boerenleenbank, B.A. "Rabobank Nederland," New York Branch and CoBank, ACB, (b) with respect to the Term A-1 Loans, CoBank, ACB and Coöperatieve Centrale Raiffeisen – Boerenleenbank, B.A. "Rabobank Nederland," New York Branch and (c) the Term A-2 Arrangers.

"Asset Sale" means any Disposition of Property or series of related Dispositions of Property pursuant to clause (e)(iii), (j) or (k) of Section 6.10 which yields Net Cash Proceeds to the Borrower or any of its Subsidiaries in excess of $25,000,000 in the aggregate for any such Disposition or series of related Dispositions.

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

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04 of this Agreement), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Attributable Receivables Indebtedness" at any time shall mean the principal amount of Indebtedness which (i) if a Permitted Receivables Facility is structured as a secured lending agreement, would constitute the principal amount of such Indebtedness or (ii) if a Permitted Receivables Facility is structured as a purchase agreement, would be outstanding at such time under the Permitted Receivables Facility if the same were structured as a secured lending agreement rather than a purchase agreement.

"Augmenting Lender" has the meaning assigned to such term in Section 2.19(a).

"Auto-Extension Letter of Credit" has the meaning set forth in Section 2.05(b)(iii).

"Availability Period" means the period from and including the Closing Date to but excluding the earlier of the Revolving Credit Maturity Date and the date of termination of the Revolving Commitments in accordance with the provisions of this Agreement.

"Available Amount" means, at any time (the "Reference Time"), an amount equal to:

(a) the sum, without duplication, of:

(i) an amount equal to 50% of the cumulative amount of Consolidated Net Income for the period commencing on June 1, 2012 and ending on the last day of the most recent fiscal quarter of the Borrower completed prior to the Reference Time for which financial statements have been delivered pursuant to Section 5.01(a) or (b) (or, if Consolidated Net Income for such period is negative, 100% of such negative amount), plus

(ii) the aggregate net cash proceeds received after the Closing Date and at or prior to the Reference Time by the Borrower either (1) as capital contributions in the form of common equity to the Borrower (other than from any of its Subsidiaries) or (2) from the issuance or sale (other than to any of its Subsidiaries) of Qualified Equity Interests, plus

(iii) the aggregate net cash proceeds received after the Closing Date and at or prior to the Reference Time by the Borrower (other than from any of its Subsidiaries) upon the exercise of any options, warrants or rights to purchase Qualified Equity Interests of the Borrower (and excluding the Net Cash Proceeds from the exercise of any options, warrants or rights to purchase Qualified Equity Interest financed, directly or indirectly, using funds borrowed from the Borrower or any Subsidiary until and only to the extent such borrowing is repaid), plus

(iv) 100% of the aggregate amount received in cash by means of the sale or other disposition (other than to the Borrower or a Subsidiary) of Investments made pursuant to Section 6.05(n) or (o) by the Borrower or its Subsidiaries and repurchases and redemptions of such Investments from the Borrower or its Subsidiaries and repayments of loans or advances which constitute such Investments made pursuant to Section 6.05(n) or (o) by the Borrower or its Subsidiaries, in each case to the extent that such amounts were not otherwise included in the Consolidated Net Income of the Borrower for such period, minus

(b) the sum, without duplication, of:

(i) the aggregate amount of Restricted Payments made pursuant to Section 6.04(g) and (j) prior to the Reference Time;plus

(ii) the aggregate amount of Investments made in reliance on Section 6.05(n) and (o) prior to the Reference Time;plus

(iii) the aggregate amount of prepayments of Specified Indebtedness made in reliance on Section 6.06(c) and (d) prior to the Reference Time.

"Bank of America" means Bank of America, N.A. and its successors.

"Barbados Charge over Shares" means a Charge over Shares, substantially in the form of Exhibit D-4 hereto, executed and delivered by the Borrower in favor of the Administrative Agent on the Closing Date.

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

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means Constellation Brands, Inc., a Delaware corporation.

"Borrower Materials" has the meaning assigned in Section 5.01.

"Borrowing" means (a) Loans (other than Swingline Loans) of the same Class and Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect, or (b) a Swingline Loan.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Bridge B Loans" has the meaning assigned to such term in the Bridge Facility.

"Bridge Facility" means the Amended and Restated Interim Loan Agreement, dated as of July 18, 2012, by and among the Borrower, Bank of America, as administrative agent, and the lenders party thereto.

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

"Capital Lease Obligations" of any Person means 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 as in effect on the Closing Date, and the amount of such obligations as of any date shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date that would appear on a balance sheet of such Person prepared as of such date.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Issuing Bank and the Revolving Lenders, as collateral for the L/C Exposures, cash or deposit account balances pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the Issuing Bank (which documents are hereby consented to by the Revolving Lenders). Cash Collateral shall be maintained in blocked, non-interest bearing deposit accounts at Bank of America.

"Cash Equivalents" means:

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

(b) investments in commercial paper maturing within one year from the date of acquisition thereof and having, at such date of acquisition, a credit rating of at least "A-1" from S&P's or "P-1" from Moody's;

(c) marketable short-term money market and similar securities having a rating of at least "A-2" from S&P's or "P-2" from Moody's (or, if at the time neither S&P's or Moody's shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within one year from the date of acquisition thereof;

(d) investments in certificates of deposit, bankers' acceptances, time deposits and eurodollar time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any office of (x) any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than U.S. $500,000,000 or (y) any Lender hereunder;

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

(f) money market funds that (i) (x) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, as amended, and (y) substantially all of whose assets are invested in the types of assets described in clauses (a) through (e) of this definition or (ii) are issued or offered by any of the Lenders hereunder;

(g) foreign investments substantially comparable to any of the foregoing in connection with managing the cash of any Foreign Subsidiary;

(h) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an "A" rating from either S&P's or Moody's with maturities of one year or less from the date of acquisition; and

(i) Investments with weighted average life to maturities of one year or less from the date of acquisition in money market funds rated "A" (or the equivalent thereof) or better by S&P's or "A" (or the equivalent thereof) or better by Moody's and in each case in U.S. dollars.

"Cash Management Bank" means any Person that was a Lender or an Affiliate of a Lender (x) on the Closing Date or (y) at the time the Borrower or any Subsidiary initially incurred any Cash Management Obligation to such Person.

"Cash Management Obligations" means obligations owed by the Borrower or any Subsidiary to any Lender or a Cash Management Bank in respect of (1) any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds and (2) the Borrower's or any Subsidiary's participation in commercial (or purchasing) card programs at the Lender or any Affiliate ("card obligations").

"Casualty Event" means any event that gives rise to the receipt by the Borrower or any Subsidiary of any insurance proceeds or condemnation awards in respect of any Property in excess of $25,000,000.

"Change in Control" means (a) the acquisition of beneficial ownership, directly or indirectly, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the Closing Date) (other than the Permitted Holders), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower (provided that the Permitted Holders in the aggregate "beneficially own" (as so defined) Equity Interests having a lesser percentage of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower than such other Person or group and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Borrower) or (b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Borrower (together with any new directors whose election to such Board or whose nomination for election by the shareholders of the Borrower was approved by a vote of 66 2/3% of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such Board of Directors then in office.

"Change in Law" means (a) the adoption of any law, treaty, rule or regulation after the date of this Agreement, (b) any change in any law, treaty, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.14(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Charges" has the meaning assigned to such term in Section 9.14.

"Class" when used in reference to any (x) Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term A Loans, Term A-1 Loans, Term A-2 Loans, Incremental Term Loans of any series, Extended Term Loans of any series, Replacement Term Loans of any series or Loans pursuant to any series of Extended Revolving Commitments and (y) when used with respect to any Commitment, refers to whether such Commitment is a Term A Loan Commitment, Term A-1 Loan Commitment, Term A-2 Loan Commitment or Revolving Commitment or Extended Revolving Commitment of any series.

"Closing Date" means May 3, 2012.

"CoBank" means CoBank, ACB.

"CoBank Equities" is defined in Section 5.10(a).

"Code" means the Internal Revenue Code of 1986, as amended.

"Co-Documentation Agents" means the Persons listed on the cover of this Agreement as co-documentation agents, in their capacities as such.

"Collateral" means all the "Collateral" (or any equivalent term) as defined in any Collateral Document.

"Collateral Documents" means, collectively, each Pledge Agreement and any other security agreement, pledge agreement or other similar agreement delivered to the Administrative Agent pursuant to Section 5.09 and each of the other agreements, instruments or documents executed by any Loan Party that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

"Commitment" means a Revolving Commitment, Extended Revolving Commitment, Term A Loan Commitment, Term A-1 Loan Commitment or Term A-2 Loan Commitment.

"Consolidated EBITDA" means Consolidated Net Income plus, without duplication, to the extent deducted in determining Consolidated Net Income, the sum of (a) (i) interest expense, (ii) expense and provision for taxes paid or accrued, (iii) depreciation, (iv) amortization (including amortization of intangibles), (v) non-cash charges recorded in respect of impairment of goodwill or long-term assets, (vi) any other non-cash items (including non-cash costs or expenses in respect of impairments of goodwill, non-cash charges pursuant to any management equity plan and non-cash charges pursuant to SFAS 158) except to the extent representing an accrual for future cash outlays, (vii) without duplication, income of any non-wholly-owned Subsidiaries and deductions attributable to minority interests, (viii) extraordinary or unusual charges and expenses, (ix) expenses incurred in connection with any Permitted Acquisition, investment (including, without limitation, the Acquisition), asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed, and including transaction expenses incurred in connection therewith) and (x) any contingent or deferred payments (including earn-out payments, non-compete payments and consulting payments but excluding ongoing royalty payments) made in connection with any Permitted Acquisition; minus, to the extent included in Consolidated Net Income, (b) the sum of (i) any unusual, or extraordinary income or gains and (ii) any other non-cash income (except to the extent representing an accrual for future cash income).

"Consolidated Interest Coverage Ratio" means, for any Test Period, the ratio of (x) Consolidated EBITDA for such Test Period to (y) Consolidated Interest Expense for such Test Period.

"Consolidated Interest Expense" means, for any period, the sum, for the Borrower and its Consolidated Subsidiaries (determined on a consolidated basis in accordance with GAAP), of the following: (a) all interest in respect of Indebtedness (including the interest component of any payments in respect of Capital Lease Obligations) accrued during such period (whether or not actually paid during such period) determined after giving effect to the net amount paid (or received) under Swap Agreements relating to any such Indebtedness minus (b) the sum of (i) all interest income during such period and (ii) to the extent included in clause (a) above, the amount of write-offs of deferred financing fees, expensing of bridge commitments and amounts paid on early terminations of Swap Agreements and any interest expense attributable to Escrow Securities during any period while they constitute Escrow Securities.

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

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the Borrower and its Subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period; provided that, in calculating Consolidated Net Income of the Borrower and its Subsidiaries for any period, there shall be excluded (a) except as provided in clause (b) below, the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Guarantor) in which the Borrower or any of its Subsidiaries has an ownership interest, to the extent that any such income is contractually prohibited from being distributed to the Borrower or a Guarantor in the form of dividends or similar distributions and (c) any income (loss) for such period attributable to the early extinguishment of Indebtedness (other than Swap Agreements), together with any related provision for taxes on any such income.

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

"Consolidated Subsidiaries" means Subsidiaries that would be consolidated with the Borrower in accordance with GAAP.

"Consolidated Tangible Assets" means, as at any date, the total assets of the Borrower and its Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) that would be shown as tangible assets on a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries after eliminating all amounts properly attributable to minority interests, if any, in the stock and surplus of Subsidiaries. For purposes hereof, "tangible assets" means all assets of the Borrower and its Consolidated Subsidiaries other than assets that should be classified as intangibles including goodwill, minority interests, research and development costs, trademarks, trade names, copyrights, patents and franchises, unamortized debt discount and expense, all reserves and any write-up in the book value of assets.

"Consolidated Total Indebtedness" means at any time the sum, without duplication, of (i) the aggregate principal amount of Indebtedness of the Borrower and its Consolidated Subsidiaries outstanding as of such time calculated on a consolidated basis (other than Escrow Securities, Revolving Loans, Swingline Loans, Letters of Credit and other than Indebtedness described in clause (h), (i) or (j) of the definition of "Indebtedness" (provided that there shall be included in Consolidated Total Indebtedness, any Indebtedness (x) in respect of drawings under Letters of Credit and other letters of credit to the extent not reimbursed within two Business Days after the date of such drawing and (y) in respect of any Swap Agreement not permitted by Section 6.01(i)) plus (ii) the principal amount of any obligations of any Person (other than the Borrower or any Subsidiary) of the type described in the foregoing clause (i) that are Guaranteed by the Borrower or any Subsidiary (whether or not reflected on a consolidated balance sheet of the Borrower), plus (iii) the average of the aggregate outstanding principal amounts of Revolving Loans and Swingline Loans as at such date of determination and as at the last day of each of the three immediately preceding fiscal quarters (including, as applicable, "Revolving Loans" and "Swingline Loans" under (and as defined in) the Existing Credit Agreement).

"Consolidated Total Net Indebtedness" means, on any date, the excess of (i) Consolidated Total Indebtedness over (ii) the lesser of (x) $250,000,000 and (y) the aggregate amount of unrestricted cash and Cash Equivalents of the Borrower and its Consolidated Subsidiaries, determined on a consolidated basis in accordance with GAAP as of such date.

"Control" means, with respect to any Person, the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Co-Syndication Agents" means the Persons listed on the cover of this Agreement as co-syndication agents, in their capacities as such.

"Credit Event" means each of the following: (a) a Borrowing and (b) the issuance, renewal or amendment increasing the amount of any Letter of Credit.

"Credit Exposure" means, as to any Lender at any time, the sum of (a) such Lender's Revolving Credit Exposure at such timeplus (b) an amount equal to the aggregate principal amount of its Term Loans outstanding at such time.

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

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

"Default Rate" has the meaning set forth in Section 2.12(c).

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of any Class of Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Bank, the Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swingline Loans) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any Issuing Bank or Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder or generally under other agreements in which it has committed to extend credit, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each Issuing Bank, the Swingline Lender and each Lender. If the Borrower, the Administrative Agent, the Swingline Lender and each Issuing Bank agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held pro rata by the Lenders in accordance with the Commitments with respect to the applicable Class of Loans, whereupon such Lender will cease to be a Defaulting

Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

"Disclosed Matters" means the matters disclosed in Schedule 3.06 on the Closing Date.

"Disposition" means, with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof, and the terms "Dispose" and "Disposed of" shall have correlative meanings, but excluding, licenses and leases entered into in the ordinary course of business or that are customarily entered into by companies in the same or similar lines of business.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, public equity offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, public equity offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments and the expiration, cancellation, termination or cash collateralization of any Letters of Credit in accordance with the terms hereof), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and except as permitted in clause (a) above), in whole or in part, (c) requires the scheduled payments of dividends in cash (for this purpose, dividends shall not be considered required if the issuer has the option to permit them to accrue, cumulate, accrete or increase in liquidation preference or if the Borrower has the option to pay such dividends solely in Qualified Equity Interests), or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Term A-1 Loan Maturity Date.

"Dollar Equivalent" means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any Alternative Currency, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the Issuing Bank, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency.

"Dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary organized under the laws of the United States, any state thereof or the District of Columbia.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 9.04(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 9.04(b)(iii)).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, imposing liability or standards of conduct concerning protection of the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or the effect of Hazardous Materials on the environment or on health and safety.

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

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

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

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

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) with respect to any Plan, a failure to satisfy the minimum funding standard within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any of its ERISA Affiliates from any Plan or Multiemployer Plan or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; or (h) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Escrow Securities" means debt securities of the Borrower permitted by Section 6.01(p) to the extent that the cash proceeds of such debt securities are on deposit with a third party escrow agent that is a bank or trust company of nationally recognized standing together with additional amounts in an original amount not in excess of an amount sufficient to fund all required payments of interest and premium on such debt securities through the latest possible redemption date referred to in clause (ii) below and such proceeds will only be released (i) to the Borrower upon the satisfaction of specified conditions or (ii) to fund a redemption of such debt securities at or prior to 5:00 p.m., New York City time, on December 30, 2013; provided that from and after the release of the cash proceeds of such debt securities by the escrow agent, such debt securities shall cease to constitute "Escrow Securities" hereunder.

"Eurodollar," when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Equity Interests" means (i) the Equity Interests of any class of any Foreign Subsidiary or Foreign Holding Company in excess of 65% of the aggregate outstanding Equity Interests of such class, (ii) any Equity Interests of an Inactive Subsidiary, (iii) any Equity Interests of any person that is not a wholly-owned Subsidiary of the Borrower at any time on or after the Closing Date, (iv) any Equity Interests that are not held of record by a Loan Party, (v) any Equity Interests to the extent that a pledge of such Equity Interests would violate or conflict with any Law applicable to the Borrower or any Subsidiary, (vi) the PECs of any class of any Foreign Subsidiary in excess of 55% of the aggregate outstanding PECs of such class and (vii) any Equity Interests of any Receivables Entity.

"Excluded Intercompany Notes" mean (i) any intercompany note existing on the Closing Date and (ii) any intercompany note to the extent the Borrower has delivered a certificate of a Responsible Officer stating that the Borrower has determined that pledging such intercompany note is reasonably likely to result in adverse tax consequences to the Borrower or any of its Subsidiaries.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party under any Loan Document, (a) any Tax imposed on such recipient's net income or profits (or any franchise Tax imposed in lieu of a Tax on net income or profits) by any jurisdiction as a result of such recipient being organized in or having its principal office or applicable lending office located in such jurisdiction or as a result of any other present or former connection with such jurisdiction (including as a result of such recipient carrying on a trade or business, having a permanent establishment or being a resident for tax purposes in such jurisdiction) other than any connection arising solely from such recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, and/or enforced, any Loan Documents, (b) any branch profits Taxes within the meaning of Section 884(a) of the Code, or any similar Tax, imposed by any jurisdiction described in clause (a) above, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.18), any U.S. federal withholding Tax that is imposed on amounts payable to such Foreign Lender pursuant to a Law in effect at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts from a Loan Party with respect to such withholding Tax pursuant to Section 2.16, (d) any withholding Tax that is attributable to a Lender's failure to comply with Section 2.16(d) and (e) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"Existing Credit Agreement" means the Amended and Restated Credit Agreement, dated as of June 5, 2006, by and among the Borrower, the lenders party thereto and JPMorgan Chase Bank, National Association as administrative agent, as amended.

"Existing Letters of Credif" means the Letters of Credit listed onSchedule 2.05.

"Existing Senior Notes" means the Borrower's (a) $500,000,000 aggregate principal amount of 8.375% senior unsecured notes due 2014, (b) $700,000,000 aggregate principal amount of 7.250% senior unsecured notes due 2016, (c) $700,000,000 aggregate principal amount of 7.250% senior unsecured notes due 2017 and (d) $600,000,000 aggregate principal amount of 6.000% senior unsecured notes due 2022.

"Existing Term Loan Class" has the meaning set forth in Section 2.20(a).

"Extended Revolving Commitments" means revolving credit commitments established pursuant to Section 2.20 that are substantially identical to the Revolving Commitments except that such Revolving Commitments may have a later maturity date and different provision with respect to interest rates and fees than those applicable to the Revolving Commitments.

"Extended Term Loans" has the meaning set forth in Section 2.20(a).

"Extending Term Lender" has the meaning provided in Section 2.20(c).

"Extension Election" has the meaning set forth in Section 2.20(c).

"Extension Request" has the meaning provided in Section 2.20(a).

"Farm Credit Lender" means a lending institution chartered or otherwise organized and existing pursuant to the provisions of the Farm Credit Act of 1971 and under the regulation of the Farm Credit Administration.

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

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

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of the Borrower.

"Financials" has the meaning assigned to such term in the definition of "Applicable Rate."

"Foreign Casualty Event" has the meaning assigned to such term in Section 2.10(b)(v).

"Foreign Disposition" has the meaning assigned to such term in Section 2.10(b)(v).

"Foreign Holding Company" means any Domestic Subsidiary substantially all of the assets of which consist of Equity Interests and/or Indebtedness of one or more Foreign Subsidiaries, other Foreign Holding Companies or Inactive Subsidiaries.

"Foreign Lender" means any Lender or Issuing Bank that is not a "United States" person within the meaning of Section 7701(a)(30) of the Code.

"Foreign Pledge Agreement" means the Luxembourg Equity Pledge Agreement, the Luxembourg PEC Pledge Agreement, the Barbados Charge over Shares and any other pledge agreement, mortgage of shares or similar agreement governed by the laws or any jurisdiction outside of the United States of America, executed and delivered by the Borrower or any other Subsidiary (to the extent required under Section 5.09) in favor of the Administrative Agent creating in favor of the Administrative Agent, for the benefit of the Lenders, a security interest in any Equity Interests or PECs of such Subsidiary.

"Foreign Subsidiary" means any direct or indirect Subsidiary of the Borrower that is not a Domestic Subsidiary.

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

"GAAP" means generally accepted accounting principles in the United States of America; provided that, the Borrower may, by written notice from a Financial Officer to the Administrative Agent and the Lenders, elect to change its financial accounting to IFRS and, in such case, unless the context otherwise requires (including pursuant to Section 1.04), all references to GAAP herein shall refer to IFRS.

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

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee 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, or portion thereof, in respect of which such Guarantee 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, unless such primary obligation or the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantee Agreement" means, collectively, the Guarantee Agreement executed by the Guarantors on the Closing Date, substantially in the form of Exhibit C hereto, together with each other supplement executed and delivered pursuant to Section 5.09.

"Guarantor" means (a) each Subsidiary that is party to the Guarantee Agreement on the Closing Date and (b) each Subsidiary that becomes a party to the Guarantee Agreement after the Closing Date pursuant to Section 5.09 or otherwise.

"Guarantor Reaffirmation Agreement" has the meaning provided in the Restatement Agreement.

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

"Hedge Bank" means any Person that is a Lender or an Affiliate of a Lender (x) on the Closing Date or (y) at the time it enters into a Secured Hedge Agreement, in its capacity as a party thereto.

"Honor Date" has the meaning set forth in Section 2.05(c)(i).

"IFRS" means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

"Immaterial Subsidiary" means, on any date, any Subsidiary (other than an Inactive Subsidiary) that did not account for more than (x) 1.0% of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) 1.0% of the Borrower's and its Consolidated Subsidiaries' consolidated sales for the most recently ended Test Period; provided that (i) if all Domestic Subsidiaries that have not become Guarantors in reliance on the fact that they are Immaterial Subsidiaries accounted for more than (x) 3.0% of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) 3.0% of the Borrower's and its Consolidated Subsidiaries' consolidated sales for the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b), then the Borrower shall cause Domestic Subsidiaries to become Guarantors to the extent necessary so that such aggregate thresholds set forth in this proviso are not exceeded and (ii) for purposes of Article III, Article V or Article VII,

if a specified condition exists or events occur with respect to Immaterial Subsidiaries (as determined above) that in the aggregate account for more than (x) 3.0% of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) 3.0% of the Borrower and its Consolidated Subsidiaries consolidated sales for the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b), then such condition or event shall be deemed to exist or have occurred with respect to a Subsidiary that is not an Immaterial Subsidiary. Notwithstanding the foregoing, no Subsidiary that owns Equity Interests of a Subsidiary that is not an Immaterial Subsidiary shall itself be an Immaterial Subsidiary.

"Inactive Subsidiary" means, on any date, any Subsidiary that did not account for more than (x) $5,000,000 of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) $5,000,000 of the Borrower's and its Consolidated Subsidiaries' consolidated sales for the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b). Notwithstanding the foregoing, no Subsidiary that owns Equity Interests of a Subsidiary that is not an Inactive Subsidiary shall itself be an Inactive Subsidiary.

"Increased Commitments" has the meaning assigned to such term in Section 2.19(a).

"Increasing Lender" has the meaning assigned to such term in Section 2.19(a).

"Incremental Term Loan" has the meaning assigned to such term in Section 2.19(a).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business, milestone payments incurred in connection with any investment or series of related investments, any earn-out obligation except to the extent such obligation is a liability on the balance sheet of such Person in accordance with GAAP at the time initially incurred and deferred or equity compensation arrangements payable to directors, officers or employees), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on Property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but limited to the fair market value of such Property (except to the extent otherwise provided in this definition), (f) all Guarantees by such Person of Indebtedness of others of a type described in any of clauses (a) through (e) above or (g) through (k) below, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) all obligations of such Person under any Swap Agreement (with the "principal" amount of any Swap Agreement on any date being equal to the early termination value thereof on such date) and (k) all Attributable Receivables Indebtedness. The Indebtedness of any Person shall (i) include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is expressly liable therefor as a result of such Person's ownership interest in or other relationship with such entity and pursuant to contractual arrangements, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor and (ii) exclude (A) customer deposits and advances and interest payable thereon in the ordinary course of business in accordance with customary trade terms and other obligations incurred in the ordinary course of business through credit on an open account basis customarily extended to such Person and (B) bona fide indemnification, purchase price adjustment, earn-outs, holdback and contingency payment obligations to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 60 days thereafter and included as Indebtedness of the Borrower.

"Indemnified Taxes" means all Taxes other than Excluded Taxes and Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b).

"Information" has the meaning specified in Section 9.12.

"Information Memorandum" means (x) the Confidential Information Memorandum dated April 2012 relating to the Borrower and the Transactions and (y) the Lender Presentation, dated July 19, 2012, relating to the Borrower and the Acquisition provided by the Borrower to the Term A-2 Arrangers in connection with the syndication of the Term A-2 Loan Commitments.

"Interest Election Request" means a request by the Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.03.

"Interest Payment Date" means (a) with respect to any Base Rate Loan (including Swingline Loans), the first Business Day of each March, June, September and December and the final maturity date of such Loan and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, in the case of Borrowings on the Closing Date, expiring on June 1, 2012; provided that for purposes of the definition of LIBO Rate, such period shall be deemed to be one month), or any other period as may be agreed to by the Administrative Agent and all applicable Lenders, thereafter, as the Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person or (b) a loan, advance or capital contribution to, Guarantee of Indebtedness of, assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of Section 6.05, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

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

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the Issuing Bank and the Borrower (or any Subsidiary) or in favor of the Issuing Bank and relating to such Letter of Credit.

"Issuing Bank" means Bank of America and any other Lender (subject to such Lender's consent) designated by the Borrower and consented to by the Administrative Agent that becomes an Issuing Bank, in each case in its capacity as an issuer of Letters of Credit hereunder, and any successors in such capacity as provided in Section 9.04; provided that the Issuing Bank for any Existing Letter of Credit shall be the financial institution indicated on Schedule 2.05. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"joint venture" means any Person (other than a wholly-owned Subsidiary) in which the Borrower or any Subsidiary owns Equity Interests representing at least a 9.99% economic interest in such Person and which Person is engaged in a business that is the same as or substantially similar to, related to, ancillary to or complimentary to, a line of business conducted by the Borrower or any of its Subsidiaries.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities.

"L/C Advance" means, with respect to each Revolving Lender, such Revolving Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

"L/C Borrowing" means an extension of credit resulting from an L/C Disbursement under any Letter of Credit which has not been reimbursed on the date when made or refinanced as Base Rate Revolving Borrowing.

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

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

"L/C Exposure" means, at any time, the sum of (a) the aggregate Outstanding Amount of all Letters of Credit at such time plus (b) the aggregate Outstanding Amount of all L/C Disbursements, including Unreimbursed Amounts, that have not yet been reimbursed by or on behalf of the Borrower at such time. The L/C Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total L/C Exposure at such time. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. For all purposes of this Agreement, if on any date of determination an Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"L/C Exposure Sublimit" means $200,000,000.

"L/C Fees" means the fees payable pursuant to Section 2.11(b).

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a Lender hereunder pursuant to Section 2.19 or pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means a standby Letter of Credit issued (or deemed issued) pursuant to Section 2.05.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the Issuing Bank.

"Letter of Credit Expiration Date" means the day that is five Business Days prior to the Revolving Credit Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

"LIBO Rate" means:

(a) for any Interest Period with respect to a Eurodollar Borrowing, the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent

from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the "LIBO Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in Same Day Funds in the approximate amount of the Eurodollar Borrowing being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch (or other Bank of America branch or Affiliate) to major banks in the London or other offshore interbank market for such currency at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

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

"Lien" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset (or any capital lease having substantially the same economic effect as any of the foregoing).

"Loan Documents" means this Agreement, the Guarantee Agreement, the Collateral Documents, any Issuer Documents, the Restatement Agreement, the Guarantor Reaffirmation Agreement, each Additional Credit Extension Amendment, any promissory notes executed and delivered pursuant to Section 2.09(f), the Agency Fee Letter and any amendments, waivers, supplements or other modifications to any of the foregoing.

"Loan Parties" means the Borrower and the Guarantors.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Luxembourg Equity Pledge Agreement" means the Pledge Agreement, substantially in the form ofExhibit D-2 hereto, executed and delivered by the Borrower in favor of the Administrative Agent on the Closing Date.

"Luxembourg PEC Pledge Agreement" means a Pledge Agreement, substantially in the form ofExhibit D-3 hereto, executed and delivered by the Borrower in favor of the Administrative Agent on the Closing Date.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, property or financial condition of the Borrower and the Subsidiaries taken as a whole or (b) the validity or enforceability of this Agreement or any and all other Loan Documents, or the rights and remedies of the Administrative Agent and the Lenders thereunder.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), of any one or more of the Borrower and its Subsidiaries in an aggregate principal amount exceeding $50,000,000.

"Material Subsidiary" means any Subsidiary (or group of Subsidiaries as to which a specified condition applies) that would be a "significant subsidiary" under Rule 1-02(w) of Regulation S-X.

"Maximum Rate" has the meaning assigned to such term in Section 9.14.

"Minimum Liquidity Condition" means, on any date, that after giving effect to any Specified Transaction occurring on such date, the sum of (i) the excess of the aggregate Revolving Commitments over the aggregate Revolving Credit Exposure on such date plus (ii) unrestricted cash and Cash Equivalents of the Borrower and its Consolidated Subsidiaries, on a consolidated basis in accordance with GAAP, on such date exceeds $150,000,000.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

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

"Net Cash Proceeds" means (a) with respect to any Asset Sale or any Casualty Event, an amount equal to (i) the sum of cash and Cash Equivalents received in connection with such Asset Sale or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by the Borrower or any Subsidiary) less (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the Property subject to such Asset Sale or Casualty Event and that is repaid in connection with such Asset Sale or Casualty Event (other than Indebtedness under the Loan Documents), (B) the out-of-pocket expenses (including attorneys' fees, investment banking fees, accounting fees and other professional and transactional fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other expenses and brokerage, consultant and other commissions and fees) actually incurred by the Borrower or such Subsidiary in connection with such Asset Sale or Casualty Event, (C) taxes paid or reasonably estimated to be actually payable in connection therewith, (D) any reserve for adjustment in accordance with GAAP in respect of (x) the sale price of such Property and (y) any liabilities associated with such Property and retained by the Borrower or any Subsidiary after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction and (E) the Borrower's reasonable estimate of payments required to be made with respect to unassumed liabilities relating to the Property involved within one year of such Asset Sale or Casualty Event; provided that (x) in the case of Net Cash Proceeds of a Permitted Receivables Facility, to the extent the Borrower or any of its Subsidiaries receives proceeds of Attributable Receivables Indebtedness, the Net Cash Proceeds shall only include any principal amount of such Attributable Receivables Indebtedness in excess of the previously highest outstanding balance following the Closing Date, (y) "Net Cash Proceeds" shall include (i) any cash or Cash Equivalents received upon the Disposition of any non-cash consideration received by the Borrower or any Subsidiary in any such Asset Sale, (ii) an amount equal to any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (C) or (D) above at the time of such reversal and (iii) an amount equal to any estimated liabilities described in clause (E) above that have not been satisfied in cash within three hundred and sixty-five (365) days after such Asset Sale or Casualty Event and (z) in the case of any Asset Sale involving a joint venture, Net Cash Proceeds shall include such cash payments only to the extent distributed or otherwise transferred to the Borrower or any of its wholly-owned Subsidiaries; and (b) with respect to the incurrence of any Refinancing Term Loans by the Borrower or any Subsidiary, an amount equal to (i) the sum of the cash received in connection with such incurrence or issuance less (ii) the attorneys' fees, investment banking fees, accountants' fees, underwriting or other discounts, commissions, costs and other fees, transfer and similar taxes and other out-of-pocket expenses actually incurred by the Borrower or such Subsidiary in connection with such incurrence or issuance.

"Non-Extension Notice Date" has the meaning set forth in Section 2.05(b)(iii).

"Note" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender to the Borrower, substantially in the form of Exhibit B-1, Exhibit B-2, Exhibit B-3 or Exhibit B-4, as applicable.

"Obligations" means all Indebtedness (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and other monetary obligations of any of the Loan Parties to any of the Lenders, their Affiliates, the Administrative Agent, any Cash Management Bank and any Hedge Bank, individually or collectively, existing on the Closing Date or arising thereafter (direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured) arising or incurred under this Agreement or any of the other Loan Documents or any Secured Hedge Agreement or Cash Management Obligation (including under any of the Loans made or reimbursement or other monetary obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof), in each case whether now existing or hereafter arising, whether all such obligations arise or accrue before or after the commencement of any bankruptcy, insolvency or receivership proceedings (and whether or not such claims, interest, costs, expenses or fees are allowed or allowable in any such proceeding (including interest and fees which, but for the filing of a petition in bankruptcy with respect to any Loan Party, would have accrued on any Obligations, whether or not a claim is allowed against such Loan Party for such interest or fees in the related bankruptcy proceeding)); provided that (i) obligations of the Loan Parties under any Swap Agreement and any Cash Management Obligations shall be guaranteed pursuant to the Guarantee Agreement only to the extent that, and for so long as, the other Obligations are so guaranteed and (ii) any release of Guarantors or Collateral effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Swap Agreements or holders of Cash Management Obligations.

"Original Credit Agreement" has the meaning provided in the Restatement Agreement.

"Other Taxes" means 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 under this Agreement or any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes imposed as a result of an assignment by a Lender other than an assignment made pursuant to Section 2.18 (an "Assignment Tax"), if such Assignment Tax is imposed as a result of any present or former connection of the assignor or assignee with the jurisdiction imposing such Assignment Tax (including as a result of such recipient carrying on a trade or business, having a permanent establishment or being a resident for tax purposes in such jurisdiction) other than any connection arising solely from such recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, and/or enforced, any Loan Documents.

"Outstanding Amount" means (i) with respect to Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Loans occurring on such date; (ii) with respect to Swingline Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Swingline Loans occurring on such date; and (iii) with respect to any Letter of Credit Obligations on any date, the Dollar Equivalent amount of the aggregate outstanding amount of such Letter of Credit Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the Letter of Credit Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

"Overnight Rate" means, for any day, the greater of (i) the Federal Funds Effective Rate and (ii) an overnight rate determined by the Administrative Agent, the Issuing Bank, or the Swingline Lender, as the case may be, in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning set forth in Section 9.04(d).

"Participant Register" has the meaning set forth in Section 9.04(d).

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

"PECs" means preferred equity certificates or any other instrument issued by any Foreign Subsidiary that is treated as equity for U.S. federal income tax purposes but is treated as indebtedness under the laws of the jurisdiction of organization of such Foreign Subsidiary.

"Perfection Certificate" means a certificate, dated the Closing Date, delivered by the Borrower to the Administrative Agent.

"Perfection Certificate Supplement" means a supplement to the Perfection Certificate containing any information not included in the Perfection Certificate delivered to the Administrative Agent on the Closing Date (or in any previously delivered Perfection Certificate Supplement) with respect to matters required by the Perfection Certificate.

"Permitted Acquisition" means the purchase or other acquisition, in one or more series of transactions, of property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or Equity Interests in a Person that, upon the consummation thereof, will be a Subsidiary of the Borrower (including as a result of a merger or consolidation); provided that the following conditions are satisfied:

(a) on a Pro Forma Basis (i) the Minimum Liquidity Condition is satisfied and (ii) the Borrower is in compliance with the covenants set forth in Section 6.09 as of the date of the most recent balance sheet delivered pursuant to Section 5.01(a) or (b); and

(b) at the time of and immediately after giving effect thereto, no Default shall have occurred and be continuing.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes, assessments or other governmental charges that are not overdue for a period of more than thirty (30) days or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords', workmen's, suppliers' and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than ninety (90) days or are being contested in compliance with Section 5.04;

(c) (i) Liens, pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations or employment laws or to secure other public, statutory or regulatory obligations (including to support letters of credit or bank guarantees) and (ii) Liens, pledges or deposits in the ordinary course of business securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing insurance to the Borrower or any Subsidiary;

(d) Liens or deposits to secure the performance of bids, trade contracts, governmental contracts, tenders, statutory bonds, leases, statutory obligations, surety, stay, appeal and replevin bonds, performance bonds, indemnity bonds, bonds to secure the payment of excise taxes or customs duties in connection with the sale or importation of goods and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case in the ordinary course of business;

(e) Liens in respect of judgments, decrees, attachments or awards that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, restrictions (including zoning restrictions), rights-of-way, covenants, licenses, encroachments, protrusions and similar encumbrances and minor title defects affecting real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(g) any interest or title of a lessor, sublessor, licensor or sublicensor under any lease, sublease, license or sublicense entered into by the Borrower or any other Subsidiary as a part of its business and covering only the assets so leased; and

(h) performance and return-of-money bonds, or in connection with the payment of the exercise price or withholding taxes in respect of the exercise, payment or vesting of stock appreciation rights, stock options, restricted stock, restricted stock units, performance share units or other stock-based awards, and other similar obligations;

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

"Permitted Holders" means (a) Marilyn Sands, her descendants (whether by blood or adoption), her descendants' spouses, her siblings, the descendants of her siblings (whether by blood or adoption), Hudson Ansley, Lindsay Caleo, William Caleo, Courtney Winslow, or Andrew Stern, or the estate of any of the foregoing Persons, or The Sands Family Foundation, Inc., (b) trusts which are for the benefit of any combination of the Persons described in clause (a), or any trust for the benefit of any such trust, or (c) partnerships, limited liability companies or any other entities which are controlled by any combination of the Persons described in clause (a), the estate of any such Persons, a trust referred to in the foregoing clause (b), or an entity that satisfies the conditions of this clause (c).

"Permitted Receivables Facility" means the receivables facility or facilities created under the Permitted Receivables Facility Documents, providing for the sale or pledge by the Borrower and/or one or more other Receivables Sellers of Permitted Receivables Facility Assets (thereby providing financing to the Borrower and the Receivables Sellers) to the Receivables Entity (either directly or through another Receivables Seller), which in turn shall sell or pledge interests in the respective Permitted Receivables Facility Assets to third-party lenders or investors pursuant to the Permitted Receivables Facility Documents (with the Receivables Entity permitted to issue notes or other evidences of Indebtedness secured by Permitted Receivables Facility Assets or investor certificates, purchased interest certificates or other similar documentation evidencing interests in the Permitted Receivables Facility Assets) in return for the cash used by the Receivables Entity to purchase the Permitted Receivables Facility Assets from the Borrower and/or the respective Receivables Sellers, in each case as more fully set forth in the Permitted Receivables Facility Documents.

"Permitted Receivables Facility Assets" means (i) Receivables (whether now existing or arising in the future) of the Borrower and its Subsidiaries which are transferred or pledged to the Receivables Entity pursuant to the Permitted Receivables Facility and any related Permitted Receivables Related Assets which are also so transferred or pledged to the Receivables Entity and all proceeds thereof and (ii) loans to the Borrower and its Subsidiaries secured by Receivables (whether now existing or arising in the future) and any Permitted Receivables Related Assets of the Borrower and its Subsidiaries which are made pursuant to the Permitted Receivables Facility.

"Permitted Receivables Facility Documents" means each of the documents and agreements entered into in connection with the Permitted Receivables Facility, including all documents and agreements relating to the issuance, funding and/or purchase of certificates and purchased interests, or the issuance of notes or other evidence of Indebtedness secured by such notes, all of which documents and agreements shall be in form and substance reasonably customary for transactions of this type, in each case as such documents and agreements may be amended, modified, supplemented, refinanced or replaced from time to time so long as (in the good faith determination of the Borrower) either (i) the terms as so amended, modified, supplemented, refinanced or replaced are reasonably customary for transactions of this type or (ii)(x) any such amendments, modifications, supplements, refinancings or replacements do not impose any conditions or requirements on the Borrower or any of its Subsidiaries that, taken as a whole, are more restrictive in any material respect than those in existence immediately prior to any such amendment, modification, supplement, refinancing or replacement as determined by the Borrower in good faith and (y) any such amendments, modifications, supplements, refinancings or replacements are not adverse in any material respect to the interests of the Lenders as determined by the Borrower in good faith.

"Permitted Receivables Related Assets" means any other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables similar to Receivables and any collections or proceeds of any of the foregoing.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any amendment, modification, refinancing, refunding, renewal, replacement or extension of any Indebtedness of such Person; provided that (a) 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, renewed, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal, replacement or extension, (b) other than with respect to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 6.01(e), such modification, refinancing, refunding, renewal, replacement or extension has a final maturity date equal to or later than the earlier of (x) the final maturity date of the Indebtedness so modified, refinanced, refunded, renewed, replaced or extended and (y) the date which is 91 days after the Term A-1 Loan Maturity Date, (c) other than with respect to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 6.01(e), such modification, refinancing, refunding, renewal, replacement or extension has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended and (d) to the extent such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal, replacement or extension is subordinated in right of payment to the Obligations on terms, taken as a whole, at least as favorable to the Lenders (in the good faith determination of the Borrower) as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended.

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

"Plan" means any employee pension benefit 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, and in respect of which the Borrower 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.

"Platform" has the meaning assigned in Section 5.01.

"Pledge Agreements" means, collectively, the U.S. Pledge Agreement and the Foreign Pledge Agreements.

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

"Pro Forma Basis" means with respect to compliance with any test covenant hereunder, that all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the Property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Equity Interests in any Subsidiary of the Borrower owned by the Borrower or any of its Subsidiaries or any division, product line, or facility used for operations of the Borrower or any of its Subsidiaries, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction," shall be included, (b) any retirement of Indebtedness and (c) any Indebtedness incurred or assumed by the Borrower or any of the Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that, the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that either (x) such adjustments are consistent with Regulation S-X or (y) in the case of any acquisition of a Person or line of business, such adjustments are set forth in a certificate of a Financial Officer of the

Borrower delivered to the Administrative Agent, which certificate states that such adjustments are (A) based on specifically identified actions to be taken within six months following the date of such acquisition and (B) such Financial Officer believes such adjustments appropriately reflect the net cost savings to be achieved as a result of such specifically identified actions.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Equity Interests.

"Public Lender" has the meaning assigned in Section 5.01.

"Qualified Equity Interests" means Equity Interests of the Borrower other than Disqualified Equity Interests.

"Receivables" means all accounts receivable and property relating thereto (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance).

"Receivables Entity" means a wholly-owned Subsidiary of the Borrower which engages in no activities other than in connection with the financing of Receivables of the Receivables Sellers and which is designated (as provided below) as a "Receivables Entity" (a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Borrower or any other Subsidiary of the Borrower (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness)) pursuant to Standard Securitization Undertakings, (ii) is recourse to or obligates the Borrower or any other Subsidiary of the Borrower in any way (other than pursuant to Standard Securitization Undertakings) or (iii) subjects any property or asset of the Borrower or any other Subsidiary of the Borrower, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings, (b) with which neither the Borrower nor any of its Subsidiaries has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables Facility Documents (including with respect to fees payable in the ordinary course of business in connection with the servicing of accounts receivable and related assets)) on terms less favorable to the Borrower or such Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Borrower (as determined by the Borrower in good faith), and (c) to which neither the Borrower nor any other Subsidiary of the Borrower has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation shall be evidenced to the Administrative Agent by filing with the Administrative Agent an officer's certificate of the Borrower certifying that, to the best of such officer's knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions.

"Receivables Sellers" means the Borrower and those Subsidiaries (other than Receivables Entities) that are from time to time party to the Permitted Receivables Facility Documents.

"Refinanced Term Loans" has the meaning assigned to such term in Section 9.02.

"Refinancing Term Loans" means Incremental Term Loans that are designated by a Responsible Officer of the Borrower as "Refinancing Term Loans" in a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent on or prior to the date of incurrence.

"Register" has the meaning set forth in Section 9.04(c).

"Regulation S-X" means Regulation S-X under the Securities Act of 1933, as amended.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Material into the environment, including the abandonment, discarding, burying or disposal of barrels, containers or other receptacles containing any Hazardous Material.

"Replacement Term Loans" has the meaning assigned to such term in Section 9.02.

"Required Lenders" means, at any time, Lenders having Credit Exposure and unused Commitments representing more than 50% of the sum of the total Credit Exposure and unused Commitments at such time; provided that the Commitment of, and the portion of the Credit Exposure held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Required Revolving Lenders" means, at any time, Lenders having Revolving Credit Exposures and unused Revolving Commitments representing more than 50% of the sum of the total Revolving Credit Exposures and unused Revolving Commitments at such time; provided that the Revolving Commitment of, and the portion of the Revolving Credit Exposure held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

"Responsible Officer" means the chief executive officer, president, any vice president, chief financial officer, treasurer, assistant treasurer or controller of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restatement Agreement" means the Restatement Agreement, dated as of August 8, 2012 by and among the Borrower, the Administrative Agent and the Lenders party thereto.

"Restatement Effective Date" means the date on which each of the conditions set forth in Section 3 of the Restatement Agreement has been satisfied.

"Restricted Payments" means any dividend or other distribution, whether in cash, securities or other property (other than any such dividend or other distribution payable solely with Qualified Equity Interests), with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment, whether in cash, securities or other property (other than any such payment solely with Qualified Equity Interests), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any Subsidiary.

"Revaluation Date" means, with respect to any Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (ii) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof, (iii) each date of any payment by the Issuing Bank under any Letter of Credit denominated in an Alternative Currency and (iv) such additional dates as the Administrative Agent or the Issuing Bank shall determine or the Required Revolving Lenders shall require.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum possible aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) increased from time to time pursuant to Section 2.19 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 of this Agreement. The initial amount of each Lender's Revolving Commitment is as set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments is $850,000,000.

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

"Revolving Credit Maturity Date" means May 3, 2017.

"Revolving Lender" means each Lender that has a Revolving Commitment or that holds Revolving Credit Exposure.

"Revolving Loan" means a Revolving Loan made pursuant to Section 2.01(c).

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

"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be reasonably determined by the Administrative Agent or the Issuing Bank, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

"SEC" means the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority succeeding to any of its principal functions.

"Secured Hedge Agreement" means any Swap Agreement existing on the Closing Date between any Loan Party or any Subsidiary and any Hedge Bank or entered into following the Closing Date by and between any Loan Party or any Subsidiary and any Hedge Bank.

"Secured Parties" means, collectively, the Administrative Agent, the Issuing Banks, the Lenders, the Hedge Banks, the Cash Management Banks, any Affiliate of a Lender to which Obligations are owed and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Article VIII.

"series" means, with respect to any Extended Term Loans, Incremental Term Loans or Replacement Term Loans or Extended Revolving Commitments, all such Term Loans or Extended Revolving Commitments that have the same maturity date, amortization and interest rate provision and that are designated as part of such "series" pursuant to the applicable Additional Credit Extension Amendment.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they become absolute and matured and (d) such Person is not engaged in any business, as conducted on such date and as proposed to be conducted following such date, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Domestic Subsidiary" means each wholly-owned Domestic Subsidiary of the Borrower other than (i) any Foreign Holding Company, (ii) any Receivables Entity, (iii) any Domestic Subsidiary that is a Subsidiary of a Foreign Subsidiary or Foreign Holding Company, (iv) any Immaterial Subsidiary and (v) any Inactive Subsidiary.

"Specified Indebtedness" means (i) the Existing Senior Notes, (ii) any Indebtedness incurred in reliance on Section 6.01(p) and (iii) any Indebtedness that is expressly subordinated in right of payment to the Obligations.

"Specified Transaction" means, with respect to any Test Period, any of the following events occurring after the first day of such Test Period and prior to the applicable date of determination: (i) any Investment by the Borrower or any Subsidiary in any Person (including in connection with the Acquisition and any Permitted Acquisition) other than a Person that was a wholly-owned Subsidiary on the first day of such period involving (x) the acquisition

of a new Subsidiary or joint venture, (y) an increase in the Borrower's and its Subsidiaries' consolidated economic ownership of a joint venture or (z) the acquisition of a product line or business unit, (ii) any Asset Sale involving (x) the disposition of Equity Interests of a Subsidiary or joint venture (other than to the Borrower or a Subsidiary) or (y) the disposition of a product line or business unit, (iii) any incurrence or repayment of Indebtedness (in each case, other than Swap Agreements, Revolving Loans, Swingline Loans and borrowings and repayments of Indebtedness in the ordinary course of business under revolving credit facilities except to the extent there is a reduction in the related Revolving Commitments or other revolving credit commitment) and (iv) any other transaction specifically required to be given effect to on a Pro Forma Basis.

"Spot Rate" for a currency means the rate determined by the Administrative Agent or the Issuing Bank, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent or the Issuing Bank may obtain such spot rate from another financial institution designated by the Administrative Agent or the Issuing Bank if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency; and provided further that the Issuing Bank may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Borrower or any Subsidiary thereof in connection with the Permitted Receivables Facility which are reasonably customary in an accounts receivable financing transaction.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the ordinary voting power for the election of directors or other governing body are at the time beneficially owned, directly or indirectly, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

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

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be its Applicable Percentage of the total Swingline Exposure at such time.

"Swingline Lender" means Bank of America, in its capacity as lender of Swingline Loans hereunder, or any successor swingline lender hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.04.

"Swingline Loan Notice" means a notice of a Swingline Loan Borrowing pursuant to Section 2.04, which, if in writing, shall be substantially in the form of Exhibit F.

"Swingline Loan Sublimit" means $50,000,000.

"Taxes" means any and all present or future taxes, levies, imposts, duties, assessments, deductions, charges or withholdings of any nature and whatever called, imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term A Lender" means a Lender with a Term A Commitment or holding Term A Loans.

"Term A Loan Commitment" means with respect to each Lender, the commitment, if any, of such Lender to make a Term A Loan on the Closing Date as set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed a Term A Loan Commitment as applicable. The initial aggregate amount of the Lenders' Term A Loan Commitments on the Closing Date was $550,000,000.

"Term A Loan Maturity Date" means May 3, 2017.

"Term A-1 Loan Commitment" means with respect to each Lender, the commitment, if any, of such Lender to make a Term A-1 Loan on the Closing Date as set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed a Term A-1 Loan Commitment as applicable. The initial aggregate amount of the Lenders' Term A-1 Loan Commitments on the Closing Date was $250,000,000.

"Term A-1 Lender" means a Lender with a Term A-1 Commitment or holding Term A-1 Loans.

"Term A-1 Loan Maturity Date" means May 3, 2019.

"Term A-2 Arrangers" means J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Securities, LLC, Barclays Bank PLC and Coöperatieve Centrale Raiffeisen – Boerenleenbank, B.A. "Rabobank Nederland," New York Branch; provided that any requirement that the Term A-2 Arrangers consent to any action hereunder shall be satisfied if J.P. Morgan Securities LLC delivers to the Administrative Agent a written notice stating that a number of Term A-2 Arrangers has consented to such action to authorize such consent as separately agreed in writing among the Term A-2 Arrangers.

"Term A-2 Lender" means a Lender with a Term A-2 Loan Commitment or holding Term A-2 Loans.

"Term A-2 Closing Date" means the date of consummation of the Acquisition and the satisfaction of each of the conditions set forth in Section 4.03.

"Term A-2 Loan Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Term A-2 Loans pursuant to Section 2.01(d), as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) increased from time to time pursuant to Section 2.19 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 of this Agreement. The initial amount of each Lender's Term A-2 Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Term A-2 Loan Commitment, as applicable. The initial aggregate amount of the Lenders' Term A-2 Loan Commitments on the Restatement Effective Date is $575,000,000.

"Term A-2 Loan Commitment Fee" has the meaning set forth in Section 2.11(d).

"Term A-2 Loan Maturity Date" means August 8, 2017.

"Term Lender" means the Term A Lenders, the Term A-1 Lenders, the Term A-2 Lenders or a Lender holding Incremental Term Loans, Extended Term Loans or Replacement Term Loans of any series.

"Term Loan" means the Term A Loans, Term A-1 Loans, Term A-2 Loans, the Incremental Term Loans of each series and the Extended Term Loans of each series, collectively, made pursuant to Section 2.01.

"Test Period" means the period of four fiscal quarters of the Borrower ending on a specified date.

"Transactions" means the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans on the Closing Date and the repayment in full of all Indebtedness under the Existing Credit Agreement.

"Type," when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Eurodollar or the Base Rate.

"Uniform Commercial Code" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Unreimbursed Amount" has the meaning set forth in Section 2.05(c)(i).

"U.S. Lender" means any Lender or Issuing Bank that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Pledge Agreement" means the Pledge Agreement, substantially in the form of Exhibit D-1 hereto, executed and delivered by the Borrower, the Subsidiary Guarantors and the Administrative Agent on the Closing Date.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Indebtedness into (b) the sum of the total of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required payment of principal including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

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

"wholly-owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly-owned Subsidiaries of such Person.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Revolving Borrowing").

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

SECTION 1.04. Accounting Terms; GAAP.

(a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, (i) if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP (including as a result of the adoption of IFRS) or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP (including as a result of the adoption of IFRS) or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) notwithstanding anything in GAAP to the contrary, for purposes of all financial calculations hereunder, the amount of any Indebtedness outstanding at any time shall be the stated principal amount thereof (except to the extent such Indebtedness provides by its terms for the accretion of principal, in which case the amount of such Indebtedness at any time shall be its accreted amount at such time).

(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with any test or covenant or the compliance with or availability of any basket contained in this Agreement, the Consolidated Leverage Ratio, Consolidated Interest Coverage Ratio and Consolidated Net Leverage Ratio shall be calculated with respect to such period on a Pro Forma Basis.

SECTION 1.05. Payments on Business Days. When the payment of any Obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, with respect to any payment of interest on or principal of Eurodollar Loans, if such extension would cause any such payment to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

SECTION 1.06. Pro Forma Compliance. Where any provision of this Agreement requires, as a condition to the permissibility of an action to be taken by the Borrower or any of its Subsidiaries at any time prior to the delivery of financial statements for the fiscal quarter ending May 31, 2012, compliance on a Pro Forma Basis with Section 6.09, such provision shall mean that on a Pro Forma Basis, and after giving effect to such action, the Consolidated Interest Coverage Ratio shall be no less 2.50 to 1.0 and the Consolidated Net Leverage Ratio shall be no greater than 5.50 to 1.0.

SECTION 1.07. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

SECTION 1.08. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.09. Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

SECTION 1.10. Exchange Rates; Currency Equivalents

(a) The Administrative Agent and the applicable Issuing Bank, as applicable, shall determine the Spot Rates as of each Revaluation Date to be used for calculating Dollar Equivalent amounts of Letters of Credit and Outstanding Amounts denominated in Alternative Currencies. Such Spot Rates shall become effective as of such Revaluation Date and shall be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur.

(b) Wherever in this Agreement in connection with the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the applicable Issuing Bank, as the case may be.

SECTION 1.11. Effect of Restatement.

(a) This Agreement shall amend and restate the Original Credit Agreement in its entirety, with the parties hereby agreeing that there is no novation of the Original Credit Agreement and from and after the effectiveness of this Agreement, the rights and obligations of the parties under the Original Credit Agreement shall be subsumed and governed by this Agreement. From and after the effectiveness of this Agreement, the Obligations and Commitments under the Original Credit Agreement shall continue as Obligations and Commitments under this Agreement until otherwise paid or terminated in accordance with the terms hereof. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case, as amended by this Agreement.

(b) On and after the effectiveness of this Agreement, each reference to the "Credit Agreement" in any other Loan Document shall mean and be a reference to this Agreement.

ARTICLE II

The Credits

SECTION 2.01. Commitments.

(a) Each Term A Lender on the Closing Date made a loan (a "Term A Loan") on the Closing Date to the Borrower in Dollars by making immediately available funds to the Administrative Agent's account not later than the time specified by the Administrative Agent, in an amount equal to the Term A Loan Commitment of such Lender. Amounts repaid in respect of Term A Loans may not be reborrowed.

(b) Each Term A-1 Lender on the Closing Date made a loan (a "Term A-1 Loan") on the Closing Date to the Borrower in Dollars by making immediately available funds to the Administrative Agent's account not later than the time specified by the Administrative Agent, in an amount equal to the Term A-1 Loan Commitment of such Lender. Amounts repaid in respect of Term A-1 Loans may not be reborrowed.

(c) Subject to the terms and conditions set forth herein, each Revolving Lender agrees to make Revolving Loans to the Borrower in Dollars from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Commitments or (ii) the total Revolving Credit Exposures exceeding the sum of the total Revolving Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

(d) Subject to the terms and conditions set forth herein, each Term A-2 Lender severally agrees to make a loan (a "Term A-2 Loan") on the Term A-2 Closing Date in Dollars by making immediately available funds to the Administrative Agent's account not later than the time specified by the Administrative Agent, in an amount not to exceed the Term A-2 Loan Commitment of such Lender at such time. Amounts repaid in respect of Term A-2 Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Swingline Loan shall be made in accordance with the procedures set forth in Section 2.04.

(b) Subject to Section 2.13, each Borrowing shall be comprised entirely of Base Rate Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Swingline Loan shall be a Base Rate Loan. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Each Borrowing of, conversion to or continuation of Eurodollar Loans shall be in an aggregate amount that is an integral multiple of $1,000,000 (or, if not an integral multiple, the entire available amount) and not less than $5,000,000. Each Borrowing of, conversion to or continuation of Base Rate Loans (other than Swingline Loans which shall be subject to Section 2.04) shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $1,000,000; provided that Eurodollar Revolving Loans and Base Rate Revolving Loans may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Commitments or that is required to finance the reimbursement of a Swingline Loan pursuant to Section 2.04(c) or an L/C Disbursement as contemplated by Section 2.05(c). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of twenty (20) Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested (i) with respect to a Revolving Borrowing would end after the Revolving Credit Maturity Date, (ii) with respect to a Term A Loan Borrowing would end after the Term A Loan Maturity Date, (iii) with respect to a Term A-1 Loan Borrowing would end after the Term A-1 Loan Maturity Date or (iv) with respect to a Term A-2 Loan Borrowing would end after the Term A-2 Loan Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, a conversion of Loans from one Type to the other or a continuation of Eurodollar Loans, the Borrower shall notify the Administrative Agent of such request, which may be given by telephone, not later than 11:00 a.m. (i) three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Loans or of any conversion of Eurodollar Loans to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if the Borrower wishes to request Eurodollar Loans having an Interest Period other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. (i) four Business Days prior to the requested date of such Borrowing, conversion or continuation of Eurodollar Loans, whereupon the Administrative Agent shall give prompt notice to the applicable Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than noon, (i) three Business Days before the requested date of such Borrowing, conversion or continuation of Eurodollar Loans, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the applicable Lenders. Each Borrowing Request shall be irrevocable (provided that a request for Term A-2 Loans may, subject to Section 2.15, be conditioned upon consummation of the Acquisition) and, in the case of a telephonic Borrowing Request, shall be confirmed promptly by hand delivery or telecopy or transmission by electronic communication in accordance with Section 9.01(b) to the Administrative Agent of a written Borrowing Request in a form attached hereto as Exhibit E

(in the case of a Borrowing Request for the Term A-2 Loans, with modifications to reflect the conditions to the borrowing of the Term A-2 Loans as provided in this Agreement) and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the Class of Loans to which such Borrowing Request relates;

(ii) the aggregate amount of the requested Borrowing, conversion or continuation;

(iii) the date of such Borrowing, conversion or continuation, which shall be a Business Day;

(iv) whether such Borrowing, conversion or continuation is to be a Base Rate Borrowing or a Eurodollar Borrowing;

(v) in the case of a Eurodollar Borrowing, the Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06; and

(vii) whether the Borrower is requesting a new Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurodollar Loans.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Base Rate Borrowing. In the case of a failure to timely request a conversion or continuation of Eurodollar Loans, such Loans shall be converted to Base Rate Loans on the last day of the applicable Interest Period. If no Interest Period is specified with respect to any requested Eurodollar Borrowing or conversion or continuation of Eurodollar Loans, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Loans. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing. Except as otherwise provided herein, a Eurodollar Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurodollar Loans without the consent of the Required Lenders.

SECTION 2.04. Swingline Loans.

(a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, to make (x) Swingline Loans to the Borrower from time to time during the Availability Period; provided that no such Swingline Loan shall be permitted if, after giving effect thereto, (i) the aggregate principal amount of outstanding Swingline Loans would exceed the Swingline Loan Sublimit or (ii) the aggregate Revolving Credit Exposures would exceed the total Revolving Commitments; provided further that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. Immediately upon the making of a Swingline Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swingline Lender a risk participation in such Swingline Loan in an amount equal to the product of such Revolving Lender's Applicable Percentage times the amount of such Swingline Loan.

(b) To request a Swingline Loan, the Borrower shall notify the Administrative Agent and Swingline Lender of such request, which may be given by telephone and shall be irrevocable. Each such notice must be received by the Swingline Lender and the Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000 and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery

to the Swingline Lender and the Administrative Agent of a written Swingline Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swingline Lender of any telephonic Swingline Loan Notice, the Swingline Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swingline Loan Notice and, if not, the Swingline Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swingline Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. on the date of the proposed Swingline Loan Borrowing (A) directing the Swingline Lender not to make such Swingline Loan as a result of the limitations set forth in Section 2.04(a) or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, the Swingline Lender shall make such Swingline Loan available to the Borrower by means of a credit to the general deposit account of the Borrower with the Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of an L/C Disbursement as provided in Section 2.05(c), by remittance to the relevant Issuing Bank) by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c) (i) The Swingline Lender at any time in its sole and absolute discretion may request, on behalf of the Borrower (which hereby irrevocably authorizes the Swingline Lender to so request on its behalf), that each Revolving Lender make a Base Rate Loan in an amount equal to such Lender's Applicable Percentage of the amount of the Swingline Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Borrowing Request for purposes hereof) and in accordance with the requirements of Section 2.02 and Section 2.03, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Revolving Commitments of the applicable Class and the conditions set forth in Section 4.02. The Swingline Lender shall furnish the Borrower with a copy of the applicable Borrowing Request promptly after delivering such notice to the Administrative Agent. Each Revolving Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Borrowing Request available to the Administrative Agent in Same Day Funds for the account of the Swingline Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Borrowing Request, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swingline Lender.

(ii) If for any reason any Swingline Loan cannot be refinanced by such Base Rate Loan in accordance with clause (i), the request for Base Rate Loans submitted by the Swingline Lender as set forth herein shall be deemed to be a request by the Swingline Lender that each of the Revolving Lenders fund its risk participation in the relevant Swingline Loan and such Revolving Lender's payment to the Administrative Agent for the account of the Swingline Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation. If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swingline Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swingline Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swingline Lender at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Swingline Lender in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Base Rate Loan included in the relevant Borrowing or funded participation in the relevant Swingline Loan, as the case may be. A certificate of the Swingline Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (ii) shall be conclusive absent manifest error.

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

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

(ii) If any payment received by the Swingline Lender in respect of principal or interest on any Swingline Loan is required to be returned by the Swingline Lender under any of the circumstances described in Section 9.08 (including pursuant to any settlement entered into by the Swingline Lender in its discretion), each Revolving Lender shall pay to the Swingline Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the applicable Overnight Rate. The Administrative Agent will make such demand upon the request of the Swingline Lender. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) The Swingline Lender shall be responsible for invoicing the Borrower for interest on the Swingline Loans. Until each Revolving Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Lender's Applicable Percentage of any Swingline Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swingline Lender.

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

SECTION 2.05. Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (x) (A) each Issuing Bank agrees, in reliance upon the agreements of the Revolving Lenders set forth in this Section 2.05, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the Borrower or its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with subsection (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower or its Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the aggregate L/C Exposure shall not exceed the L/C Exposure Sublimit and (y) the total Revolving Credit Exposures shall not exceed the total Revolving Commitments. Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to be "Letters of Credit" issued pursuant to this Agreement on the Closing Date and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof and shall no longer be deemed to be outstanding under the Existing Credit Agreement.

(ii) No Issuing Bank shall issue any Letter of Credit, if: (A) subject to Section 2.05(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Revolving Lenders and the applicable Issuing Bank have approved such expiry date; or (B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Lenders and the applicable Issuing Bank have approved such expiry date.

(iii) No Issuing Bank shall be under any obligation to issue any Letter of Credit if:

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

(B) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such Issuing Bank, such Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;

(D) the Issuing Bank does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency;

(E) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(F) a default of any Revolving Lender's (of the applicable Class) obligations to fund under Section 2.05(c) exists or any Revolving Lender (of the applicable Class) is at such time a Defaulting Lender hereunder, unless such Issuing Bank has entered into satisfactory arrangements (in the Issuing Bank's sole and absolute discretion) with the Borrower or such Revolving Lender to eliminate the Issuing Bank's risk with respect to such Revolving Lender.

(iv) No Issuing Bank shall amend any Letter of Credit if the Issuing Bank would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

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

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

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

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the applicable Issuing Bank (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the applicable Issuing Bank and the Administrative Agent not later than noon at least three Business Days (or such later date and time as the applicable Issuing Bank may agree in a particular instance in its sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable Issuing Bank: (A) the proposed issuance date of the requested Letter of

Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the applicable Issuing Bank may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the applicable Issuing Bank (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the applicable Issuing Bank may require. Additionally, the Borrower shall furnish to the applicable Issuing Bank and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the applicable Issuing Bank or the Administrative Agent may reasonably require.

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

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the applicable Issuing Bank may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the applicable Issuing Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable Issuing Bank, the Borrower shall not be required to make a specific request to an Issuing Bank for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable Issuing Bank to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that no Issuing Bank shall permit any such extension if (A) such Issuing Bank has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.05(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent or any Revolving Credit Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing such Issuing Bank not to permit such extension.

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

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable Issuing Bank shall notify the Borrower and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the Borrower shall reimburse the applicable Issuing

Bank in such Alternative Currency, unless (A) such Issuing Bank (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Borrower shall have notified such Issuing Bank promptly following receipt of the notice of drawing that the Borrower will reimburse such Issuing Bank in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the applicable Issuing Bank shall notify the Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than noon on the Business Day following any payment by an Issuing Bank under a Letter of Credit to be reimbursed in Dollars, or the Applicable Time on the Business Day following any payment by an Issuing Bank under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an "Honor Date"), the Borrower shall reimburse such Issuing Bank through the Administrative Agent in an amount equal to the amount of such drawing, and in the applicable currency. If the Borrower fails to so reimburse such Issuing Bank by such time, the Administrative Agent shall promptly notify each applicable Revolving Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the "Unreimbursed Amount"), and the amount of such Revolving Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Business Day following the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Borrowing Notice) and until such Unreimbursed Amount is repaid or refinanced it shall accrue interest at the rate applicable to Base Rate Revolving Loans. Any notice given by the applicable Issuing Bank or the Administrative Agent pursuant to this Section 2.05(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender shall upon any notice pursuant to Section 2.05(c)(i) make funds available to the Administrative Agent for the account of the applicable Issuing Bank, in Dollars, at the Administrative Agent's office for payments in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 2:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.05(c)(iii), such Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable Issuing Bank.

(iii) With respect to any Unreimbursed Amount in respect of a Letter of Credit that is not fully refinanced by a Revolving Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the applicable Issuing Bank an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Lender's payment to the Administrative Agent for the account of the Issuing Bank pursuant to Section 2.05(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.05.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.05(c) to reimburse an Issuing Bank for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of such Issuing Bank.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse each Issuing Bank for amounts drawn under Letters of Credit of the applicable Class issued by it, as contemplated by this Section 2.05(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against such Issuing Bank, the Borrower, any Subsidiary or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Revolving Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Borrowing Request). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse an Issuing Bank for the amount of any payment made by such Issuing Bank under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Administrative Agent for the account of an Issuing Bank any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c)(ii), such Issuing Bank shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing Bank at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Issuing Bank in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Revolving Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of an Issuing Bank submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after an Issuing Bank has made a payment under any Letter of Credit and has received from any Revolving Lender such Revolving Lender's L/C Advance in respect of such payment in accordance with Section 2.05(c), if the Administrative Agent receives for the account of such Issuing Bank any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Revolving Lender its Applicable Percentage thereof in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an Issuing Bank pursuant to Section 2.05(c)(i) is required to be returned under any of the circumstances described in Section 9.08 (including pursuant to any settlement entered into by such Issuing Bank in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of such Issuing Bank its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse each Issuing Bank for each drawing under each Letter of Credit issued by it and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following: (i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document; (ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable Issuing Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction; (iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit; (iv) any payment by such Issuing Bank under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by such Issuing Bank under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or (v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary. The

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

(f) Role of Issuing Banks. Each Revolving Lender and the Borrower agree that, in paying any drawing under any Letter of Credit, no Issuing Bank shall have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the Issuing Banks, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any Issuing Bank shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the Issuing Banks, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any Issuing Bank shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.05(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against any Issuing Bank, and such Issuing Bank may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such Issuing Bank's willful misconduct or gross negligence or such Issuing Bank's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and such Issuing Bank shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral.

(i) Upon the request of the Administrative Agent, (A) if any Issuing Bank has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (B) if, as of the Letter of Credit Expiration Date, any L/C Exposure for any reason remains outstanding, or (C) if any Event of Default described under clauses (h) or (i) of Article VII has occurred and is continuing, the Borrower shall, in each case, immediately Cash Collateralize the then L/C Exposure of all Revolving Lenders.

(ii) In addition, if the Administrative Agent notifies the Borrower at any time that the L/C Exposure at such time exceeds the L/C Exposure Sublimit then in effect, then, within one Business Day (or such later time as the Administrative Agent may agree in its sole discretion) after receipt of such notice, the Borrower shall Cash Collateralize the L/C Exposure in an amount equal to the amount by which the L/C Exposure exceeds the L/C Exposure Sublimit.

(iii) The Administrative Agent may, at any time and from time to time after the initial deposit of Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of exchange rate fluctuations.

(h) Applicability of ISP. Unless otherwise expressly agreed by the Issuing Bank and the Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each standby Letter of Credit.

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

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

SECTION 2.06. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage or other percentage provided for herein; provided that Swingline Loans shall be made as provided in Section 2.04. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account designated by the Borrower in the applicable Borrowing Request; provided that Base Rate Revolving Loans made to refinance Swingline Loans as provided in Section 2.04(c) shall be remitted to the Swingline Lender and Base Rate Revolving Loans made to finance the reimbursement of an L/C Disbursement as provided in Section 2.05(c) shall be remitted by the Administrative Agent to the relevant Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with clause (a) of this Section and may, in reliance upon such assumption in its sole discretion, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Overnight Rate or (ii) in the case of the Borrower, the interest rate applicable to Base Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

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

SECTION 2.07. Market Disruption. Notwithstanding the satisfaction of all conditions referred to in Article II and Article IV with respect to any Letter of Credit issued or to be issued in any Alternative Currency, if (i) there shall occur on or prior to the date of such Borrowing any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which would in the reasonable opinion of the Administrative Agent or the relevant Issuing Bank make it impracticable for the applicable Letters of Credit comprising such Credit Event to be denominated in the Alternative Currency specified by the Borrower or (ii) the Dollar Equivalent of such currency is not readily calculable, then the Administrative Agent shall forthwith give notice thereof to the Borrower and the relevant Issuing Bank, and such Credit Events shall not be denominated in such Alternative Currency but shall, except as otherwise set forth in Section 2.06, be made on the date of such Credit Event in Dollars in a face amount equal to the Dollar Equivalent of the face amount specified in the related request or application for such Letter of Credit, unless the Borrower notifies the Administrative Agent at least one (1) Business Day before such date that (i) it elects not to request the issuance of such Letter of Credit on such date or (ii) it elects to have such Letter of Credit issued on such date in a different currency, as the case may be, in which the

denomination of such Letter of Credit would in the reasonable opinion of the relevant Issuing Bank and the Administrative Agent, be practicable and in face amount equal to the Dollar Equivalent of the face amount specified in the related request or application for such Letter of Credit, as the case may be.

SECTION 2.08. Termination and Reduction of Commitments.

(a) (i) The Term A Loan Commitments and the Term A-1 Loan Commitments terminated on the Closing Date, (ii) unless previously terminated, each Term A-2 Loan Commitment shall terminate on the earlier of (x) 5:00 p.m., New York City time, on December 30, 2013, (y) the termination of the Acquisition Agreement prior to the closing of the Acqustiion and (z) 5:00 p.m., New York City time on the date the Acquisition is consummated and (iii) unless previously terminated, all Revolving Commitments shall terminate on the Revolving Credit Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Commitments of any Class provided, that the consent of the Term A-2 Arrangers shall be required in respect of any termination or reduction of Term A-2 Loan Commitments); provided that (i) each reduction of Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000, (or, if less, the remaining amount of such Commitments) and (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.10, the total Revolving Credit Exposures would exceed the total Revolving Commitments.

(c) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy or transmission by electronic communication in accordance with Section 9.01(b)) of any election to terminate or reduce the Commitments under clause (b) of this Section not later than 12:00 p.m. three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or instruments of Indebtedness or the occurrence of any other specified event, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Subject to Section 2.20(d), each reduction of the Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Commitments of such Class.

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to the Borrower on the Revolving Credit Maturity Date in the currency of such Loan and (ii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Credit Maturity Date and the 10th Business Day after such Swingline Loan is made; provided that on each date that a Revolving Loan is made, the Borrower shall repay all Swingline Loans then outstanding.

(b) The Borrower promises to repay the Term A Loans at the dates (or, if any such date is not a Business Day, on the following Business Day) and in the amounts equal to the percentage, as set forth below, of the aggregate principal amount of Term A Loans borrowed on the Closing Date:

Date	Amount
September 1, 2012	1.25%
December 1, 2012	1.25%
March 1, 2013	1.25%
June 1, 2013	1.25%
September 1, 2013	1.25%
December 1, 2013	1.25%

March 1, 2014	1.25%
June 1, 2014	1.25%
September 1, 2014	2.50%
December 1, 2014	2.50%
March 1, 2015	2.50%
June 1, 2015	2.50%
September 1, 2015	2.50%
December 1, 2015	2.50%
March 1, 2016	2.50%
June 1, 2016	2.50%
September 1, 2016	2.50%
December 1, 2016	2.50%
March 1, 2017	2.50%
Term A Loan Maturity Date	62.50%

provided, however, that the Borrower shall repay the entire unpaid principal amount of the Term A Loans on the Term A Loan Maturity Date.

(c) The Borrower promises to repay (i) Term A-1 Loans on each March 1, June 1, September 1 and December 1 (or, if any such day is not a Business Day, the following Business Day), commencing September 4, 2012, an aggregate amount equal to 0.25% of the aggregate principal amount of all Term A-1 Loans borrowed on the Closing Date and (ii) on the Term A-1 Loan Maturity Date, the aggregate principal amount of all Term A-1 Loans outstanding on such date.

(d) The Borrower promises to repay (i) Term A-2 Loans on each March 1, June 1, September 1 and December 1 (or, if any such day is not a Business Day, the following Business Day), commencing on the first such date following the Term A-2 Closing Date, in an amount (expressed as a percentage of the original aggregate principal amount of the Term A-2 Loans made on the Term A-2 Closing Date) equal to (x) on any such day during the period prior to September 1, 2014, 1.25% and (y) on any such day on or after September 1, 2014, 2.5% and (ii) on the Term A-2 Loan Maturity Date, the aggregate principal amount of all Term A-2 Loans outstanding on such date.

(e) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(f) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period, if any, applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

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

(h) Any Lender may request that Loans made by it be evidenced by promissory notes. In such event, the Borrower shall prepare, execute and deliver to such Lender promissory notes payable to such Lender and its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory notes and interest thereon shall at all times (including after assignment pursuant to Section 9.04 of this Agreement) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

SECTION 2.10. Prepayment of Loans.

(a) Optional Prepayments. (i) The Borrower shall have the right at any time and from time to time to prepay any Borrowing of any Class in whole or in part, without premium or penalty, subject to prior notice in accordance with clause (a)(ii) of this Section; provided, however, that no prepayments of any Extended Term Loans of any series shall be permitted pursuant to this Section 2.10(a) so long as any Term Loans of any Existing Term Loan Class from which such Extended Term Loans were converted remain outstanding unless such prepayment is accompanied by a pro rata (or greater proportionate) prepayment of Term Loans of such Existing Term Loan Class.

(ii) The Borrower shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) by telephone (confirmed by telecopy or transmission by electronic communication in accordance with Section 9.01(b)) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 2:00 p.m., New York City time, three (3) Business Days before the date of prepayment, (ii) in the case of prepayment of a Base Rate Borrowing, not later than noon, New York City time, on the date of prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 2:00 p.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the Class or Classes of Loans to be repaid and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.08, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.08. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of Term Loans pursuant to this Section 2.10(a) shall be applied to repayments thereof required pursuant to Section 2.09(b) in the order selected by the Borrower. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the notice of prepayment. Prepayments pursuant to this Section 2.10(a) shall be accompanied by accrued interest to the extent required by Section 2.12 and shall be subject to Section 2.15.

(b) Mandatory Prepayments.

(i) If the Administrative Agent notifies the Borrower at any time that (x) the Revolving Credit Exposure at such time exceeds an amount equal to 100% of the Revolving Commitments then in effect, then, within two Business Days after receipt of such notice, the Borrower shall prepay Revolving Loans and/or Cash Collateralize the L/C Exposure in an aggregate amount sufficient to reduce such Revolving Credit Exposure as of such date of payment to an amount not to exceed 100% of the Revolving Commitments then in effect; provided, however, that, subject to the provisions of Section 2.05(g)(ii), the Borrower shall not be required to Cash Collateralize the L/C Exposures pursuant to this Section 2.10(b) unless, after the prepayment in full of the Revolving Loans, the Revolving Credit Exposure exceeds the Revolving Commitments then in effect.

(ii) (A) If the Borrower or any Subsidiary receives any Net Cash Proceeds from any Asset Sale or Casualty Event, the Borrower shall apply an amount equal to 100% of such Net Cash Proceeds (in the case of an Asset Sale by a Foreign Subsidiary, net of additional taxes payable (or that would be payable if the Net Cash Proceeds were repatriated to the United States) or reserved against as a result thereof) in accordance with Section 2.10(b)(iv) on or prior to the date which is ten (10) Business Days after the date of the realization or receipt of such Net Cash Proceeds; provided that no such prepayment shall be required pursuant to this Section 2.10(b)(ii)(A) with respect to such Net Cash Proceeds that the Borrower shall reinvest in accordance with Section 2.10(b)(ii)(B).

(B) With respect to any Net Cash Proceeds realized or received with respect to any Asset Sale or Casualty Event, at the option of the Borrower the Borrower may reinvest all or any portion of such Net Cash Proceeds in assets useful for the Borrower's or a Subsidiary's business within twelve (12) months following receipt of such Net Cash Proceeds; provided that any such Net Cash Proceeds that are not so reinvested within the applicable time period set forth above shall be applied as set forth in Section 2.10(b)(ii)(A) within five (5) Business Days after the end of the applicable time period set forth above.

(iii) If the Borrower or any Subsidiary incurs or issues any Refinancing Term Loans or any Indebtedness not expressly permitted to be incurred or issued pursuant to Section 6.01 (without prejudice to the restrictions therein), the Borrower shall apply an amount equal to 100% of such Net Cash Proceeds received by the Borrower or any Subsidiary therefrom in accordance with Section 2.10(b)(iv) on or prior to the date which is three (3) Business Days after the receipt of such Net Cash Proceeds.

(iv) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to clauses (i) through (iii) of this Section 2.10(b) at least three (3) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Term Lender of the contents of the Borrower's prepayment notice and of such Term Lender's pro rata share of the prepayment.

(v) Notwithstanding any other provisions of this Section 2.10(b) to the contrary, to the extent that any of or all the Net Cash Proceeds of any Asset Sale by a Foreign Subsidiary giving rise to a prepayment event pursuant to Section 2.10(b)(ii) (a "Foreign Disposition") or the Net Cash Proceeds of any Casualty Event from a Foreign Subsidiary (a "Foreign Casualty Event"), are prohibited or delayed by applicable local Law from being repatriated to the United States, the portion of such Net Cash Proceeds so affected will not be required to be applied to repay Term Loans at the times provided in this Section 2.10(b) but may be retained by the applicable Foreign Subsidiary so long, but only so long, as applicable Law will not permit or delays repatriation to the United States (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all actions reasonably required by the applicable Law to permit such repatriation), and once such repatriation of any of such affected Net Cash Proceeds is permitted under the applicable Law, such repatriation will be promptly effected and such repatriated Net Cash Proceeds will be promptly (and in any event not later than five (5) Business Days after such repatriation) applied (net of additional taxes payable or reserved against as a result thereof) to the repayment of the Term Loans pursuant to this Section 2.10(b) to the extent provided herein; provided however, that to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition or any Foreign Casualty Event would have material adverse tax consequences, the Net Cash Proceeds so affected may be retained by the applicable Foreign Subsidiary, provided that, in the case of this clause (ii), on or before the date 12 months following the date of receipt of such Net Cash Proceeds, (x) the Borrower shall apply an amount equal to 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 that would be payable if the Net Cash Proceeds were repatriated to the United States) or reserved against if such Net Cash Proceeds had been repatriated or (y) such Net Cash Proceeds shall be applied to the repayment of Indebtedness of a Foreign Subsidiary.

(vi) Each prepayment of Term Loans pursuant to this Section 2.10(b) shall be applied, subject to Section 2.10(b)(iv), pro rata to each Class of Term Loans (on a pro rata basis to the Term Loans of the Lenders with such Class of Term Loans) and shall be further applied to such Class of Term Loans, first in direct order of maturity the next 8 scheduled to repayments thereof required pursuant to Sections 2.09(b), (c) and (d) and second ratably to the remaining repayments of Term Loans of such Class required pursuant to Sections 2.09(b), (c) and (d); provided that, at the option of the Borrower, the Net Cash Proceeds of Refinancing Term Loans may be applied to prepay Term A Loans and Term A-2 Loans prior to Term A-1 Loans.

(vii) Any prepayment of Term Loans pursuant to this Section 2.10(b) shall be accompanied by accrued interest to the extent required by Section 2.12 and shall be subject to Section 2.15.

SECTION 2.11. Fees.

(a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee, which shall accrue at the Applicable Rate on the actual daily amount by which the Revolving Commitment of such Lender exceeds the amount of Revolving Loans and L/C Exposure of such Lender (but, for the avoidance of doubt, excluding the Swingline Exposure of such Lender) during the period from and including the Closing Date to but excluding the date on which such Commitment terminates; provided that any commitment fee

accrued with respect to the Revolving Commitment of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such commitment fee shall otherwise have been due and payable by the Borrower prior to such time; and provided further that no commitment fee shall accrue on the Revolving Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender. Accrued commitment fees shall be payable in arrears on the first Business Day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the Closing Date. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate on the actual daily Outstanding Amount of such Lender's L/C Exposure (excluding any portion thereof attributable to unreimbursed L/C Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any L/C Exposure and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate per annum separately agreed between such Issuing Bank and the Borrower on the actual daily Outstanding Amount of the L/C Exposure (excluding any portion thereof attributable to unreimbursed L/C Disbursements) attributable to Letters of Credit issued by such Issuing Bank during the period from and including the Closing Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any L/C Exposure, as well as such Issuing Bank's standard fees and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Unless otherwise specified above, participation fees and fronting fees shall be payable in arrears on the last Business Day of March, June, September and December of each year, commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this clause shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times provided in the Administrative Agency Fee Letter.

(d) The Borrower agrees to pay to each Term A-2 Lender, through the Administrative Agent, on the Term A-2 Closing Date or the date of termination of the Term A-2 Loan Commitments, a commitment fee in Dollars (a "Term A-2 Loan Commitment Fee") on the daily amount of the Term A-2 Loan Commitment of such Lender from and including the Restatement Effective Date to but excluding the Term A-2 Closing Date or the date of termination of all Term A-2 Loan Commitments at a rate equal to (v) 0.50% per annum prior to the date that is 6 calendar months after the Restatement Effective Date, (w) 0.625% per annum thereafter until the date that is 9 calendar months after Restatement Effective Date, (x) 0.75% per annum thereafter until the date that is 12 calendar months after the Restatement Effective Date, (y) 1.00% per annum thereafter until the date that is 15 calendar months after the Restatement Effective Date and (z) thereafter, 1.25% per annum; provided that, during any period when a Term A-2 Loan Lender is a Defaulting Lender, the Term A-2 Loan Commitment Fee shall not accrue on the Term A-2 Loan Commitment of such Defaulting Lender. All Term A-2 Loan Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

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

SECTION 2.12. Interest.

(a) The Loans comprising each Base Rate Borrowing (including each Swingline Loan) shall bear interest at the Base Rate in effect from time to time plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding clauses of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to Base Rate Loans as provided in clause (a) of this Section (the "Default Rate").

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to clause (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Base Rate Revolving Loan prior to the end of the Availability Period or a Swingline Loan), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest (i) computed by reference to the Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year). The applicable Base Rate or LIBO Rate shall be determined by the Administrative Agent in accordance with the provisions of this Agreement, and such determination shall be conclusive absent manifest error.

SECTION 2.13. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or telecopy or transmission by electronic communication in accordance with Section 9.01 as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as a Base Rate Borrowing.

SECTION 2.14. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank;

(ii) subject a Lender (or its applicable lending office) or Issuing Bank to any additional Tax (other than any Excluded Taxes, or any Other Taxes or Indemnified Taxes indemnified under Section 2.16) with respect to any Loan Document; or

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

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan or of maintaining its obligation to make any such Loan or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder, whether of principal, interest or otherwise, in each case by an amount deemed by such Lender or such Issuing Bank to be material in the context of its making of, and participation in, extensions of credit under this Agreement, then, upon the request of such Lender or such Issuing Bank, the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

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

(c) A certificate of a Lender or an Issuing Bank setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in clause (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) days (or such later date as may be agreed by the applicable Lender) after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 135 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 135-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.15. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.10), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.10 and is revoked in accordance therewith) or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and

expense (excluding loss of anticipated profit) attributable to such event. Such loss, cost or expense to any Lender may be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the LIBO Rate that would have been applicable to such Loan (and excluding any Applicable Rate), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant currency of a comparable amount and period from other banks in the eurocurrency market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days (or such later date as may be agreed by the applicable Lender) after receipt thereof.

SECTION 2.16. Taxes.

(a) All sums payable by any Loan Party under any Loan Document to any Administrative Agent or Lender shall be made free and clear of and without deduction for any Taxes, unless required by applicable Laws.

(b) If any Loan Party or any other applicable withholding agent shall be required by Law to deduct any Taxes from or in respect of any sum payable under any Loan Document, then (i) the applicable Loan Party or other applicable withholding agent shall make such deductions and pay to the relevant Governmental Authority any such Tax before the date on which penalties attach thereto in accordance with applicable Law, (ii) if the Tax in question is an Indemnified Tax or an Other Tax, the sum payable by the applicable Loan Party to such Lender or Administrative Agent (as applicable) shall be increased by such Loan Party as necessary so that after all required deductions have been made (including deductions applicable to additional sums payable under this Section 2.16) the Lender or Administrative Agent receives an amount equal to the sum it would have received had no such deductions been made, (iii) within thirty days after paying any sum from which it is required by Law to make any deduction, and within thirty days after the due date of payment of any Tax which it is required by clause (i) above to pay, the Loan Party making such payments shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(c) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(d) Each Lender shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any documentation prescribed by Laws or reasonably requested by the Borrower or the Administrative Agent certifying as to any entitlement of such Lender to an exemption from, or reduction in, any applicable withholding Tax with respect to any payments to be made to such Lender under any Loan Document. Each such Lender shall, whenever a lapse in time or change in circumstances renders any such documentation (including any specific documentation required below in this Section 2.16(d)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so.

Without limiting the foregoing:

(1) Each U.S. Lender shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed original copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding.

(2) Each Foreign Lender shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement whichever of the following is applicable:

(A) two properly completed and duly signed original copies of IRS Form W-8BEN (or any successor forms) claiming eligibility for the applicable benefits of an income tax treaty to which the United States is a party, and such other documentation as required under the Code,

(B) two properly completed and duly signed original copies of IRS Form W-8ECI (or any successor forms),

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (A) two properly completed and duly signed certificates substantially in the form of Exhibit H-1, H-2, H-3 or H-4, as applicable (any such certificate, a "United States Tax Compliance Certificate") and (B) two properly completed and duly signed original copies of IRS Form W-8BEN (or any successor forms),

(D) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or a participating Lender), IRS Form W-8IMY (or any successor forms) of the Foreign Lender, accompanied by a Form W-8ECI, W-8BEN, United States Tax Compliance Certificate, Form W-9, Form W-8IMY or any other required information (or any successor forms) from each beneficial owner that would be required under this Section 2.16(d) if such beneficial owner were a Lender, as applicable (provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more beneficial owners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Foreign Lender on behalf of such beneficial owners), or

(E) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, United States federal withholding Tax on any payments to such Lender under the Loan Documents.

(3) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and, if necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (3), "FATCA" shall include any amendments made to FATCA after the Closing Date.

Notwithstanding any other provision of this Section 2.16(d), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(e) The Loan Parties shall, jointly and severally, indemnify the Administrative Agent or a Lender (each a "Tax Indemnitee"), within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes paid or payable by the Tax Indemnitee on or with respect to any payment by or on account of any obligation of any Loan Party under any Loan Document, and any Other Taxes paid or payable by the Tax Indemnitee (including any Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.16), whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared in good faith and delivered to the Tax Indemnitee, or by the Administrative Agent on its own behalf or on behalf of another Tax Indemnitee, shall be conclusive absent manifest error.

(f) If and to the extent a Tax Indemnitee determines, in its sole good faith discretion, that it has received a refund of any Indemnified 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 2.16, then such Tax Indemnitee shall promptly pay over such refund to the relevant Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.16 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Tax Indemnitee 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 Tax Indemnitee, 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 Tax Indemnitee in the event the Tax Indemnitee is required to repay such refund to such Governmental Authority. This Section 2.16(f) shall not be construed to require a Tax Indemnitee 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) For purposes of this Section 2.16, the term "Lender" shall include any Swingline Lender and any Issuing Bank.

SECTION 2.17. Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of L/C Disbursements, or of amounts payable under Section 2.14, 2.15 or 2.16, or otherwise) without condition or deduction for any counterclaim, defense, recoupment or setoff prior to 2:00 p.m., on the date when due, in immediately available funds. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent Office, except payments to be made directly to an Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(b) If at any time prior to an exercise of remedies pursuant to Article VII (or prior to the date of termination of the Commitments in full and acceleration of the Loans pursuant to Article VII), insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed L/C Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed L/C Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed L/C Disbursements then due to such parties.

(c) (i) After the exercise of remedies provided for in Article VII (or after the automatic termination of the Commitments and acceleration of the Loans pursuant to Article VII), any amounts received on account of the Obligations shall be applied by the Administrative Agent as follows:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article II) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and fees payable pursuant to Sections 2.11(a) and (b)) payable to the Lenders and the Issuing Banks (including fees, charges and disbursements of counsel to the respective Lenders and the Issuing Bank arising under the Loan Documents), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid fees pursuant to Sections 2.11(a) and (b) and interest on the Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among the Lenders and the Issuing Banks in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and Obligations then owing under Secured Hedge Agreements and Cash Management Obligations, and to the Administrative Agent for the account of the Issuing Banks, to Cash Collateralize that portion of Letter of Credit Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by the Borrower pursuant to Section 2.05, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fourth held by them and the aggregate amount of Letter of Credit Obligations that have not been Cash Collateralized; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

(ii) Subject to Sections 2.05, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

(iii) Notwithstanding the foregoing, Cash Management Obligations and Obligations arising under Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not, prior to the time of the making of any such distribution, received written notice thereof, together with such supporting documentation as the Administrative Agent may reasonably request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. Each Cash Management Bank or Hedge Bank not a party to the Credit Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article VIII hereof for itself and its Affiliates as if a "Lender" party hereto.

(d) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in L/C Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in L/C Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in L/C Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in L/C Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this clause shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in L/C Disbursements and Swingline Loans to any assignee or participant in accordance with Section 9.04. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the relevant Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the relevant Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the Issuing Bank, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (c) shall be conclusive, absent manifest error.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04, 2.05, 2.06, 2.17 or 9.03, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payments.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.14, 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 2.16, 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 good faith judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment. Any Lender claiming reimbursement of such costs and expenses shall deliver to the Borrower a certificate setting forth such costs and expenses in reasonable detail which shall be conclusive absent manifest error.

(b) If any Lender requests compensation under Section 2.14, 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 2.16, if any Lender is a Defaulting Lender, if any Lender fails to grant a consent in connection with any proposed change, waiver, discharge or termination of the provisions of this Agreement as contemplated by Section 9.02 for which the consent of each Lender or each affected Lender is required but the consent of the Required Lenders is obtained or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, but excluding the consents required by, Section 9.04), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 9.04 (unless otherwise agreed by the Administrative Agent);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.15) 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);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

SECTION 2.19. Expansion Option.

(a) The Borrower may from time to time after the Restatement Effective Date elect to increase the Revolving Commitments or any Extended Revolving Commitments (the "Increased Commitments") or add one or more tranches of term loans (each, an "Incremental Term Loan"), in each case in an aggregate principal amount of not less than $25,000,000 so long as, after giving effect thereto, the aggregate amount of all such Increased Commitments and all such Incremental Term Loans (other than Refinancing Term Loans) does not exceed $750,000,000 minus the amount of Term A-2 Loan Commitments in excess of $325,000,000 (or, if the aggregate principal amount of Term A-2 Loans originally funded pursuant to the Term A-2 Loan Commitments is less than the full amount of the Term A-2 Loan Commitments, the aggregate original principal amount of the Term A-2 Loans in excess of $325,000,000). The Borrower may arrange for any such increase or tranche to be provided by one or more Lenders (each Lender so agreeing to an increase in its Revolving Commitment or Extended Revolving Commitments, or to participate in such Incremental Term Loan, an "Increasing Lender"), or by one or more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an "Augmenting Lender"), to increase their existing Revolving Commitments or Extended Revolving Commitments, or to participate in such Incremental Term Loan; provided that each Augmenting Lender (and, in the case of an Increased Commitment, each Increasing Lender) shall be subject to the approval of the Borrower and the Administrative Agent and, in the case of an Increased Commitment, each Issuing Bank and Swingline Lender (such consents not to be unreasonably withheld or delayed). Without the consent of any Lenders other than the relevant Increasing Lenders or Augmenting Lenders, this Agreement and the other Loan Documents may be amended pursuant to an Additional Credit Extension Amendment as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.19. Increases of Revolving Commitments, and Extended Revolving Commitment and new Incremental Term Loans created pursuant to this Section 2.19 shall become effective on the date agreed by the Borrower, the Administrative Agent and the relevant Increasing Lenders or Augmenting Lenders and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Revolving Commitments or Extended Revolving Commitments or Incremental Term Loans shall be permitted under this clause unless (i) on the proposed date of the effectiveness of such increase in the Revolving Commitments or Extended Revolving Commitments or borrowing of such Incremental Term Loan, the conditions set forth in clauses (a) and (b) of Section 4.02 shall be satisfied or waived by the Required Lenders and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Borrower, (ii) the Administrative Agent shall have received such opinions and other certificates and documents as it may reasonably request and (iii) the Borrower shall be in compliance, calculated on a Pro Forma Basis (assuming for this purpose that all Increased Commitments were fully drawn), with the covenants contained in Section 6.09 as of the last day of the most recent fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to such time. On the effective date of any increase in the Revolving Commitments or Extended Revolving Commitments or any Incremental Term Loans being made (assuming that any Increased Commitments were fully drawn), (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the outstanding Loans of all the Lenders to equal its Applicable Percentage of such outstanding Loans, and (ii) except in the case of any Incremental Term

Loans, if, on the date of such increase, there are any Revolving Loans of the applicable Class outstanding, such Revolving Loans shall on or prior to the effectiveness of such Increased Commitments be prepaid to the extent necessary from the proceeds of additional Revolving Loans made hereunder by the Increasing Lenders and Augmenting Lenders, so that, after giving effect to such prepayments and any borrowings on such date of all or any portion of such Increased Commitments, the principal balance of all outstanding Revolving Loans of such Class owing to each Lender with a Revolving Commitment of such Class is equal to such Lender's pro rata share (after giving effect to any nonratable Increased Commitment pursuant to this Section 2.19) of all then outstanding Revolving Loans of such Class. The Administrative Agent and the Lenders hereby agree that the borrowing notice, minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence. The deemed payments made pursuant to clause (ii) of the second preceding sentence shall be accompanied by payment of all accrued interest on the amount prepaid and, in respect of each Eurodollar Loan, shall be subject to indemnification by the Borrower pursuant to the provisions of Section 2.15 if the deemed payment occurs other than on the last day of the related Interest Periods. The terms of any Incremental Term Loans shall be as set forth in the amendment to this Agreement providing for such Incremental Term Loans; provided that (i) no Lender will be required to participate in any such Incremental Facility, (ii) the final maturity date of any Incremental Term Loans shall be no earlier than the Term A Loan Maturity Date (or, if any Term A-2 Loans are borrowed, the Term A-2 Loan Maturity Date), (iii) the Weighted Average Life to Maturity of such Incremental Term Loans shall not be shorter than the then remaining Weighted Average Life to Maturity of the Term A Loans (or, if any Term A-2 Loans are borrowed, the then remaining Weighted Average Life to Maturity of the Term A-2 Loans), (iv) Incremental Term Loans shall not participate on a greater than pro rata basis with the other Term Loans in any optional or mandatory prepayment hereunder, (v) the interest margins, fees and original issue discount for the Incremental Term Loans shall be determined by the Borrower and the lenders of the Incremental Term Loans, (vi) Incremental Term Loans and Increased Commitments shall be secured on a pari passu basis with the other Loans and (vii) any Increased Commitments shall be on terms and pursuant to documentation applicable to the Revolving Commitments or Extended Revolving Commitments and any Incremental Term Loans shall be on terms and pursuant to documentation to be determined, provided that, to the extent such terms and documentation are not consistent with the Term A Facility (except to the extent permitted by clause (ii), (iii) or (iv) above) they shall be reasonably satisfactory to the Administrative Agent. The Borrower shall seek commitments in respect of any Incremental Facility from existing Lenders or from additional banks, financial institutions and other institutional lenders reasonably acceptable to the Administrative Agent who will become Lenders in connection therewith.

(b) This Section 2.19 shall override any provisions in Section 9.02 to the contrary.

SECTION 2.20. Extended Term Loans and Extended Revolving Commitments.

(a) The Borrower may at any time and from time to time request that all or a portion of the Term Loans of any Class in an aggregate principal amount of not less than $100,000,000 (or, if less, the entire remaining amount of such Class) (an "Existing Term Loan Class") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so converted, "Extended Term Loans") and to provide for other terms consistent with this Section 2.20. In order to establish any Extended Term Loans, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders under the Existing Term Loan Class) (an "Extension Request") setting forth the proposed terms of the Extended Term Loans to be established, which shall be consistent with the Term Loans under the Existing Term Loan Class from which such Extended Term Loans are to be converted except that:

(i) all or any of the scheduled amortization payments of principal of the Extended Term Loans may be delayed to later dates than the scheduled amortization payments of principal of the Term Loans of such Existing Term Loan Class to the extent provided in the applicable Additional Credit Extension Amendment;

(ii) the interest margins with respect to the Extended Term Loans may be different than the Applicable Rate for the Term Loans of such Existing Term Loan Class and upfront fees may be paid to the Extending Term Lenders to the extent provided in the applicable Additional Credit Extension Amendment; and

(iii) the Additional Credit Extension Amendment may provide for other covenants and terms that apply only after the Term A-1 Loan Maturity Date.

(b) Any Extended Term Loans converted pursuant to any Extension Request shall be designated a series of Extended Term Loans for all purposes of this Agreement; provided that, subject to the limitations set forth in clause (a) above, any Extended Term Loans converted from an Existing Term Loan Class may, to the extent provided in the applicable Additional Credit Extension Amendment and consistent with the requirements set forth above, be designated as an increase in any previously established Class of Term Loans.

(c) The Borrower shall provide the applicable Extension Request at least five (5) Business Days prior to the date on which Lenders under the applicable Existing Term Loan Class are requested to respond. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Class converted into Extended Term Loans pursuant to any Extension Request. Any Lender wishing to have all or a portion of its Term Loans under the Existing Term Loan Class subject to such Extension Request (such Lender an "Extending Term Lender") converted into Extended Term Loans shall notify the Administrative Agent (an "Extension Election") on or prior to the date specified in such Extension Request of the amount of its Term Loans under the Existing Term Loan Class which it has elected to request be converted into Extended Term Loans (subject to any minimum denomination requirements reasonably imposed by the Administrative Agent and acceptable to the Borrower). In the event that the aggregate amount of Term Loans under the Existing Term Loan Class subject to Extension Elections exceeds the amount of Extended Term Loans requested pursuant to an Extension Request, Term Loans of the Existing Term Loan Class subject to Extension Elections shall be converted to Extended Term Loans on a pro rata basis based on the amount of Term Loans included in each such Extension Election (subject to any minimum denomination requirements reasonably imposed by the Administrative Agent and acceptable to the Borrower).

(d) The Borrower may, with the consent of each Person providing an Extended Revolving Commitment, the Administrative Agent and any Person acting as swingline lender or issuing bank under such Extended Revolving Commitments, amend this Agreement pursuant to an Additional Credit Extension Amendment to provide for Extended Revolving Commitments and to incorporate the terms of such Extended Revolving Commitments into this Agreement on substantially the same basis as provided with respect to the applicable Revolving Commitments; provided that (i) the establishment of any such Extended Revolving Commitments shall be accompanied by a corresponding reduction in the Revolving Commitments of the applicable Class, (ii) any reduction in the applicable Revolving Commitments may, at the option of the Borrower, be directed to a disproportional reduction of such Revolving Commitments of any Lender providing an Extended Revolving Commitment and (iii) any Extended Revolving Commitments provided pursuant to this clause (d) shall be in a minimum principal amount of $200,000,000.

(e) Extended Term Loans and Extended Revolving Commitments shall be established pursuant to an Additional Credit Extension Amendment to this Agreement among the Borrower, the Administrative Agent and each Extending Term Lender or Lender providing an Extended Revolving Commitment which shall be consistent with the provisions set forth above (but which shall not require the consent of any other Lender other than those consents required pursuant to this Agreement). Each Additional Credit Extension Amendment shall be binding on the Lenders, the Loan Parties and the other parties hereto. In connection with any Additional Credit Extension Amendment, the Loan Parties and the Administrative Agent shall enter into such amendments to the Collateral Documents as may be reasonably requested by the Administrative Agent (which shall not require any consent from any Lender other than those consents provided pursuant to this Agreement) in order to ensure that the Extended Term Loans or Extended Revolving Commitments are provided with the benefit of the applicable Collateral Documents and shall deliver such other documents, certificates and opinions of counsel in connection therewith as may be reasonably requested by the Administrative Agent. No Lender shall be under any obligation to provide any Extended Term Loan or Extended Revolving Commitment.

(f) The provisions of this Section 2.20 shall override any provision of Section 9.02 to the contrary.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Lenders as of the Closing Date and (except as to representations and warranties made as of a date certain) as of the date such representations and warranties are deemed to be made under Section 4.02 of this Agreement, that:

SECTION 3.01. Organization; Powers; Subsidiaries. Each of the Borrower and its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) is duly organized, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required. Schedule 3.01 hereto identifies each Subsidiary (other than Inactive Subsidiaries) on the Closing Date, if such Subsidiary is an Immaterial Subsidiary, a Foreign Holding Company or a Specified Domestic Subsidiary, the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by the Borrower and the other Subsidiaries and, if such percentage is not 100% (excluding directors' qualifying shares as required by law), a description of each class issued and outstanding. All of the outstanding shares of capital stock and other equity interests, to the extent owned by the Borrower or any Subsidiary, of each Subsidiary (other than Immaterial Subsidiaries and Inactive Subsidiaries) are validly issued and outstanding and fully paid and nonassessable and all such shares and other equity interests indicated on Schedule 3.01 hereto as owned by the Borrower or another Subsidiary are owned, beneficially and of record, by the Borrower or a Subsidiary on the Closing Date free and clear of all Liens, other than Liens permitted under Section 6.02. As of the Closing Date, there are no outstanding commitments or other obligations of the Borrower or any wholly-owned Subsidiary (other than Inactive Subsidiaries) to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of the Borrower or any Subsidiary (other than Inactive Subsidiaries), except as disclosed on Schedule 3.01 hereto.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's corporate, limited liability company or partnership powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder action. The Loan Documents have been duly executed and delivered by the Loan Parties party thereto and constitute a legal, valid and binding obligation of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with their 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 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for (A) filings necessary to perfect or maintain the perfection of the Liens on the Collateral granted by the Loan Parties in favor of the Administrative Agent, (B) the approvals, consents, registrations, actions and filings which have been duly obtained, taken, given or made and are in full force and effect and (C) those approvals, consents, registrations or other actions or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect, (b) will not violate (i) any applicable law or regulation or order of any Governmental Authority or (ii) the charter, by-laws or other organizational documents of any Loan Party, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or its assets, or give rise to a right thereunder to require any payment to be made by any Loan Party and (d) will not result in the creation or imposition of any Lien on any material asset of any Loan Party (other than pursuant to the Loan Documents and Liens permitted by Section 6.02); except with respect to any violation or default referred to in clause (b)(i) or (c) above, to the extent that such violation or default could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.04. Financial Statements; Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lenders the consolidated balance sheet and statements of earnings, stockholders equity and cash flows of the Borrower for each of the three fiscal years ended February 29, 2012 reported on by KPMG LLP, independent public accountants, which financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of the Borrower as of such dates and for such periods in accordance with GAAP.

(b) Since February 29, 2012, there has been no material adverse change in the business, assets, operations or financial condition of the Borrower and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties.

(a) Each Loan Party has good and marketable title to, or valid leasehold interests in, all its material real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and except where the failure to have such title or interest could not reasonably be expected to have a Material Adverse Effect. There are no Liens on any of the real or personal properties of the Borrower or any Subsidiary except for Liens permitted by Section 6.02.

(b) Each of the Borrower and its Subsidiaries owns, or is licensed or possesses the right to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole, and, to the knowledge of the Borrower, the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries as to which there is a reasonable possibility of an adverse determination that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters). There are no labor controversies pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any applicable Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, or (iii) has received notice of any claim with respect to any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all agreements and other instruments (excluding agreements governing Indebtedness) binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08. Investment Company Status. Neither the Borrower nor any other Loan Party is required to register as an “investment company” as defined in the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Loan Parties and each of its Subsidiaries has filed all Tax returns and reports required to have been filed (taking into account valid extensions) and has paid or caused to be paid all Taxes (including any Taxes payable in the capacity of a withholding agent) required to have been paid by it, except

(a) Taxes that are being contested in good faith by appropriate proceedings (if such contest effectively suspends collection and enforcement of the contested obligation) and for which the Loan Parties or Subsidiary, as applicable, has set aside on its books reserves to the extent required by GAAP or (b) to the extent that the failure to do so could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. There is no current or proposed Tax audit, assessment, deficiency or other claim against any Loan Party or any Subsidiary that would reasonably be expected, individually or in the aggregate to have a Material Adverse Effect.

SECTION 3.10. Solvency. Immediately after the making of each Credit Extension hereunder, the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

SECTION 3.11. Disclosure. Neither the Information Memorandum nor any of the other reports, financial statements, certificates or other written information (excluding any financial projections or pro forma financial information and information of a general economic or general industry nature) furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), when taken as a whole and when taken together with the Borrower's SEC filings at such time, contains as of the date such statement, information, document or certificate was so furnished any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The projections and pro forma financial information contained in the materials referenced above have been prepared in good faith based upon assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information 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.

SECTION 3.12. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.13. Security Interests. The provisions of each Collateral Document are effective to create legal and valid Liens on all the Collateral in respect of which and to the extent such Collateral Document purports to create Liens in favor of the Administrative Agent, for the benefit of the Secured Parties; and upon the proper filing of UCC financing statements and the taking of all other actions to be taken pursuant to the terms of the Collateral Documents, such Liens constitute perfected and continuing Liens on the Collateral, securing the Obligations, enforceable against the applicable Loan Party and all third parties to the extent required by the Collateral Documents.

SECTION 3.14. PATRIOT Act. Each of the Loan Parties and each of their respective Subsidiaries are in compliance, in all material respects, with the Act.

SECTION 3.15. OFAC. None of the Borrower, any Subsidiary nor, to the knowledge of the Borrower, any director or officer of the Borrower or any Subsidiary is subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Borrower will not directly or indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person subject to any U.S. sanctions administered by OFAC.

SECTION 3.16. FCPA. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

SECTION 3.17 Employee Benefit Plans. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect (i) each employee benefit plan (within the meaning of Section 3(3) of ERISA), established or maintained by the Borrower or any of its Subsidiaries, is in compliance with all applicable Laws and (ii) no ERISA Event has occurred or is reasonably expected to occur.

ARTICLE IV

Conditions

SECTION 4.01. Initial Credit Events. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit on the Closing Date were subject to each of the following conditions being satisfied on or prior to the Closing Date:

(a) The Administrative Agent (or its counsel) shall have received from (i) each party hereto either (A) a counterpart of the Original Credit Agreement signed on behalf of such party or (B) written evidence reasonably satisfactory to the Administrative Agent (which may include telecopy or electronic mail transmission in accordance with Section 9.01) that such party has signed a counterpart of the Original Credit Agreement;

(b) The Administrative Agent (or its counsel) shall have received from each initial Guarantor either (A) a counterpart of the Guarantee Agreement signed on behalf of such Loan Party or (B) written evidence reasonably satisfactory to the Administrative Agent (which may include telecopy or electronic mail transmission in accordance with Section 9.01 of a signed signature page of the Guarantee Agreement) that such party has signed a counterpart of the Guarantee Agreement, together with:

(i) a duly completed Perfection Certificate signed by the Borrower;

(ii) Uniform Commercial Code financing statements naming each Loan Party as debtor and the Administrative Agent as secured party; and

(iii) the (a) U.S. Pledge Agreement, duly executed and delivered by the Borrower, the Subsidiaries specified therein and the Administrative Agent, together with any certificates identified therein accompanied by undated stock powers executed in blank, (b) the Luxembourg Equity Pledge Agreement, executed and delivered by the Borrower, (c) the Luxembourg PEC Pledge Agreement, executed and delivered by the Borrower, and (d) the Barbados Charge over Shares, duly executed and delivered by Borrrower. In addition, the Borrower shall have taken such other action as the Administrative Agent shall have reasonably requested in order to perfect the security interests created pursuant to the Foreign Pledge Agreements.

(c) The Administrative Agent shall have received the executed legal opinions of (i) Nixon Peabody LLP, U.S. counsel to the Borrower in form reasonably satisfactory to the Administrative Agent, (ii) Clifford Chance LLP, Luxembourg counsel to the Borrower in form reasonably satisfactory to the Administrative Agent, and (iii) Haridyal, Barbados counsel to the Borrower in form reasonably satisfactory to the Administrative Agent;

(d) The Administrative Agent shall have received such customary closing documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the initial Loan Parties, the authorization of the Transactions and any other legal matters relating to such Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel;

(e) The Administrative Agent shall have received evidence reasonably satisfactory to it that substantially concurrently with the making of the initial Loans hereunder, all Indebtedness under the Existing Credit Agreement, except for Existing Letters of Credit under the Existing Credit Agreement, and all other amounts payable hereunder have been paid in full, all commitments to extend credit thereunder shall have terminated, and all Liens securing obligations thereunder shall have been released;

(f) The Administrative Agent shall have received a certificate attesting to the Solvency of the Borrower and its Subsidiaries (taken as a whole) on the Closing Date after giving effect to the Transactions, from a Financial Officer of the Borrower;

(g) The Administrative Agent shall have received copies of a recent Lien and judgment search in each jurisdiction reasonably requested by the Administrative Agent with respect to the Loan Parties;

(h) The Lenders shall have received on or prior to the Closing Date all documentation and other information reasonably requested in writing delivered to the Administrative Agent by them at least five business days prior to the Closing Date in order to allow the Lenders to comply with the Act;

(i) The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder;

(j) The Administrative Agent shall have received Notes executed by the Borrower in favor of each Lender requesting Notes at least five Business Days prior to the Closing Date;

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

(l) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied; and

(m) The Administrative Agent shall have received such other assurances, certificates, documents, consents or opinions as the Administrative Agent reasonably may require.

SECTION 4.02. Subsequent Credit Events. The obligation of each Lender to make a Loan (other than the Term A-2 Loans) on the occasion of any Borrowing (but not a conversion or continuation of Loans), and of the Issuing Banks to issue, amend, renew or extend any Letter of Credit, in each case, following the Closing Date is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrower set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (except to the extent that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except where any representation and warranty is expressly made as of a specific earlier date, such representation and warranty shall be true in all material respects as of any such earlier date.

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

Each Borrowing (other than a Borrowing of Term A-2 Loans) and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in clauses (a) and (b) of this Section 4.02.

SECTION 4.03. Conditions to the Term A-2 Closing Date. The obligations of the Term A-2 Lenders to make their Term A-2 Loans on the Term A-2 Closing Date are subject to each of the following conditions being satisfied on or prior to the Term A-2 Closing Date:

(a) The Acquisition Agreement (including the exhibits thereto) shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented to in any manner that is materially adverse to the Term A-2 Lenders without the prior written consent of the Term A-2 Lenders (it being understood that any decrease in the consideration paid in connection with the Acquisition shall be deemed to be materially adverse to the Term A-2 Lenders). The Acquisition shall have been, or shall concurrently with the funding of the Loans be, consummated in accordance with the terms of the Acquisition Agreement;

(b) The representations and warranties of the Borrower set forth in the first sentence of Section 3.01, Section 3.02 (solely as it relates to the execution, delivery and performance of the Loan Documents), Section 3.03 (a) and (b) (solely as they relate to the execution, delivery and performance of the Loan Documents), 3.08, 3.10, 3.12 and 3.14 of this Agreement shall be true and correct in all material respects (except to the extent that any representation and warranty that is qualified by materiality shall be true and correct in all respects), except where any representation and warranty is expressly made as of a specific earlier date, such representation and warranty shall be true in all material respects as of any such earlier date;

(b) The Administrative Agent shall have received a certificate attesting to the Solvency of the Borrower and its Subsidiaries (taken as a whole) on the Term A-2 Closing Date after giving effect to the Acquisition, the funding of the Term A-2 Loans and the related transactions , dated as of the Term A-2 Closing Date (and substantially in the form of the certificate delivered in connection with the Original Credit Agreement with appropriate modifications to reflect the transactions to occur on the Term A-2 Closing Date) and executed by a Financial Officer of the Borrower;

(c) The Term A-2 Lenders shall have received on or prior to the Term A-2 Closing Date all documentation and other information reasonably requested in writing delivered to the Administrative Agent by them at least five Business Days prior to the Term A-2 Closing Date in order to allow the Term A-2 Lenders to comply with the Act;

(d) The Administrative Agent and the Term A-2 Arrangers shall have received all fees and other amounts due and payable on or prior to the Term A-2 Closing Date as separately agreed in writing among the Borrower, the Administrative Agent and the Term A-2 Arrangers;

(e) The Administrative Agent shall have received Notes executed by the Borrower in favor of each Term A-2 Lender requesting a Note at least five Business Days prior to the Term A-2 Closing Date;

(f) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Section 4.03(a) and (b) have been satisfied; and

(g) The Borrower shall have delivered to the Administrative Agent a Borrowing Request with respect to the Term A-2 Loans in accordance with Section 2.03.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated or been cash collateralized on terms satisfactory to the Issuing Bank and all L/C Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent (who shall promptly furnish a copy to each Lender):

(a) as soon as available, but in any event within one hundred (100) days after the end of each fiscal year of the Borrower (or, if earlier, the 10th day after such financial statements are required to be filed with the SEC), commencing with the fiscal year ending February 28, 2013, the audited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by KPMG LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial position and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP;

(b) as soon as available, but in any event within fifty-five (55) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (or, if earlier, the 10th day after such financial statements are required to be filed with the SEC), commencing with the fiscal quarter ending May 31, 2012, the unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries and related statements of operations and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial position and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or, except in the case of subclause (ii) below, (b) above, (i) a certificate substantially in the form of Exhibit G executed by a Financial Officer of the Borrower (x) certifying as to whether, to the knowledge of such Financial Officer after reasonable inquiry, a Default has occurred and is continuing and, if so, specifying the details thereof and any action taken or proposed to be taken with respect thereto; (y) in the case of any such certificate delivered for any fiscal period ending on or after May 31, 2012, setting forth reasonably detailed calculations demonstrating compliance with Section 6.09 and (z) setting forth a reasonably detailed calculation of the Consolidated Leverage Ratio as of the last day of the period covered by such financial statements; and (ii) (x) a Perfection Certificate Supplement or a certificate of a Financial Officer of the Borrower stating that there has been no change in the information set forth in the last Perfection Certificate or Perfection Certificate Supplement, as the case may be, most recently delivered to the Administrative Agent, and (y) a certificate of a Financial Officer stating that the Borrower has complied with Section 5.09;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any failure to comply with Section 6.09 (which certificate may be limited to the extent required by accounting rules or guidelines or by such accounting firm's professional standards and customs of the profession);

(e) promptly after the same become publicly available, copies of all annual, quarterly and current reports and proxy statements filed by the Borrower or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request.

Financial statements and other information required to be delivered pursuant to Sections 5.01(a), 5.01(b) and 5.01(e) shall be deemed to have been delivered if such statements and information shall have been posted by the Borrower on its website or shall have been posted on IntraLinks or similar site to which all of the Lenders have been granted access or are publicly available on the SEC's website pursuant to the EDGAR system.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the Issuing Banks materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on SyndTrak or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the Issuing Banks and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.12); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC."

SECTION 5.02. Notice of Material Events. The Borrower will furnish to the Administrative Agent (for prompt notification to each Lender) prompt (but in any event within five (5) Business Days) written notice after any Financial Officer of the Borrower obtains knowledge of the following:

(a) the occurrence of any continuing Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Subsidiary thereof that could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect; and

(d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect (i) its legal existence, and (ii) the rights, licenses, permits, privileges and franchises material to the conduct of its business, except, in the case of the preceding clause (ii), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any transaction permitted under Section 6.03 or 6.10.

SECTION 5.04. Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) to, pay its obligations (other than Indebtedness), including Taxes (whether or not shown on a Tax return), before the same shall become delinquent or in default, except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings diligently conducted (if such contest effectively suspends collection and enforcement of the obligation (or Tax) in question) and (ii) the Loan Party or Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP or (b) the failure to make payment could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) to, (a) keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted and casualty or condemnation excepted, except if the failure to do so could not reasonably be expected to have a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies or through self-insurance, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 5.06. Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent (at their sole cost and expense except during the occurrence and continuance of an Event of Default) or, during the continuance of an Event of Default, any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its senior officers and use commercially reasonable efforts to make its independent accountants available to discuss the affairs, finances and condition of the Borrower, all at such reasonable times and as often as reasonably requested and in all cases subject to applicable Law and the terms of applicable confidentiality agreements; provided that (i) the Lenders will conduct such requests for visits and inspections through the Administrative Agent and (ii) unless an Event of Default has occurred and is continuing, such visits and inspections can occur no more frequently than once per year. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent accountants.

SECTION 5.07. Compliance with Laws; Compliance with Agreements. The Borrower will, and will cause each of its Subsidiaries to, (i) comply in all material respects with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws) and (ii) perform in all material respects its obligations under material agreements (other than in respect of Indebtedness) to which it is a party, in each case except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08. Use of Proceeds and Letters of Credit. The proceeds of the Term A Loans and Term A-1 Loans will be used to finance the Transactions, to pay related fees, costs, and expenses, and for general corporate purposes of the Borrower and its Subsidiaries. The proceeds of the Term A-2 Loans will be used to finance the Acquisition and to pay related fees, costs and expenses. The proceeds of Loans and other Credit Events made following the Closing Date will be used to finance the working capital needs, and for general corporate purposes (including refinancing of existing Indebtedness, acquisitions and other investments), of the Borrower and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 5.09. Further Assurances; Additional Security and Guarantees.

(a) The Borrower shall, and shall cause each applicable Subsidiary to, at the Borrower's expense, comply with the requirements of the Collateral Documents and take all action reasonably requested by the Administrative Agent to carry out more effectively the purposes of the Collateral Documents (including, without limitation, any such action reasonably requested by the Administrative Agent in connection with the delivery by the Borrower of any Perfection Certificate Supplement).

(b) Following the Closing Date, upon the formation or acquisition of any Specified Domestic Subsidiary by the Borrower or any Subsidiary or upon any Subsidiary becoming a Specified Domestic Subsidiary, the Borrower shall within thirty (30) days after such formation or acquisition or such time as any Subsidiary becomes a Specified Domestic Subsidiary or such longer period as may be reasonably acceptable to the Administrative Agent:

(i) cause such Specified Domestic Subsidiary to deliver a Perfection Certificate Supplement to the Administrative Agent;

(ii) cause such Specified Domestic Subsidiary to execute a joinder to the Guarantee Agreement and the U.S. Pledge Agreement;

(iii) cause all intercompany notes (other than Excluded Intercompany Notes) owing from any Foreign Subsidiary or Foreign Holding Company to such Specified Domestic Subsidiary to be delivered to the Administrative Agent together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Specified Domestic Subsidiary;

(iv) cause all certificates representing Equity Interests held of record by such Specified Domestic Subsidiary (other than Excluded Equity Interests) to be delivered to the Administrative Agent, together with appropriately completed stock powers or other instruments of transfer executed in blank by a duly authorized officer of such Specified Domestic Subsidiary; provided that in the case of Equity Interests of a Foreign Subsidiary that are also pledged pursuant to a Foreign Pledge Agreement, such certificates and stock powers shall only be required to be delivered to the Administrative Agent to the extent required pursuant to such Foreign Pledge Agreement; and

(v) if requested by the Administrative Agent, deliver a customary opinion of counsel to the Borrower with respect to the guarantee and security provided by such Specified Domestic Subsidiary.

(c) If, following the Closing Date, any Loan Party shall:

(i) acquire any Equity Interests of any Subsidiary (other than Excluded Equity Interests), such Loan Party shall (within thirty (30) days after such acquisition or such longer period as may be reasonably acceptable to the Administrative Agent) cause such Equity Interests to be delivered to the Administrative Agent together with appropriately completed stock powers or other instruments of transfer executed in blank by a duly authorized officer of such Loan Party; provided that in the case of Equity Interests of a Foreign Subsidiary that are also pledged pursuant to a Foreign Pledge Agreement, such certificates and stock powers shall only be required to be delivered to the Administrative Agent to the extent required pursuant to such Foreign Pledge Agreement; or

(ii) acquire any intercompany note (other than Excluded Intercompany Notes) owing from any Foreign Subsidiary or Foreign Holding Company to such Loan Party, such Loan Party shall (within thirty (30) days after such acquisition or such longer period as may be reasonably acceptable to the Administrative Agent) deliver such intercompany note to the Administrative Agent together with an appropriately completed instrument of transfer executed and delivered in blank by a duly authorized officer of such Loan Party.

(d) If any of the Equity Interests required to be pledged pursuant to Section 5.09(b) or (c) constitute Equity Interests of a Foreign Subsidiary, then, if requested by the Administrative Agent, the Loan Party holding such Equity Interests shall enter into a Foreign Pledge Agreement with respect to such Equity Interests and take such other actions as may be reasonably requested by the Administrative Agent for purposes of ensuring that the Administrative Agent has a valid and perfected security interest therein under the laws of the jurisdiction of organization of the applicable Foreign Subsidiary.

SECTION 5.10. CoBank Equity and Security.

(a) So long as CoBank is a Lender hereunder, Borrower will acquire equity in CoBank in such amounts and at such times as CoBank may require in accordance with CoBank's Bylaws and Capital Plan (as each may be amended from time to time), except that the maximum amount of equity that Borrower shall be required pursuant to this sentence to purchase in CoBank in connection with the Loans made by CoBank shall not exceed the maximum amount required by the Bylaws and the Capital Plan on the Closing Date. Borrower acknowledges receipt of a copy of (i) CoBank's most recent annual report, (ii) CoBank's Notice to Prospective Stockholders and (iii) CoBank's Bylaws and Capital Plan, which describe the nature of all of Borrower's equity in CoBank acquired in connection with its patronage loan from CoBank (the "CoBank Equities") as well as capitalization requirements, and agrees to be bound by the terms thereof.

(b) Each party hereto acknowledges that CoBank's Bylaws and Capital Plan (as each may be amended from time to time) shall govern (x) the rights and obligations of the parties with respect to the CoBank Equities and any patronage refunds or other distributions made on account thereof or on account of Borrower's patronage with CoBank, (y) Borrower's eligibility for patronage distributions from CoBank (in the form of CoBank Equities and cash) and (z) patronage distributions, if any, in the event of a sale of a participation interest. CoBank reserves the right to assign or sell participations in all or any part of its Commitments or outstanding Loans hereunder on a non-patronage basis.

(c) Each party hereto acknowledges that CoBank has a statutory first lien pursuant to the Farm Credit Act of 1971 (as amended from time to time) on all CoBank Equities that the Borrower may now own or hereafter acquire, which statutory lien shall be for CoBank's sole and exclusive benefit. The CoBank Equities shall not constitute security for the Obligations due to any other Secured Party. To the extent that any of the Loan Documents create a Lien on the CoBank Equities or on patronage accrued by CoBank for the account of Borrower (including, in each case, proceeds thereof), such Lien shall be for CoBank's sole and exclusive benefit and shall not be subject to pro rata sharing hereunder. Neither the CoBank Equities nor any accrued patronage shall be offset against the Obligations except that, in the event of an Event of Default, CoBank may elect, solely at its discretion, to apply the cash portion of any patronage distribution or retirement of equity to amounts due under this Agreement. Borrower acknowledges that any corresponding tax liability associated with such application is the sole responsibility of Borrower. CoBank shall have no obligation to retire the CoBank Equities upon any Event of Default, Default or any other default by Borrower or any other Loan Party, or at any other time, either for application to the Obligations or otherwise.

ARTICLE VI

Negative Covenants

From the Closing Date until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated or been cash collateralized on terms satisfactory to the Issuing Bank and all L/C Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Borrower will not create, incur, assume or permit to exist, and will not permit any Subsidiary to create, incur, assume or permit to exist, any Indebtedness, except:

(a) Indebtedness created under the Loan Documents;

(b) Indebtedness existing on the Closing Date and, to the extent in excess of $10,000,000 individually or $25,000,000 in the aggregate, set forth in Schedule 6.01 and Permitted Refinancing Indebtedness in respect of Indebtedness permitted by this clause (b) and Guarantees of any such Permitted Refinancing Indebtedness;

(c) Indebtedness of (i) any Loan Party to any other Loan Party, (ii) any Subsidiary that is not a Loan Party to the Borrower or any other Subsidiary, (iii) any Loan Party to any Subsidiary that is not a Loan Party; provided that all such Indebtedness permitted under this subclause (iii) shall be subordinated to the Obligations of the issuer of such Indebtedness;

(d) Guarantees of Indebtedness (i) of any Loan Party by any other Loan Party, (ii) of any Foreign Subsidiary by the Borrower or any other Subsidiary and (iii) of any other Person by the Borrower or any Subsidiary, provided that Guarantees shall be permitted to be incurred pursuant to this subclause (iii) only if at the time such Guarantee is incurred the aggregate principal amount of Indebtedness Guaranteed pursuant to this subclause (iii) at such time (including such newly Guaranteed Indebtedness) would not exceed $75,000,000;

(e) Indebtedness incurred to finance the acquisition, lease, construction, repair, maintenance, replacement, installation or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and any Permitted Refinancing Indebtedness in respect of Indebtedness permitted by this clause (e); provided that (i) such Indebtedness (other than Permitted Refinancing Indebtedness permitted above in this clause (e)) is incurred prior to or within two hundred seventy (270) days after such acquisition or lease or the completion of such construction, repair, maintenance, replacement, installation or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed $200,000,000 at any time outstanding;

(f) Indebtedness in respect of letters of credit (including trade letters of credit), bank guarantees or similar instruments issued or incurred in the ordinary course of business, including in respect of card obligations or any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers, workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(g) Indebtedness incurred pursuant to Permitted Receivables Facilities;

(h) Indebtedness of Foreign Subsidiaries, provided that Indebtedness shall be permitted to be incurred pursuant to this clause (h) only if at the time such Indebtedness is incurred the aggregate principal amount of Indebtedness outstanding pursuant to this clause (h) at such time (including such Indebtedness) would not exceed $600,000,000 (or the spot rate equivalent thereof at the time of incurrence of such Indebtedness in such other currency as reasonably determined by the Borrower);

(i) Indebtedness under Swap Agreements entered into in the ordinary course of business and not for speculative purposes;

(j) Indebtedness in respect of bid, performance, surety, stay, customs, appeal or replevin bonds or performance and completion guarantees and similar obligations issued or incurred in the ordinary course of business, including guarantees or obligations of any Subsidiary with respect to letters of credit, bank guarantees or similar instruments supporting such obligation, in each case, not in connection with Indebtedness for money borrowed;

(k) Indebtedness consisting of bona fide purchase price adjustments, earn-outs, indemnification obligations, obligations under deferred compensation or similar arrangements and similar items incurred in connection with acquisitions and asset sales not prohibited by Section 6.05 or 6.10;

(l) Indebtedness consisting of obligations to make payments to current or former officers, directors and employees, their respective estates, spouses or former spouses with respect to the cancellation, purchase or redemption, or to finance the cancellation, purchase or redemption, of Equity Interests of the Borrower permitted by Section 6.04;

(m) Cash Management Obligations and other Indebtedness in respect of card obligations, netting services, overdraft protections, cash management services and similar arrangements in each case in connection with deposit accounts;

(n) Indebtedness consisting of (x) the financing of insurance premiums with the providers of such insurance or their affiliates or (y) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Indebtedness supported by a Letter of Credit, in a principal amount not to exceed the face amount of such Letter of Credit;

(p) (x) additional Indebtedness of any of the Loan Parties with no required principal payments prior to the date that is 91 days after the Term A Loan Maturity Date (other than pursuant to change of control offers and asset sale proceeds offers that the Borrower determines in good faith to be customary for high yield debt securities and, solely in the case of Escrow Securities, any mandatory redemption provision that is applicable to such Escrow Securities only for so long as they are Escrow Securities) so long as (i) no Event of Default has occurred and is continuing or would arise after giving effect thereto and (ii) on a Pro Forma Basis the Borrower would be in compliance with Section 6.09 as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) and (y) any Permitted Refinancing Indebtedness in respect of Indebtedness permitted by this clause (p);

(q) other Indebtedness of Borrower and its Subsidiaries; provided that Indebtedness shall be permitted to be incurred pursuant to this clause (q) only if at the time such Indebtedness is incurred the aggregate principal amount of Indebtedness outstanding pursuant to this clause (q) at such time (including such Indebtedness) would not exceed $100,000,000;

(r) Indebtedness in the form of Guarantees of Indebtedness of joint ventures; provided that Indebtedness shall be permitted to be incurred pursuant to this clause (r) only if at the time such Indebtedness is incurred the aggregate principal amount of Indebtedness outstanding pursuant to this clause (r) at such time (including such Indebtedness) would not exceed $200,000,000 (or, if on a Pro Forma Basis for such Guarantee, the Consolidated Net Leverage Ratio is less than or equal to 2.50 to 1.0 as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b), $300,000,000);

(s) Indebtedness in respect of judgments, decrees, attachments or awards not constituting an Event of Default under clause (k) of Article VII;

(t) Indebtedness of a Person assumed in connection with a Permitted Acquisition and not created in contemplation thereof and any Permitted Refinancing Indebtedness in respect of such Indebtedness in an aggregate principal amount not to exceed $50,000,000 at any time outstanding pursuant to this clause (t);

(u) Indebtedness in the form of reimbursements owed to officers, directors, consultants and employees;

(v) Indebtedness incurred under industrial revenue bonds or other qualified tax exempt bond financings and Permitted Refinancing Indebtedness in respect thereof in an aggregate principal amount not to exceed $25,000,000 at any time outstanding pursuant to this clause (v); and

(w) endorsements for collection, deposit or negotiation and warranties of products or services, in each case incurred in the ordinary course of business.

Each category of Indebtedness (other than Indebtedness under the Loan Documents which shall at all times be deemed to be outstanding pursuant to clause (a)) set forth above shall be deemed to be cumulative and for purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness (or any portion thereof) at any time meets the criteria of more than one of the categories described above, the Borrower, in its sole discretion, may classify or reclassify (or later divide, classify or reclassify) such item of Indebtedness (or any portion thereof) and shall only be required to include the amount and type of such Indebtedness in one of the above clauses.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any Property now owned or hereafter acquired by it, except:

(a) Permitted Encumbrances;

(b) Liens pursuant to any Loan Document;

(c) any Lien on any Property of the Borrower or any Subsidiary existing on the Closing Date and, to the extent securing obligations in an individual amount in excess of $10,000,000 or an aggregate amount in excess of $25,000,000, set forth in Schedule 6.02 and any modifications, replacements, renewals or extensions thereof; provided that (i) such Lien shall not apply to any other Property of the Borrower or any Subsidiary other than (A) improvements and after-acquired Property that is affixed or incorporated into the Property covered by such Lien or financed by Indebtedness permitted under Section 6.01, and (B) proceeds and products thereof, and (ii) such Lien shall secure only those obligations which it secures on the Closing Date and any Permitted Refinancing Indebtedness in respect thereof;

(d) any Lien existing on any Property prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any Property of any Person that becomes a Subsidiary after the Closing Date prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other Property of the Borrower or any other Subsidiary (other than the proceeds or products thereof and other than improvements and after-acquired property that is affixed or incorporated into the Property covered by such Lien) and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be and Permitted Refinancing Indebtedness in respect thereof;

(e) Liens on fixed or capital assets acquired, leased, constructed, repaired, maintained, replaced, installed or improved by the Borrower or any Subsidiary; provided that (i) such security interests secure Indebtedness permitted by clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby (other than Permitted Refinancing Indebtedness permitted by clause (e) of Section 6.01) are incurred prior to or within two hundred seventy (270) days after such acquisition or lease or the completion of such construction, repair, maintenance or replacement or installation or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, leasing, constructing, repairing, maintaining, replacing, installing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other Property of the Borrower or any Subsidiary except for accessions to such Property, Property financed by such Indebtedness and the proceeds and products thereof; provided further that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender;

(f) rights of setoff and similar arrangements and Liens in respect of Cash Management Obligations and in favor of depository and securities intermediaries to secure obligations owed in respect of card obligations or any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds and fees and similar amounts related to bank accounts or securities accounts (including Liens securing letters of credit, bank guarantees or similar instruments supporting any of the foregoing);

(g) Liens on Receivables and Permitted Receivables Facility Assets securing Indebtedness arising under Permitted Receivables Facilities;

(h) Liens on assets of a Foreign Subsidiary securing Indebtedness of such Subsidiary pursuant to Section 6.01;

(i) Liens (i) on "earnest money" or similar deposits or other cash advances in connection with acquisitions permitted by Section 6.05 or (ii) consisting of an agreement to Dispose of any Property in a Disposition permitted under Section 6.10 including customary rights and restrictions contained in such agreements;

(j) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Borrower or any Subsidiary or (ii) secure any Indebtedness;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business, including Liens encumbering reasonable customary initial deposits and margin deposits;

(m) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any Subsidiary in the ordinary course of business permitted by this Agreement;

(n) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 6.05;

(o) rights of setoff relating to purchase orders and other agreements entered into with customers of the Borrower or any Subsidiary in the ordinary course of business;

(p) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located and other Liens affecting the interest of any landlord (and any underlying landlord) of any real property leased by the Borrower or any Subsidiary;

(q) Liens on equipment owned by the Borrower or any Subsidiary and located on the premises of any supplier and used in the ordinary course of business and not securing Indebtedness;

(r) any restriction or encumbrance with respect to the pledge or transfer of the Equity Interests of a joint venture;

(s) Liens not otherwise permitted by this Section 6.02, provided that a Lien shall be permitted to be incurred pursuant to this clause (s) only if at the time such Lien is incurred the aggregate principal amount of the obligations secured at such time (including such Lien) by Liens outstanding pursuant to this clause (s) would not exceed $50,000,000;

(t) Liens on any Property of (i) any Loan Party in favor of any other Loan Party and (ii) any Subsidiary that is not a Loan Party in favor of the Borrower or any other Subsidiary; and

(u) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(v) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or consignments entered into by the Borrower and its Subsidiaries in the ordinary course of business;

(w) Liens, pledges or deposits made in the ordinary course of business to secure liability to insurance carriers;

(x) Liens securing insurance premiums financing arrangements; provided that such Liens secure only the applicable unpaid insurance premiums and attach only to the proceeds of the applicable insurance policy;

(y) any purchase option or similar right on securities held by the Borrower or any of its Subsidiaries in any joint venture which option or similar right is granted to a third-party who holds securities in such joint venture;

(z) Liens securing obligations owing under and in connection with industrial revenue bonds and other qualified tax exempt financings permitted by Section 6.01(v) and extending only to the properties subject to such financings;

(aa) CoBank's statutory Lien in the CoBank Equities; and

(bb) Liens on cash and cash equivalents deposited with the escrow agent with respect to the Escrow Securities.

SECTION 6.03. Fundamental Changes. The Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing:

(a) any Subsidiary may be merged or consolidated with or into any Person (including another Subsidiary) and any Subsidiary may be liquidated or dissolved or change its legal form, in each case in order to consummate any Investment otherwise permitted by Section 6.05 or Disposition otherwise permitted by Section 6.10;

(b) the Borrower may be consolidated with or merged into any newly formed corporation organized under the laws of the United States or any State thereof solely for changing its jurisdiction of incorporation; provided that simultaneously with such transaction, (x) the Person formed by such consolidation or into which the Borrower is merged shall expressly assume all obligations of the Borrower under the Loan Documents and (y) the Person formed by such consolidation or into which the Borrower is merged shall take all actions as may be required to preserve the enforceability of the Loan Documents and validity and perfection of the Liens of the Collateral Documents;

(c) any Inactive Subsidiary or Immaterial Subsidiary may merge into or consolidate with another Immaterial Subsidiary or Inactive Subsidiary but if the surviving entity becomes a Specified Domestic Subsidiary the Borrower shall comply with Section 5.09; and

(d) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in its best interests and not materially adverse to the Lenders and, if such Subsidiary is a Loan Party, such Loan Party's assets and property are transferred to another Loan Party.

SECTION 6.04. Restricted Payments. The Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except:

(a) The Borrower may declare and pay dividends or other distributions with respect to its Equity Interests payable solely in additional shares of Qualified Equity Interests or options to purchase Qualified Equity Interests;

(b) Subsidiaries may declare and make Restricted Payments with respect to their Equity Interests (including PECs);

(c) the Borrower may make Restricted Payments in respect of any stock appreciation rights, stock options, restricted stock, restricted stock units, performance share units or other stock-based awards, under any stock option plan, incentive plan, compensation plan or other benefit plan for present or former officers, directors, consultants or employees of the Borrower, its Subsidiaries and joint ventures so long as no Default shall have occurred and be continuing or would result therefrom;

(d) so long as no Default has occurred and is continuing, the Borrower may pay cash dividends on its common stock in an amount not to exceed $40,000,000 in any fiscal quarter;

(e) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 6.03 and Section 6.07 (other than Section 6.07(d));

(f) repurchases of Equity Interests in the Borrower or any Subsidiary that occur or are deemed to occur in connection with any stock appreciation rights, stock options, restricted stock, restricted stock units, performance share units or other stock-based awards under any stock option plan, incentive plan, compensation plan or other benefit plan for present or former officers, directors, consultants or employees of the Borrower, its Subsidiaries and joint ventures or repurchases of Equity Interests in the Borrower or any Subsidiary that occur or are deemed to occur upon exercise of stock options or warrants to the extent such Equity Interests represent a portion of the exercise price of such options or warrants;

(g) the Borrower and its Subsidiaries may make Restricted Payments so long as on a Pro Forma Basis (i) no Default has occurred and is continuing, (ii) the Minimum Liquidity Condition is satisfied and (iii) the Consolidated Net Leverage Ratio is no greater than 4.50 to 1.0 as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b);

(h) so long as no Default has occurred and is continuing, the Borrower and its Subsidiaries may make Restricted Payments of up to $1,000,000,000 within 24 months of the Closing Date in respect of Equity Interests of the Borrower;

(i) so long as no Default has occurred and is continuing, the Borrower and its Subsidiaries may make other Restricted Payments of up to $75,000,000;

(j) so long as no Default has occurred and is continuing and on a Pro Forma Basis the Minimum Liquidity Condition is satisfied, the Borrower and its Subsidiaries may make Restricted Payments in an amount not to exceed the Available Amount;

(k) the Borrower may cancel or terminate any warrants, options, stock appreciation rights, restricted stock, restricted stock units, performance share units, other stock-based awards or any other rights to acquire Qualified Equity Interests in exchange for cash or the issuance of any other warrants, options, stock appreciation rights, restricted stock, restricted stock units, performance share units, other stock-based awards or rights to acquire Qualified Equity Interests; and

(l) The prepayment of Escrow Securities solely from any amounts on deposit with the escrow agent for such Escrow Securities pursuant to the redemption provisions thereof.

SECTION 6.05. Investments. The Borrower will not, and will not allow any of its Subsidiaries to make or hold any Investments, except:

(a) Investments by the Borrower or a Subsidiary in cash and Cash Equivalents;

(b) Investments in the Borrower or any Subsidiary and the reclassification or conversion of any such Investments to debt or equity or any combination thereof;

(c) Investments in any joint venture so long as (i) on a Pro Forma Basis (x) the Minimum Liquidity Condition is satisfied and (y) the Borrower is in compliance with the covenants set forth in Section 6.09 as of the date of the most recent balance sheet delivered pursuant to Section 5.01(a) or (b) and (ii) at the time of and immediately after giving effect to such Investment, no Default shall have occurred and be continuing;

(d) Investments by any joint venture;

(e) Permitted Acquisitions;

(f) (i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and (ii) Investments (including debt obligations and Equity Interests) received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business or received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(g) (i) Investments existing or contemplated on the Closing Date and, to the extent in excess of $10,000,000 individually or $25,000,000 in the aggregate, set forth on Schedule 6.05(g) and any modification, replacement, renewal, reinvestment or extension thereof and (ii) Investments existing on the Closing Date by the Borrower or any Subsidiary in the Borrower or any other Subsidiary and any modification, renewal or extension thereof; provided that the amount of the original Investment is not increased except by the terms of such Investment or as otherwise permitted by this Section 6.05;

(h) Investments in Swap Agreements permitted under Section 6.01(i);

(i) Investments in the ordinary course of business in prepaid expenses, negotiable instruments held for collection and lease, utility and worker's compensation, performance and other similar deposits provided to third parties;

(j) Investments in the ordinary course of business consisting of endorsements for collection or deposit;

(k) Investments in the ordinary course of business consisting of the licensing or contribution of intellectual property pursuant to development, marketing or manufacturing agreements or arrangements or similar agreements or arrangements with other Persons;

(l) advances of payroll payments, fees or other compensation to officers, directors, consultants or employees, in the ordinary course of business;

(m) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of the Borrower;

(n) so long as no Default has occurred and is continuing and on a Pro Forma Basis the Minimum Liquidity Condition is satisfied, the Borrower and its Subsidiaries may make Investments in an amount not to exceed the Available Amount;

(o) the Borrower and its Subsidiaries may make other Investments so long as on a Pro Forma Basis, (i) no Default has occurred and is continuing, (ii) the Minimum Liquidity Condition is satisfied and (iii) the Consolidated Net Leverage Ratio is no greater than 4.50 to 1.0 as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b);

(p) customary Investments in connection with Permitted Receivables Facilities;

(q) other Investments in an aggregate amount not to exceed $100,000,000;

(r) the Borrower and its Subsidiaries may purchase inventory and other Property to be used or sold in the ordinary course of business and make capital expenditures;

(s) loans or advances to officers, directors, consultants and employees of the Borrower and its Subsidiaries for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes and in connection with such Person's purchase of Equity Interests of the Borrower;

(t) Investments held by a Subsidiary acquired after the Closing Date or of a corporation merged into the Borrower or merged or consolidated with any Subsidiary after the Closing Date that were not made in contemplation of such acquisition or merger;

(u) the CoBank Equities and any other stock or securities of, or Investments in, CoBank or its investment services or programs; and

(v) the transfer of Equity Interests of Schenley Distilleries Inc. to the Borrower or any Subsidiary of the Borrower.

SECTION 6.06. Prepayments of Specified Indebtedness.

The Borrower will not, and will not permit any of its Subsidiaries to, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled principal and interest shall be permitted) any Specified Indebtedness or make any payment in violation of any subordination terms of any Specified Indebtedness, except:

(a) refinancing of Specified Indebtedness in exchange for or with the Net Cash Proceeds of any Permitted Refinancing Indebtedness in respect thereof or in exchange for Qualified Equity Interests;

(b) so long as no Event of Default has occurred and is continuing, the payments in respect of Specified Indebtedness owed to the Borrower or any Subsidiary;

(c) so long as no Default has occurred and is continuing and on a Pro Forma Basis the Minimum Liquidity Condition is satisfied, the Borrower and its Subsidiaries may make payments in respect of Specified Indebtedness in an amount not to exceed the Available Amount;

(d) the Borrower and its Subsidiaries may make other prepayments of Specified Indebtedness so long as on a Pro Forma Basis (i) no Default has occurred and is continuing, (ii) the Minimum Liquidity Condition is satisfied and (iii) the Consolidated Net Leverage Ratio is no greater than 4.50 to 1.0 as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b);

(e) the prepayment of Escrow Securities solely from any amounts on deposit with the escrow agent for such Escrow Securities pursuant to the redemption provisions thereof; and

(f) the prepayment of Bridge B Loans.

SECTION 6.07. Transactions with Affiliates. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any Property to, or purchase, lease or otherwise acquire any Property from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(a) transactions at prices and on terms and conditions substantially as favorable to the Borrower or such Subsidiary (in the good faith determination of the Borrower) as could reasonably be obtained on an arm's-length basis from unrelated third parties;

(b) transactions between or among the Borrower and its Subsidiaries and any entity that becomes a Subsidiary as a result of such transaction so long as such transaction does not involve any other Affiliate;

(c) the payment of customary compensation and benefits and reimbursements of out-of-pocket costs to, and the provision of indemnity on behalf of, directors, officers, consultants and employees of the Borrower or any Subsidiary and employment, incentive, benefit, consulting and severance arrangements entered into in the ordinary course of business with officers, directors, consultants and employees of the Borrower or its Subsidiaries; provided that during any period that the Borrower is a public company regulated by, and required to file regular periodic reports with, the SEC, any compensation paid to any director or executive officer of the Borrower or any Subsidiary which has been specifically approved by the Board of Directors of the Borrower (or by the Human Resources Committee of the Board of Directors of the Borrower or other committee responsible for such approval) during such period will be deemed to be reasonable for purposes of this clause (c);

(d) Restricted Payments permitted under Section 6.04;

(e) the issuance of Qualified Equity Interests of the Borrower and the granting of registration or other customary rights in connection therewith;

(f) transactions with joint ventures that are Affiliates solely as a result of the Borrower's or a Subsidiary's Control over such joint venture;

(g) transactions with landlords, customers, clients, suppliers, joint venture partners or purchasers or sellers of goods and services, in each case in the ordinary course of business;

(h) split-dollar life insurance agreements with Affiliates, so long as the aggregate amount of premiums payable by the Borrower during any fiscal year pursuant to such agreements shall not exceed $2,000,000 in the aggregate;

(i) loans and advances to officers, directors, consultants and employees in the ordinary course of business; and

(j) transactions effected as part of a Permitted Receivables Facility with a Receivables Entity.

SECTION 6.08. Restrictive Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Subsidiary that is not a Guarantor to pay dividends or other distributions with respect to holders of its Equity Interests; provided that the foregoing shall not apply to (i) prohibitions, restrictions and conditions imposed by law or by this Agreement and any Permitted Refinancing Indebtedness

in respect thereof, (ii) prohibitions, restrictions and conditions existing on the Closing Date (or any extension, refinancing, replacement or renewal thereof or any amendment or modification thereto that is not, taken as a whole, materially more restrictive (in the good faith determination of the Borrower) than any such restriction or condition), including, but not limited to prohibitions, restrictions and conditions imposed by the Existing Senior Notes and any Permitted Refinancing Indebtedness incurred with respect thereto, (iii) prohibitions, restrictions and conditions arising in connection with any Disposition permitted by Section 6.10 with respect to the Property subject to such Disposition, (iv) customary prohibitions, restrictions and conditions contained in agreements relating to a Permitted Receivables Facility, (v) agreements or arrangements binding on a Subsidiary at the time such Subsidiary becomes a Subsidiary of the Borrower or any permitted extension, refinancing, replacement or renewal of, or any amendment or modification to, any such agreement or arrangement so long as any such extension, refinancing, renewal, amendment or modification is not, take as a whole, materially more restrictive (in the good faith determination of the Borrower) than such agreement or arrangement, (vi) prohibitions, restrictions and conditions set forth in Indebtedness of a Subsidiary that is not a Loan Party which is permitted by this Agreement, (vii) restrictions in joint venture agreements and other similar agreements or arrangements applicable to joint ventures, (viii) prohibitions, restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such prohibitions, restrictions or conditions apply only to the Subsidiaries incurring or Guaranteeing such Indebtedness, (ix) customary provisions in leases, subleases, licenses, sublicenses or permits so long as such prohibitions, restrictions or conditions relate only to the property subject thereto, (x) customary provisions in leases restricting the assignment or subletting thereof, (xi) customary provisions restricting assignment or transfer of any contract entered into in the ordinary course of business or otherwise permitted hereunder, (xii) prohibitions, restrictions or conditions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, (xiii) prohibitions, restrictions or conditions imposed by a Lien permitted by Section 6.02 with respect to the transfer of the Property subject thereto, (xiv) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business, (xv) any limitation or prohibition on the disposition or distribution of assets or property in asset sale agreements, stock sale agreements and other similar agreements, which limitation or prohibition is applicable only to the assets that are the subject of such agreements and (xvi) prohibitions, restrictions or conditions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

SECTION 6.09. Financial Covenants.

(a) The Borrower will not permit the Consolidated Interest Coverage Ratio for any Test Period ending after the Closing Date to be less than 2.50 to 1.0.

(b) The Borrower will not permit the Consolidated Net Leverage Ratio as of the last day of any Test Period ending after the Closing Date to be greater than 5.50 to 1.0.

SECTION 6.10. Dispositions. The Borrower will not, and will not permit any Subsidiary to, make any Disposition, except:

(a) Dispositions of obsolete or worn out Property and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and the Subsidiaries, in each case, in the ordinary course of business;

(b) Dispositions of inventory and immaterial assets, in each case, in the ordinary course of business;

(c) 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;

(d) Dispositions of Property to the Borrower or to a Subsidiary;

(e) (i) Dispositions permitted by Sections 6.04 and 6.05 and (ii) Liens permitted by Section 6.02 and (iii) Dispositions of Receivables and Permitted Receivables Related Assets in connection with Permitted Receivables Facilities;

(f) Dispositions of cash and Cash Equivalents;

(g) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(h) leases, subleases, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Subsidiaries;

(i) transfers of Property to the extent subject to Casualty Events;

(j) Dispositions of other Property by the Borrower and its Subsidiaries with an aggregate fair market value (as determined in good faith by the Borrower) for all such Dispositions in any fiscal year not to exceed 15% of the Consolidated Tangible Assets as at the last day of the immediately preceding fiscal year with unused amounts from any fiscal year being available for additional Dispositions in the next succeeding fiscal year only (it being understood that any Disposition in any fiscal year pursuant to this clause (j) shall be deemed first to have utilized any amount carried forward from any prior year before being applied to the 15% limitation referred to above for such fiscal year);

(k) Dispositions of Investments in, and issuances of any Equity Interests in, joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(l) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in its best interests and not materially adverse to the Lenders and, if such Subsidiary is a Loan Party, such Loan Party's assets and property are transferred to another Loan Party; and

(m) sale and leasebacks of properties acquired following the Closing Date within 180 days of the acquisition thereof;

provided that for the purpose of making all calculations under Section 6.10(j), the Borrower shall use the fair market value of such Property at the time of such Disposition in the good faith determination of the Borrower.

ARTICLE VII

Events of Default

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

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document required to be delivered in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03(i) or Article VI;

(e) any Loan Party, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof from the Administrative Agent or the Required Lenders to the Borrower;

(f) the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, or if a grace period shall be applicable to such payment under the agreement or instrument under which such Indebtedness was created, beyond such applicable grace period;

(g) the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) shall default in the performance of any obligation in respect of any Material Indebtedness or any "change of control" (or equivalent term) shall occur with respect to any Material Indebtedness, in each case, that results in such Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both, but after giving effect to any applicable grace period) the holder or holders of such Material Indebtedness or any trustee or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity (other than solely in Qualified Equity Interests); provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness or as a result of a casualty event affecting such property or assets;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of any proceeding or petition described in clause (h) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any corporate action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) shall become generally unable, admit in writing its inability generally or fail generally to pay its debts as they become due;

(k) one or more final, non-appealable judgments for the payment of money in an aggregate amount in excess of $50,000,000 (to the extent due and payable and not covered by insurance as to which the relevant insurance company has not denied coverage) shall be rendered against the Borrower, any Subsidiary (other than an Immaterial Subsidiary or Inactive Subsidiary) or any combination thereof and the same shall remain unpaid or undischarged for a period of thirty (30) consecutive days during which execution shall not be paid, bonded or effectively stayed;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect or in the imposition of a Lien or security interest on any assets of the Borrower or any Subsidiary under Sections 436(f) or 430(k) of the Code or under Section 4068 of ERISA;

(m) a Change in Control shall occur;

(n) any material provision of any Collateral Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 6.03 or 6.10) or as a result of acts or omissions by the Administrative Agent or any Lender or the satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any provision of any Collateral Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Collateral Document (other than as a result of repayment in full of the Obligations and termination of the Commitments), or purports in writing to revoke or rescind any Collateral Document, in each case with respect to a material portion of the Collateral purported to be covered by the Collateral Documents; or

(o) the Guarantee Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of a Loan Party shall so assert,

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments (other than the Term A-2 Loan Commitments), and thereupon the Commitments (other than the Term A-2 Loan Commitments) shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

Notwithstanding anything in this Article VII to the contrary, the Term A-2 Loan Commitments may not be terminated pursuant to this Article VII prior to the Term A-2 Closing Date and the funding of the Term A-2 Loans to occur on such date.

ARTICLE VIII

The Administrative Agent

(a) Each of the Lenders and the Issuing Banks hereby irrevocably appoints Bank of America as its agent and authorizes Bank of America to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and the other Loan Documents, together with such actions and

powers as are reasonably incidental thereto. Each of the Lenders and the Issuing Banks hereby irrevocably appoints Bank of America as its collateral agent and authorizes Bank of America to take such actions on its behalf and to exercise such powers as are delegated to the collateral agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the collateral agent, the Lenders and the Issuing Bank, and the Borrower shall have no rights as a third party beneficiary of any of such provisions, except as expressly set forth in subparagraph (f) below.

(b) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

(c) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing; (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or by the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and (c) except as expressly set forth herein and in the other Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided herein) or in the absence of its own bad faith, gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default thereof is given to the Administrative Agent by the Borrower, a Lender or the Issuing Bank, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or the Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent

may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(e) The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

(f) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower and (unless an Event of Default under clause (a) or (b), (h) or (i) of Article VII shall have occurred and be continuing) with the consent of the Borrower (which consent of the Borrower shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the Issuing Bank, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the Issuing Bank under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the Issuing Bank directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent. Any resignation by Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as Issuing Bank and Swingline Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank and Swingline Lender, (b) the retiring Issuing Bank and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor Issuing Bank shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring Issuing Bank to effectively assume the obligations of the retiring Issuing Bank with respect to such Letters of Credit. If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition of Defaulting Lender, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person, remove such Person as Administrative Agent, and the Borrower in consultation with the Lenders shall, unless an Event of Default shall have occurred and be continuing, in which case the Required Lenders in consultation with the Borrower shall, appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States; provided that, without the consent of the Borrower (not to be unreasonably withheld), the Required Lenders shall not be permitted to select a successor that is not a U.S. financial institution

described in Treasury Regulation Section 1.1441-1(b)(2)(ii) or a U.S. branch of a foreign bank described in Treasury Regulation Section 1.1441-1(b)(2)(iv)(A). If no such successor shall have been appointed by the Borrower or the Required Lenders, as applicable, and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with notice on the Removal Effective Date.

(g) Each Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(h) To the extent required by any applicable Laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.16, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this clause (h). The agreements in this clause (h) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. For the avoidance of doubt, a "Lender" shall, for purposes of this clause (h), include any Swingline Lender and any Issuing Bank.

(i) The Lenders irrevocably agree:

(i) that any Lien on any Property granted to or held by the Administrative Agent under any Loan Document shall be automatically released (A) upon termination of the Commitments and payment in full of all Obligations (in each case, other than (x) obligations under Secured Hedge Agreements, (y) Cash Management Obligations and (z) contingent reimbursement and indemnification obligations, in each case not yet accrued and payable) and the expiration or termination or cash collateralization of all Letters of Credit (or the making of other arrangements satisfactory to the Administrative Agent and the applicable Issuing Lender in their sole discretion), (B) at the time the Property subject to such Lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document to any Person (other than any transfer to another Loan Party) including to facilitate any transfer of Equity Interests of Schenley Distilleries Inc. or any Foreign Subsidiary to any other Subsidiary that is not a Loan Party (whether directly to any such Subsidiary or through one or more substantially concurrent transfers involving any Loan Party or any other Subsidiary), (C) subject to Section 9.02, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such greater number of Lenders as may be required pursuant to Section 9.02) or (D) if the Property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guarantee under the Guarantee Agreement pursuant to clause (iii) below;

(ii) (A) to release or subordinate any Lien on any Property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(e) and (B) that the Administrative Agent is authorized (but not required) to release or subordinate any Lien on any Property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such Property that is permitted by any other clause of Section 6.02; and

(iii) that any Guarantor shall be automatically released from its obligations under the Guarantee Agreement and Pledge Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder.

Upon request by the Administrative Agent at any time, the Required Lenders (or such greater number of Lenders as may be required pursuant to Section 9.02) will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of Property, or to release any Guarantor from its obligations under the Guarantee Agreement pursuant to this clause (i). In each case as specified in this clause (i), the Administrative Agent will (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guarantee Agreement, in each case in accordance with the terms of the Loan Documents and this clause (i).

Anything herein to the contrary notwithstanding, none of the "arrangers," "bookrunning managers," "co-documentation agents" or "co-syndication agents" listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the Issuing Bank hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, the Administrative Agent, any Issuing Bank or the Swingline Lender, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not

apply to notices to any Lender or any Issuing Bank pursuant to Article II if such Lender or the Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE INFORMATION. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent, any Arranger or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the Issuing Bank or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, the Administrative Agent's or any Arranger's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the Issuing Bank or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, any Issuing Bank and the Swingline Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the Issuing Bank and the Swingline Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Administrative Agent, Issuing Bank and Lenders. The Administrative Agent, each Issuing Bank and the Lenders shall be entitled to rely and act upon any notices (including telephonic Borrowing Requests and Swingline Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Issuing Bank, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower unless due to such Person's gross negligence or willful misconduct. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

SECTION 9.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by clause (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as otherwise set forth in this Agreement or any other Loan Document (with respect to such Loan Document), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided, that no such agreement shall (i) increase the Commitment of any Lender without the written consent of each Lender directly affected thereby, it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default or mandatory prepayment shall not constitute an increase of any Commitment of any Lender, (ii) reduce the principal amount of any Loan or L/C Disbursement or reduce the rate of interest or premium thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby, it being understood that any change to the definition of "Consolidated Leverage Ratio" or in the component definitions thereof shall not constitute a reduction in the rate; provided that only the consent of the Required Lenders shall be necessary to amend Section 2.12(c) or to waive any obligation of the Borrower to pay interest at the rate set forth therein, (iii) postpone the scheduled date of payment of the principal amount of any Loan or L/C Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Term Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, (iv) change Section 2.17(b), (c) or (d) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender directly affected thereby, (v) change any of the provisions of this Section, the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender, (vi) release all or substantially all of the Guarantors from their obligations under the Guarantee Agreement, without the written consent of each Lender or (vii) release all or substantially all of the Collateral from the Lien of the Collateral Documents, without the written consent of each Lender provided, that (1) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, any Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, the relevant Issuing Bank or the Swingline Lender, as the case may be and (2) the Administrative Agent and the Borrower may, with the consent of the other but without the consent of any other Person, amend, modify or supplement this Agreement and any other Loan Document to cure any ambiguity, typographical or technical error, defect or inconsistency. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder which does not require the consent of each affected Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of less than all affected Lenders).

Notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of

this Agreement and the other Loan Documents with the Term Loans and Revolving Credit Exposures and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

In addition, notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term Loans of any Class ("Refinanced Term Loans") with a replacement term loan tranche ("Replacement Term Loans") hereunder; provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans, (b) the Applicable Rate for such Replacement Term Loans shall not be higher than the Applicable Rate for such Refinanced Term Loans, (c) the Weighted Average Life to Maturity of such Replacement Term Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term Loans at the time of such refinancing (except to the extent of nominal amortization for periods where amortization has been eliminated as a result of prepayment of the Term Loans) and (d) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans (as determined by the Borrower in good faith), except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Term Loans in effect immediately prior to such refinancing.

SECTION 9.03. Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their Affiliates, including the reasonable and documented fees, charges and disbursements of a single counsel for the Arrangers and the Administrative Agent (and, if necessary, one local counsel in each applicable jurisdiction and regulatory counsel), in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by the relevant Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender (limited to the reasonable and documented fees, charges and disbursements of a single counsel for the Administrative Agent and the Lenders, which counsel shall be selected by the Administrative Agent (and, if necessary, one local counsel in each applicable jurisdiction, regulatory counsel and one additional counsel for the affected parties in the event of a conflict of interest)), in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall indemnify the Administrative Agent, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out-of-pocket expenses, including the reasonable and documented fees, charges and disbursements of a single counsel for the Indemnitees selected by the Administrative Agent (and, if necessary, one local counsel in each applicable jurisdiction and one additional counsel for each affected Indemnitee in the event of a conflict of interest), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) to the extent relating to or arising from any of the foregoing, any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any

of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether brought by a Borrower, its equityholders or any third party; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its officers, directors, employees or Controlling Persons.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent, an Issuing Bank or the Swingline Lender under clause (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the relevant Issuing Bank or the Swingline Lender, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, such Issuing Bank or the Swingline Lender in its capacity as such.

(d) To the extent permitted by applicable law, no party hereto shall assert, and each party hereto hereby waives, any claim against any other party hereto and any Indemnitee on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided, that this clause (d) shall in no way limit the Borrower's indemnification obligations set forth in clauses (a) and (b) of this Section 9.03.

(e) All amounts due under this Section shall be payable not later than 60 days after written demand therefor;provided, however, that an Indemnitee shall promptly refund any amount received under this Section 9.03 to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification rights with respect to such payment pursuant to the express terms of this Section 9.03.

SECTION 9.04. Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Disbursement and in Swingline Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitments of any Class and the Loans at the time owing to it of such Class or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, or $1,000,000, in the case of any assignment in respect of the Term Loans unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (A) apply to the Swingline Lender's rights and obligations in respect of Swingline Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among separate Classes on a non-pro rata basis;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default pursuant to Article VII(a), (b), (h) or (i) has occurred and is continuing at the time of such assignment or (2) such assignment is an assignment of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment or (2) any Term Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of each Issuing Bank (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding);

(D) the consent of the Swingline Lender and the Issuing Bank (such consents not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the Revolving Credit Facility; and

(E) prior to the funding of the Term A-2 Loans, the consent of the Term A-2 Lead Arrangers (such consents not to be unreasonably withheld or delayed) shall be required for any assignment of Term A-2 Loan Commitments.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts and interest thereon of the Loans and L/C Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, 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.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Disbursements and/or Swingline Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders and the Issuing Bank shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 9.02(b)(i) that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 (subject to the requirements and limitations of such Sections and Section 2.18) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Sections 2.17 and 2.18 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts and interest thereon 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 (including the identity of

any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that any loans are in registered form for U.S. federal income tax purposes. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the Participant for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent that the Participant's right to a greater payment results from a Change in Law after the Participant becomes a Participant.

(f) Voting Participants. Notwithstanding anything in this Section 9.04 to the contrary, any Farm Credit Lender that (i) has purchased a participation from any Lender that is a Farm Credit Lender in the minimum amount of $5,000,000 on or after the Closing Date, (ii) is, by written notice to the Borrower and the Administrative Agent (a "Voting Participant Notification"), designated by the selling Lender as being entitled to be accorded the rights of a voting participant hereunder (any Farm Credit Lender so designated being called a "Voting Participant") and (iii) receives the prior written consent of the Borrower and the Administrative Agent to become a Voting Participant, shall be entitled to vote (and the voting rights of the selling Lender shall be correspondingly reduced), on a dollar for dollar basis, as if such Voting Participant were a Lender, on any matter requiring or allowing a Lender to provide or withhold its consent, or to otherwise vote on any proposed action, in each case, in lieu of the vote of the selling Lender; provided, however, that if such Voting Participant has at any time failed to fund any portion of its participation when required to do so and notice of such failure has been delivered by the selling Lender to the Administrative Agent, then until such time as all amounts of its participation required to have been funded have been funded and notice of such funding has been delivered by the selling Lender to the Administrative Agent, such Voting Participant shall not be entitled to exercise its voting rights pursuant to the terms of this clause (f), and the voting rights of the selling Lender shall not be correspondingly reduced by the amount of such Voting Participant's participation. Notwithstanding the foregoing, each Farm Credit Lender designated as a Voting Participant on Schedule 9.04(f) shall be a Voting Participant without delivery of a Voting Participant Notification and without the prior written consent of the Borrower and the Administrative Agent. To be effective, each Voting Participant Notification shall, with respect to any Voting Participant, (A) state the full name of such Voting Participant, as well as all contact information required of an assignee as set forth in Exhibit A, (B) state the dollar amount of the participation purchased and (C) include such other information as may be required by the Administrative Agent. The selling Lender and the Voting Participant shall notify the Administrative Agent and the Borrower within three Business Days of any termination of, or reduction or increase in the amount of, such participation and shall promptly upon request of the Administrative Agent update or confirm there has been no change in the information set forth in Schedule 9.04(f) or delivered in connection with any Voting Participant Notification. The Borrower and the Administrative Agent shall be entitled to conclusively rely on information provided by a Lender identifying itself or its participant as a Farm Credit Bank without verification thereof and may also conclusively rely on the information set forth in Schedule 9.04(f), delivered in connection with any Voting Participant Notification or otherwise furnished pursuant to this clause (f) and, unless and until notified thereof in writing by the selling Lender, may assume that there have been no changes in the identity of Voting Participants, the dollar amount of participations, the contact information of the participants or any other information furnished to the Borrower or the Administrative Agent pursuant to this clause (f). The voting rights hereunder are solely for the benefit of the Voting Participants and shall not inure to any assignee or participant of a Voting Participant.

(g) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note(s), if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Resignation as Issuing Bank or Swingline Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time any Revolving Lender assigns all of its Revolving Commitment and Revolving Loans pursuant to subsection (b) above, such Revolving Lender may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as an Issuing Bank and/or (ii) upon 30 days' notice to the Borrower, resign as Swingline Lender. In the event of any such resignation as Issuing Bank or Swingline Lender, the Borrower shall be entitled to appoint from among the Lenders a successor Issuing Bank or Swingline Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of the resigning Issuing Bank or Swingline Lender. If an Issuing Bank resigns as Issuing Bank, it shall retain all the rights, powers, privileges and duties of the Issuing Bank hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as Issuing Bank and all L/C Disbursement with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.05(c)). If a Swingline Lender resigns as Swingline Lender, it shall retain all the rights of the Swingline Lender provided for hereunder with respect to Swingline Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swingline Loans pursuant to Section 2.04. Upon the appointment of a successor Issuing Bank and/or Swingline Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank or Swingline Lender, as the case may be, and (b) the successor Issuing Bank shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the resigning Issuing Bank to effectively assume the obligations of the resigning Issuing Bank with respect to such Letters of Credit.

SECTION 9.05. Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Event, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding. The provisions of Sections 2.14, 2.15, 2.16 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff.

(a) If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any of and all the Obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

(b) To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the Issuing Bank or any Lender, or the Administrative Agent, the Issuing Bank or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the Issuing Bank or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the Issuing Bank severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders and the Issuing Bank under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York (without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby).

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The foregoing shall not affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement against any other party or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in clause (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Lenders and the Issuing Bank agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and shall have agreed to keep such Information confidential or shall be under a professional obligation to keep such Information confidential, in each case, on terms at least as restrictive as those set forth in this Section), (b) to the extent requested or required by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process provided, that to the extent practicable and permitted by law, the Borrower has been notified prior to such disclosure so that the Borrower may seek, at the Borrower's sole expense, a protective order or other appropriate remedy, (d) to any other party hereto, (e) to the extent reasonably necessary in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.19 or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to a Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the Issuing Bank or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the Issuing Bank on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the Issuing Bank acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

SECTION 9.13. USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower and each other Loan Party,

which information includes the name and address of the Borrower and each other Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower and each other Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

SECTION 9.14. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable Law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.15. No Fiduciary Duty. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and each other Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers, the Co-Documentation Agents and the Co-Syndication Agents are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent, the Arrangers, the Co-Documentation Agents and the Co-Syndication Agents, on the other hand, (B) each of the Borrower and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Arranger, each Co-Documentation Agent, each Co-Syndication Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, any other Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent nor any Arranger, Co-Documentation Agent, Co-Syndication Agent or Lender has any obligation to the Borrower, any other Loan Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers, the Co-Documentation Agents, the Co-Syndication Agents, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent nor any Arranger, Co-Documentation Agent, Co-Syndication Agent or Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and the other Loan Parties hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers, the Co-Documentation Agents, the Co-Syndication Agents and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Schedule 2.01

Commitments and Applicable Percentages

Lender	Revolving Commitment	Applicable Percentage
Bank of America, N.A.	$ 69,821,428.57	8.214285714%
Farm Credit East, ACA	$119,639,097.76	14.075187972%
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch	$ 75,892,857.13	8.928571427%
JPMorgan Chase Bank, N.A.	$ 69,821,428.57	8.214285714%
Barclays Bank PLC	$ 69,821,428.57	8.214285714%
Manufacturers and Traders Trust	$ 45,535,714.29	5.357142858%
Wells Fargo Bank, N.A.	$ 45,535,714.29	5.357142858%
SunTrust Bank	$ 30,357,142.86	3.571428572%
Sumitomo Mitsui Banking Corporation	$ 30,357,142.86	3.571428572%
HSBC Bank USA, National Association	$ 30,357,142.86	3.571428572%
BMO Harris Financing, Inc.	$ 30,357,142.86	3.571428572%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$ 30,357,142.86	3.571428572%
Goldman Sachs Bank USA	$ 21,250,000.00	2.500000000%
Bank of the West	$ 21,250,000.00	2.500000000%
PNC Bank, National Association	$ 21,250,000.00	2.500000000%
TD Bank, N.A.	$ 21,250,000.00	2.500000000%
Branch Banking and Trust Company	$ 15,178,571.43	1.785714286%
Fifth Third Bank	$ 15,178,571.43	1.785714286%
RBS Citizens NA	$ 15,178,571.43	1.785714286%
U.S. Bank National Association	$ 15,178,571.43	1.785714286%
Farm Credit Services of America, PCA	$ 12,941,729.32	1.522556391%
The Bank of Nova Scotia	$ 9,107,142.85	1.071428570%
UBS Loan Finance LLC	$ 9,107,142.85	1.071428570%
WestPac Banking Corporation	$ 9,107,142.85	1.071428570%
First Niagara Bank, N.A.	$ 6,071,428.57	0.714285714%
FirstMerit Bank, N.A.	$ 6,071,428.57	0.714285714%
AgStar Financial Services, PCA	$ 4,026,315.79	0.473684210%
Total	**$850,000,000.00**	**100.000000000%**

Lender	Term A Loan Commitment	Applicable Percentage
Bank of America, N.A.	$ 45,178,571.43	8.214285714%
Farm Credit East, ACA	$ 77,413,533.82	14.075187968%
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch	$ 49,107,142.87	8.928571431%
JPMorgan Chase Bank, N.A.	$ 45,178,571.43	8.214285714%
Barclays Bank PLC	$ 45,178,571.43	8.214285714%
Manufacturers and Traders Trust	$ 29,464,285.71	5.357142857%
Wells Fargo Bank N.A.	$ 29,464,285.71	5.357142857%
SunTrust Bank	$ 19,642,857.14	3.571428571%
Sumitomo Mitsui Banking Corp.	$ 19,642,857.14	3.571428571%
HSBC Bank USA, National Association	$ 19,642,857.14	3.571428571%
BMO Harris Financing, Inc.	$ 19,642,857.14	3.571428571%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$ 19,642,857.14	3.571428571%
Goldman Sachs Bank USA	$ 13,750,000.00	2.500000000%
Bank of the West	$ 13,750,000.00	2.500000000%
PNC Bank National Association	$ 13,750,000.00	2.500000000%
TD Bank, N.A.	$ 13,750,000.00	2.500000000%
Branch Banking and Trust Company	$ 9,821,428.57	1.785714286%
Fifth Third Bank	$ 9,821,428.57	1.785714286%
RBS Citizens NA	$ 9,821,428.57	1.785714286%
U.S. Bank National Association	$ 9,821,428.57	1.785714286%
Farm Credit Services of America, PCA	$ 8,374,060.15	1.522556391%
Scotiabanc Inc.	$ 5,892,857.15	1.071428572%
UBS Loan Finance LLC	$ 5,892,857.15	1.071428572%
WestPac Banking Corporation	$ 5,892,857.15	1.071428572%
First Niagara Bank, N.A.	$ 3,928,571.43	0.714285714%
FirstMerit Bank, N.A.	$ 3,928,571.43	0.714285714%
AgStar Financial Services, PCA	$ 2,605,263.16	0.473684211%
Total	**$550,000,000.00**	**100.000000000%**

Lender	Term A-1 Loan Commitment	Applicable Percentage
Farm Credit East, ACA	$218,947,368.42	87.578947368%
Farm Credit Services of America, PCA	$ 23,684,210.53	9.473684212%
AgStar Financial Services, PCA	$ 7,368,421.05	2.947368420%
Total	**$250,000,000.00**	**100.000000000%**

Lender	Term A-2 Loan Commitment	Applicable Percentage
JPMorgan Chase Bank, N.A.	$ 80,000,000.00	13.913043478%
Bank of America, N.A.	$ 55,000,000.00	9.565217391%
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch	$ 90,000,000.00	15.652173913%
Wells Fargo Bank, N.A.	$ 50,000,000.00	8.695652174%
Barclays Bank PLC	$ 30,000,000.00	5.217391304%
HSBC Bank USA, National Association	$ 25,000,000.00	4.347826087%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$ 25,000,000.00	4.347826087%
Manufacturers and Traders Trust Company	$ 35,000,000.00	6.086956522%
SunTrust Bank	$ 25,000,000.00	4.347826087%
Sumitomo Mitsui Banking Corporation	$ 25,000,000.00	4.347826087%
The Bank of Nova Scotia	$ 18,000,000.00	3.130434783%
TD Bank, N.A.	$ 15,000,000.00	2.608695653%
BMO Harris Financing, Inc.	$ 8,000,000.00	1.391304348%
Goldman Sachs Bank USA	$ 8,000,000.00	1.391304348%
Bank of the West	$ 8,000,000.00	1.391304348%
PNC Bank, National Association	$ 8,000,000.00	1.391304348%
Branch Banking and Trust Company	$ 8,000,000.00	1.391304348%
Fifth Third Bank	$ 8,000,000.00	1.391304348%
U.S. Bank National Association	$ 8,000,000.00	1.391304348%
UBS Loan Finance LLC	$ 8,000,000.00	1.391304348%
FirstMerit Bank, N.A.	$ 8,000,000.00	1.391304348%
American Savings Bank, F.S.B.	$ 5,000,000.00	0.869565217%
Bank of East Asia, New York Branch	$ 5,000,000.00	0.869565217%
E.Sun Commercial Bank, LTD., Los Angeles Branch	$ 5,000,000.00	0.869565217%
Flushing Savings Bank, FSB	$ 5,000,000.00	0.869565217%
Hua Nan Commercial Bank, Ltd. New York Agency	$ 5,000,000.00	0.869565217%
Sumitomo Mitsui Trust Bank Limited	$ 5,000,000.00	0.869565217%
Total	**$575,000,000.00**	**100.000000000%**

Schedule 2.05

Existing Letters of Credit

Company	Beneficiary	L/C#	Issuing Bank
Constellation Brands, Inc.	598 Madison Leasing Corp.	TPTS-315271	JP Morgan Chase Bank, N.A.
Constellation Brands, Inc.	Safety National Casualty Corp.	SBP617587	JP Morgan Chase Bank, N.A.
Constellation Brands, Inc.	Lumbermens Mutual Casualty Company	SBP753788	JP Morgan Chase Bank, N.A.
Constellation Brands, Inc.	Wells Fargo Bank, N.A.	SBP240686	JP Morgan Chase Bank, N.A.
Constellation Brands, Inc.	Zurich Insurance	SBTS643465	JP Morgan Chase Bank, N.A.
Constellation Brands, Inc.	Royal Trust - RCA for Ed Arnold	S18572/70765	The Bank of Nova Scotia
Constellation Brands, Inc.	2725312 Canada Inc. c/o Penreal Advisors Ltd.	S18572/103031	The Bank of Nova Scotia
Constellation Brands, Inc.	ACE American Insurance Company and Indemnity Insurance Company of North America	TFTS-377129	JP Morgan Chase Bank, N.A.

Schedule 3.01

Subsidiaries[1,2,3]

Name	Jurisdiction of Incorporation or Formation	Percentage of issued and outstanding Equity Interests Owned by Borrower and its Subsidiaries	Nature of Issued and Outstanding Interests	Type of Subsidiary
ALCOFI INC.	New York	100% of all Equity interests	N/A	Specified Domestic Subsidiary
Constellation Beers Ltd.	Maryland	100% of all Equity Interests	N/A	Specified Domestic Subsidiary
Constellation Leasing, LLC	New York	100% of all Equity Interests	N/A	Specified Domestic Subsidiary
Constellation Services LLC	Delaware	100% of all Equity Interests	N/A	Specified Domestic Subsidiary
Constellation Wines U.S., Inc.	New York	100% of all Equity Interests	N/A	Specified Domestic Subsidiary
Franciscan Vineyards, Inc.	Delaware	100% of all Equity Interests	N/A	Specified Domestic Subsidiary
Robert Mondavi Investments	California	100% of all Equity Interests	N/A	Specified Domestic Subsidiary

[1] The Borrower has commitments and obligations to issue shares of its capital stock under certain stock option plans, incentive plans, compensation plans, employee stock purchase plans and other stock-based plans, each of which is publicly filed, and options and other rights to acquire shares of capital stock of the Borrower are held by various Persons pursuant to such plans. As set forth in the Borrower's Certificate of Incorporation, as amended, which has been publicly filed, shares of Class B common stock and Class 1 common stock of the Borrower are convertible into shares of Class A common stock of the Borrower.

[2] In certain cases, the registered owner may have preemptive rights in the shares of the Subsidiary.

[3] Constellation Capital LLC and 3112751 Nova Scotia Company are parties to a Subscription Agreement under which Constellation Capital LLC may acquire certain shares of 3112751 Nova Scotia Company.

Name	Jurisdiction of Incorporation or Formation	Percentage of issued and outstanding Equity Interests Owned by Borrower and its Subsidiaries	Nature of Issued and Outstanding Interests	Type of Subsidiary
Spirits Marque One LLC	Delaware	100% of all Equity Interests	N/A	Specified Domestic Subsidiary
Constellation International Holdings Limited	New York	100% of all Equity Interests	N/A	Foreign Holding Company
CWI Holdings LLC	New York	100% of all Equity Interests	N/A	Foreign Holding Company
3112751 Nova Scotia Company	Nova Scotia	100% of all Equity Interests	N/A	
CB International Finance S.a.r.l.	Luxembourg	100% of all Equity Interests	N/A	
CB Nova Scotia ULC	Nova Scotia	100% of all Equity Interests	N/A	
Constellation Canada Limited Partnership	Ontario	100% of all Equity Interests	N/A	
Constellation New Zealand Limited	New Zealand	100% of all Equity Interests	N/A	
Nobilo Holdings	New Zealand	100% of all Equity Interests	N/A	
Ruffino S.r.l.	Italy	100% of all Equity Interests	N/A	
Schenley Distilleries Inc./ Les Distilleries Schenley Inc.	Canada	100% of all Equity Interests	N/A	
Tenimenti Ruffino S.r.l.	Italy	100% of all Equity Interests	N/A	
Vincor International Inc.	Canada	100% of all Equity Interests	N/A	

Name	Jurisdiction of Incorporation or Formation	Percentage of issued and outstanding Equity Interests Owned by Borrower and its Subsidiaries	Nature of Issued and Outstanding Interests	Type of Subsidiary
Vincor (Quebec) Inc.	Quebec	100% of all Equity Interests	N/A	
Constellation Trading Company, Inc.	New York	100% of all Equity Interests	N/A	Immaterial Subsidiary[4]
Inniskillin Wines Inc.	Ontario	100% of all Equity Interests	N/A	Immaterial Subsidiary
Nobilo Vintners Limited	New Zealand	100% of all Equity Interests	N/A	Immaterial Subsidiary
Spagnol's Wine & Beer Making Supplies Ltd.	Canada	100% of all Equity Interests	N/A	Immaterial Subsidiary
The Hogue Cellars, Ltd.	Washington	100% of all Equity Interests	N/A	Immaterial Subsidiary[4]
Vincor International IBC Inc.	Barbados	100% of all Equity Interests	N/A	Immaterial Subsidiary

[4] The Borrower will cause this Subsidiary to become a Guarantor.

Schedule 3.06

Disclosed Matters

None.

Schedule 6.01

Existing Indebtedness

Loan/Financing Agreements

1. Project Financing Agreement, dated as of July 31, 2009, between IBM Credit LLC and Constellation Brands, Inc., as amended from time to time, providing a credit facility in an amount of up to $20,000,000.
2. Phase Two Project Financing Agreement, dated as of December 17, 2010, between IBM Credit LLC and Constellation Brands, Inc., providing a credit facility in an amount of up to $10,000,000.
3. Phase Three Project Financing Agreement, dated as of February 14, 2012, between IBM Credit LLC and Constellation Brands, Inc., providing a credit facility in an amount of up to $10,000,000.
4. Software/Services Financing Agreement, dated as of June 24, 2011, between IBM Credit LLC and Constellation Brands, Inc. for a loan of $324,155.29.
5. Revolving Credit Facility Letter Agreement, dated June 28, 2006, between Rabobank Nederland, Canadian Branch, and Vincor International Inc., as amended from time to time, providing a revolving credit facility in an amount up to C$86,000,000.
6. Revolving Cash Advance Facility, dated November 30, 2009, between Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. and Constellation New Zealand Limited, as amended from time to time, providing a revolving credit facility in an amount up to NZ$40,000,000.
7. Revolving Credit Facility Letter Agreement, dated October 5, 2011, between Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. and Ruffino S.r.l., providing a revolving credit facility in an amount up to €70,000,000.
8. Scotia Connect Online Service Request Wire Payments Addendum dated March 28, 2007 and CAD Overdraft Facility with a maximum available amount of USD 10 million (overdraft line of credit facility).

Indentures

1. Indenture, dated as of August 15, 2006, among the Borrower, as issuer, the guarantors signatory thereto and BNY Midwest Trust Company, as trustee (the 2006 Indenture").
2. Supplemental Indenture No. 1 to the 2006 Indenture, dated as of August 15, 2006, with respect to the 7.25% Senior Notes in the amount of $700,000,000, due in 2016, by and among the Borrower, as issuer, the guarantors named therein and BNY Midwest Trust Company, as trustee.

3. Indenture with respect to the 7.25% Senior Notes in the amount of $700,000,000 due in 2017, dated as of May 14, 2007, among the Borrower, as issuer, the guarantors signatory thereto and The Bank of New York Trust Company, N.A., as trustee.

4. Supplemental Indenture No. 4 to the 2006 Indenture, dated as of December 5, 2007, with respect to the 8⅛% Senior Notes in the amount of $500,000,000 due in 2014, by and among the Borrower, as issuer, the guarantors named therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee.

5. Indenture, dated as of April 17, 2012, among the Borrower, as issuer, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee (the "2012 Indenture").

6. Supplemental Indenture No. 1 to the 2012 Indenture, dated as of April 17, 2012, with respect to the 6% Senior Notes in the amount of $600,000,000, due in 2022, by and among the Borrower, as issuer, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee.

Guarantees

1. Guaranty, dated December 29, 2011, issued by Constellation Brands, Inc., guaranteeing the obligations of Crown Imports LLC under a certain Office Lease (as amended and/or assigned from time to time) between Crown Imports LLC and South Dearborn, LLC.

2. Guarantee, dated October 7, 2008, issued by Robert Mondavi Investments, guaranteeing the obligations of Opus One Winery, LLC under the Bank of America, N.A. Loan Agreement, up to $19,300,000.

3. Guaranty, dated December 9, 2009, issued by Constellation International Holdings Limited, guaranteeing the obligations of Constellation Capital LLC under the 3112751 Nova Scotia Company Subscription Agreement.

4. Constellation Wines U.S., Inc. remains responsible for obligations under the Califland lease, dated on or around April 1, 2007, which Constellation Wines U.S., Inc. assigned to The Wine Group, LLC.

5. Constellation Wines U.S., Inc. remains responsible for obligations under the Can-Am Produce, Inc. lease, dated on or around April 1, 2007, which Constellation Wines U.S., Inc. assigned to The Wine Group, LLC.

Letters of Credit

1. Letter of Credit #99.95 issued by Banco di Brescia for the account of Ruffino and for the benefit of Agenzia delle Dogane – Duty Tax Office.
2. Letter of Credit #393.95 issued by Banco di Brescia for the account of Ruffino and for the benefit of Agenzia delle Dogane – Duty Tax Office.
3. Letter of Credit #1/12670 issued by Banco di Brescia for the account of Ruffino and for the benefit of Agenzia delle Dogane – Duty Tax Office.
4. Letter of Credit #1/37208 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
5. Letter of Credit #1/37209 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
6. Letter of Credit #1/37242 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
7. Letter of Credit #3/37242 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
8. Letter of Credit #2/37242 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
9. Letter of Credit #0029.0745794.09 issued by La Fondiaria – SAI for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
10. Letter of Credit #820-427-3 issued by Banco Popolare di Bergamo for the account of Tenimenti Ruffino and for the benefit of Municipality of Greve in Chianti – Road Works.

Capital Leases[5] (in an aggregate principal amount of $19,835,883.37, as of February 29, 2012)

1. Xerox lease (including Statement of Work, Services and Solutions Agreement and Services & Solutions Order), dated July 15, 2011, between Constellation Brands, Inc. and Xerox Corporation.
2. Pitney Bowes Global Financial Services Lease Agreement, dated June 30, 2011, between Constellation Brands, Inc. and Pitney Bowes.
3. RMAP Master Lease Agreement, dated March 11, 2005, between Constellation Brands, Inc. and Ricoh Corporation.

[5] Including all schedules entered into on or prior to February 29, 2012.

4. Master Equipment Lease Agreement No. 36264, dated as of September 4, 2007, between Constellation Wines U.S., Inc. and Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation) (including, without limitation, Lease Schedule No. 41375-11500-004 and Lease Schedule No. 41375-11500-005).
5. Master Equipment Lease, dated October 6, 2010, between Constellation Wines U.S., Inc. (successor-by-assignment to Constellation Brands, Inc.) and Manufacturers and Traders Trust Company.
6. Master Equipment Lease, dated January 11, 2010, between Constellation Wines U.S., Inc. and Watts Equipment Company.
7. Master Equipment Lease, dated August 8, 2011, between Constellation Wines U.S., Inc. and Farm Credit Leasing Services Corporation.
8. Master Equipment Lease, dated August 15, 2011, between Constellation Wines U.S., Inc. and Wells Fargo Equipment Finance, Inc.
9. Lease, dated February 27, 2004, between Ruffino S.r.l. and Centro Leasing Spa.

Miscellaneous

1. Investments listed on Schedule 6.05(g) that also constitute Indebtedness for purposes of Section 6.01 of this Agreement.
2. Global Commercial Services Account Agreement, dated September 22, 2010, among American Express Travel Related Services Company, Inc. and its Global Related Entities, Constellation Brands, Inc., Crown Imports LLC and certain subsidiaries of Constellation Brands, Inc.

Schedule 6.02

Existing Liens[6]

1. Liens arising under the capital leases set forth on Schedule 6.01 under the heading "Capital Leases".

[6] All operating and synthetic leases of the Borrower and its Subsidiaries have been omitted.

Schedule 6.05(g)

Investments

Joint Ventures

1. Crown Imports LLC (50% owned by Constellation Beers Ltd.).
2. Opus One Winery LLC (50% owned by Robert Mondavi Investments).
3. Wicer, LLC (33.46% owned by Constellation Wines U.S., Inc.)[7]
4. Accolade Wines Holdings Europe Limited (less than 19.9% owned by Constellation International Holdings Limited)[7]
5. Accolade Wines Holdings Australia Pty Ltd ACN 103 359 299 (less than 19.9% owned by CWI Holdings LLC)[7]
6. L.O. Smith AB (9.99% owned by Spirits Marque One LLC)[7]
7. Crew Wine Company LLC (35% owned by CBUS Crew Holdings, Inc.)[7]
8. Valleyfield Vineyard Partnership (60% owned by Nobilo Vintners Limited)[7]
9. Springfield Partnership (24.9% owned by Nobilo Vintners Limited)[7]
10. Kikowhero Partnership (50% owned by Nobilo Vintners Limited)[7]
11. Okanagan Wine Shops Limited (66.7% owned by Vincor International Inc.)[7]
12. Nk'Mip Cellars Inc. (a minority interest is owned by Vincor International Inc.)[7]
13. Okanagan Estate Cellars Ltd. (25% owned by Vincor International Inc.)[7]
14. Brant Oil & Gas Company Limited (57% owned by Vincor International Inc.)[7]
15. Osoyoos Larose Estate Winery Ltd. (50% owned by Vincor International Inc.)[7]

Miscellaneous

1. Indebtedness listed on Schedule 6.01 that also constitutes an Investment for purposes of Section 6.05 of this Agreement.

[7] All ownership percentages are approximate.

Schedule 9.01

Notices

BORROWER:

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: Treasurer
Facsimile: 585-678-7108

with a copy to:

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: General Counsel
Facsimile: 585-678-7119

and

Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Attn: Craig Mills, Esq.
Phone: 617-345-1219
Facsimile: 866-947-1553
Email: cmills@nixonpeabody.com

ADMINISTRATIVE AGENT:

Administrative Agent's Office

(for payments and Borrowing Requests)

James Underwood
Bank of America NA
Mail Code NC1-001-04-39
One Independence Center
101 N Tryon St
Charlotte, NC 28255
Phone: 980-683-2812
Facsimile: 704-548-5646
Email: james.a.underwood@baml.com

Other Notices as Administrative Agent:

Angelo Martorana
Bank of America, N.A.
Mail Code: IL4-135-05-41
135 South LaSalle Street
Chicago, Illinois 60603
Phone: 312-828-7933
Facsimile: 877-206-8415
Email: angelo.m.martorana@baml.com

With a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attention: Corey Wright, Esq
Phone: 212-701-3165
Facsimile: 212-701-3165

and

Colleen M. O'Brien
Bank of America N.A.
Mail code NY7-144-10-03
One East Avenue, 10th Floor
Rochester, NY 14638
Phone: 585-546-9362
Facsimile: 312-453-6274
Email: colleen.m.O'brien@baml.com

ISSUING BANK:

Mary Cooper
Bank of America, N.A.
Mail Code: PA6-580-02-30
One Fleet Way
Scranton, PA 18507
Phone: 570-496-9564
Facsimile: 800-755-8743
Email: mary.j.cooper@baml.com

Lisa McCants
JPMorgan Chase Bank, N.A.
1111 Fannin Street,
Houston, TX 77002
Phone: 713-750-2119
Facsimile: 713-750-2956
Email: lisa.a.mccants@jpmorgan.com

SWINGLINE LENDER:

James Underwood
Bank of America NA
Mail Code NC1-001-04-39
One Independence Center
101 N Tryon St
Charlotte, NC 28255
Phone: 980-683-2812
Facsimile: 704-548-5646
Email: james.a.underwood@baml.com

Schedule 9.04(f)

Voting Participants

Participant	Commitment
AgFirst Farm Credit Bank 4201 Hampton Street Columbia, SC 29201 Steven O'Shea Phone 803-753-2212 soshea@agfirst.com	$43,000,000.00
American AgCredit, FLCA 5560 S. Broadway Eureka, CA 95503 Bill Rodda Phone 707-521-7687 brodda@agloan.com	$18,000,000.00
Badgerland Financial, FLCA 4602 E. Washington Ave. Madison, WI 53707 Larry Coulthard Phone 608-241-5737 larry.coulthard@badgerlandfinancial.com	$11,500,000.00
Farm Credit Bank of Texas 4801 Plaza on the Lake of Drive Austin, TX 78746 Chris Levine Phone 512-465-0607 chris.levine@farmcreditbank.com	$45,000,000.00
Farm Credit Services of Mid-America, FLCA 1601 UPS Drive Louisville, KY 40223 Ralph Bowman Phone 502-420-3918 rbowman@e-farmcredit.com	$43,000,000.00

Farm Credit West, FLCA 3010 W. Main Street Visalia, CA 93291 Ben Madonna Phone 559-738-6174 ben.madonna@farmcreditwest.com	$13,500,000.00
FCS Commercial Finance Group 600 Highway 169 South Suite 850 Minneapolis, MN 55426 Daniel Best Phone 952-428-7942 daniel.best@farmcredit.com	$30,000,000.00
FCS Financial, FLCA Two CityPlace Drive, Suite 385 St. Louis, MO 63141 Sean Unterreiner Phone 314-432-4278 sean.unterreiner@myfcsfinancial.com	$13,500,000.00
1st Farm Credit Services, FLCA 1560 Wall Street, Suite 221 Naperville, IL 60563 Dale Richardson Phone 630-527-6426 drichar@1stfarmcredit.com	$23,000,000.00
Fresno-Madera Production Credit Association 4635 West Spruce Fresno, CA 93794-3069 Robert Herrick Phone 559-276-4887 robert.herrick@fmfarmcredit.com	$9,000,000.00
Frontier Farm Credit, ACA 2627 KFB Plaza Suite 201E Manhattan, KS 66503-8127 Stuart Hays Phone 785-776-6955 stuart.hays@frontierfarmcredit.com	$7,000,000.00

Greenstone Farm Credit Services, FLCA 3515 West Road East Lansing, MI 48823 Jeff Pavlik Phone 517-318-4130 jeff.pavlik@greenstonefcs.com	$14,000,000.00
Northwest Farm Credit Services, FLCA 1700 S. Assembly Street Spokane, WA 99224 Blinn Carstensen Phone 509-340-5555 blinn.carstensen@farm-credit.com	$22,500,000.00
Yosemite Land Bank, ACA 800 W. Monte Vista Avenue Turlock, CA 95382 Walter Gray Phone 209-667-2366 wgg@yosemitefarmcredit.com	$9,000,000.00

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including, without limitation, the Letters of Credit and the Swingline Loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____

2. Assignee[s]: _____

   [for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

3. Borrower: Constellation Brands, Inc.

4. Administrative Agent: Bank of America, N.A., as the administrative agent under the Credit Agreement

5. Credit Agreement: Credit Agreement, dated as of May 3, 2012, among Constellation Brands, Inc., the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swingline Lender and Issuing Bank.

6. Assigned Interest:

Assignor[s]	Assignee[s]	Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment /Loans Assigned	Percentage Assigned of Commitment/ Loans	CUSIP Number
			$	$	%	
			$	$	%	
			$	$	%	

[7. Trade Date:]

Effective Date: , 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

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

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and] Accepted:

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

By: _____
Title:

[Consented to:]

By: _____
Title:

[Consented to:

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:][1]

[1] To be included only if Borrower's consent is requried.

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][[the relevant] Assigned Interest, (ii) [the] [such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 9.04(b)(iii), (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under Section 9.04(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the] [such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.01(a) and (b) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the 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.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby.

FORM OF TERM A NOTE

,

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Term A Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Bank.

The Borrower promises to pay interest on the unpaid principal amount of the Term A Loan made by the Lender from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Term A Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term A Note is also entitled to the benefits of the Guarantee Agreement and the Pledge Agreements and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Term A Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Term A Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term A Note and endorse thereon the date, amount, currency and maturity of its Loans and payments with respect thereto.

The Borrower hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term A Note.

THE ASSIGNMENT OF THIS TERM A NOTE AND ANY RIGHTS WITH RESPECT THERETO IS SUBJECT TO THE PROVISIONS OF THE AGREEMENT INCLUDING THE PROVISIONS GOVERNING THE REGISTER AND THE PARTICIPANT REGISTER.

THIS TERM A NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TERM A NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Currency and Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

FORM OF TERM A-1 NOTE

,

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Term A-1 Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Bank.

The Borrower promises to pay interest on the unpaid principal amount of the Term A-1 Loan made by the Lender from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Term A-1 Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term A-1 Note is also entitled to the benefits of the Guarantee Agreement and the Pledge Agreements and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Term A-1 Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Term A-1 Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term A-1 Note and endorse thereon the date, amount, currency and maturity of its Loans and payments with respect thereto.

The Borrower hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term A-1 Note.

THE ASSIGNMENT OF THIS TERM A-1 NOTE AND ANY RIGHTS WITH RESPECT THERETO IS SUBJECT TO THE PROVISIONS OF THE AGREEMENT INCLUDING THE PROVISIONS GOVERNING THE REGISTER AND THE PARTICIPANT REGISTER.

THIS TERM A-1 NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TERM A-1 NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Currency and Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

FORM OF REVOLVING NOTE

,

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of each Revolving Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Bank.

The Borrower promises to pay interest on the unpaid principal amount of each Revolving Loan from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. Except as otherwise provided in Section 2.04(f) of the Agreement with respect to Swingline Loans, all payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in the currency in which such Loan was denominated in Same Day Funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Revolving Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Revolving Note is also entitled to the benefits of the Guarantee Agreement and the Pledge Agreements and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Revolving Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Revolving Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Revolving Note and endorse thereon the date, amount, currency and maturity of its Revolving Loans and payments with respect thereto.

The Borrower hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Note.

THIS REVOLVING NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS REVOLVING NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Currency and Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

FORM OF TERM A-2 NOTE

,

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Term A-2 Loan from time to time made by the Lender to the Borrower under that certain Credit Agreement, dated as of May 3, 2012, as amended and restated by that certain Amended and Restated Credit Agreement, dated as of August 8, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Bank.

The Borrower promises to pay interest on the unpaid principal amount of the Term A-2 Loan made by the Lender from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Term A-2 Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Term A-2 Note is also entitled to the benefits of the Guarantee Agreement and the Pledge Agreements and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Term A-2 Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The Term A-2 Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term A-2 Note and endorse thereon the date, amount, currency and maturity of its Loans and payments with respect thereto.

The Borrower hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Term A-2 Note.

THE ASSIGNMENT OF THIS TERM A-2 NOTE AND ANY RIGHTS WITH RESPECT THERETO IS SUBJECT TO THE PROVISIONS OF THE AGREEMENT INCLUDING THE PROVISIONS GOVERNING THE REGISTER AND THE PARTICIPANT REGISTER.

THIS TERM A-2 NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TERM A-2 NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Currency and Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

FORM OF GUARANTEE AGREEMENT

[SEE ATTACHED]

GUARANTEE AGREEMENT

made by

THE SUBSIDIARIES OF CONSTELLATION BRANDS, INC. FROM TIME TO TIME
PARTY HERETO

in favor of

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

Dated as of May 3, 2012

TABLE OF CONTENTS

GUARANTEE AGREEMENT

GUARANTEE AGREEMENT, dated as of May 3, 2012, made by each of the signatories identified on the signature pages hereto under the heading "Guarantors" (collectively, and together with any other entity that may become a party hereto as provided herein, the "Guarantors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 3, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONSTELLATION BRANDS, INC. (the "Company"), certain other parties thereto, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Guarantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Guarantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Guarantors shall have executed and delivered this Agreement to the Administrative Agent;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Guarantor hereby agrees with the Administrative Agent:

SECTION 1.
DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Guarantors": the collective reference to each Guarantor.

1.2 Other Definitional Provisions.

(a) The words "hereof," "herein", "hereto" 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 and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2.
GUARANTEE

2.1 Guarantee.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties the prompt and complete payment and performance of the Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents in respect of the Obligations shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any other Secured Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Obligations (other than contingent indemnification and contingent expense reimbursement obligations, Obligations in respect of Secured Hedge Agreements and Cash Management Obligations) of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, the Commitments have been terminated and either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent, notwithstanding that from time to time during the term of the Credit Agreement any Loan Party may be free from any of the Obligations.

(e) Except as provided in Section 4.14, no payment made by any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Secured Party from any of the Guarantors, any other guarantor or any other Person by virtue

of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from such Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Obligations are paid in full, the Commitments have been terminated, and either no Letters of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Secured Parties, and each Guarantor shall remain liable to the Administrative Agent and the Secured Parties for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any other Secured Party, no Guarantor shall seek to enforce any right of subrogation in respect of any of the rights of the Administrative Agent or any other Secured Party against any Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any other Secured Party for the payment of the Obligations, nor shall any Guarantor seek any contribution or reimbursement from any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the other Secured Parties by the Loan Parties on account of the Obligations are paid in full, either no Letter of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine. For the avoidance of doubt, nothing in the foregoing agreement by the Guarantor shall operate as a waiver of any subrogation rights.

2.4 Amendments, etc., with Respect to the Obligations. To the fullest extent permitted by applicable law, each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Obligations made by the Administrative Agent or any other Secured Party may be rescinded by the Administrative Agent or such Secured Party and any of the Obligations continued, and the Obligations, or the liability of any other Person

upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any other Secured Party, and the Credit Agreement and the other Loan Documents, any other documents executed and delivered in connection therewith, any Swap Agreement and any agreement giving rise to Cash Management Obligations may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be, or, solely in the case of any Swap Agreement or any agreement giving rise to Cash Management Obligations, the applicable Hedge Bank or Cash Management Bank) may deem reasonably advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any other Secured Party for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. To the fullest extent permitted by applicable law, each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any other Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and the Guarantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. To the fullest extent permitted by applicable law, each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Guarantors with respect to the Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2, to the fullest extent permitted by applicable law, shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any other Secured Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any other Secured Party, or (c) any other circumstance whatsoever (with or without notice to or knowledge of such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any other Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any Guarantor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any other Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right

of offset, or any release of any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid in Dollars to the Administrative Agent without set-off or counterclaim at the Administrative Agent's Office.

SECTION 3.
REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to make their respective extensions of credit to the Borrower thereunder, each Guarantor hereby represents and warrants to the Administrative Agent and each Lender that:

(a) it is duly organized and in good standing under the laws of the jurisdiction of its organization and has full capacity and right to make and perform its obligations under this Agreement, and all necessary authority has been obtained;

(b) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(c) the making and performance of this Agreement does not and will not violate the provisions of any applicable law, regulation or order, and does not and will not result in the breach of, or constitute a default or require any consent under, any material agreement, instrument, or document to which it is a party or by which it or any of its property may be bound or affected, except to the extent that such violation or default could not reasonably be expected to have a Material Adverse Effect; and

(d) all consents, approvals, licenses and authorizations of, and filings and registrations with, any governmental authority required under applicable law and regulations for the making and performance of this Agreement have been obtained or made and are in full force and effect, except where the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

SECTION 4.
MISCELLANEOUS

4.1 Amendments in Writing . None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.02 of the Credit Agreement.

4.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Guarantor hereunder shall be effected in the manner provided for in Section 9.01 of the Credit Agreement; *provided* that any such notice, request or demand to or upon any Guarantors shall be addressed to such Guarantor c/o Constellation Brands, Inc. at its address provided in Section 9.01 of the Credit Agreement.

4.3 No Waiver by Course of Conduct; Cumulative Remedies; Enforcement.

(a) Neither the Administrative Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 4.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

(b) By its acceptance of the benefits of this Agreement, each Secured Party agrees that this Agreement may be enforced only by the Administrative Agent and that no Secured Party shall have any right individually to enforce or seek to enforce this Agreement.

4.4 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Administrative Agent and the Secured Parties and their permitted successors and assigns; provided that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement except as permitted by the Credit Agreement.

4.5 Set-Off. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Guarantor against any of and all the Obligations of such Guarantor now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

4.6 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4.7 Severability. Any provision of this Agreement which 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.

4.8 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

4.9 Integration. This Agreement and the other Loan Documents represent the agreement of the Guarantors, 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 subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

4.10 **GOVERNING LAW**. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4.11 Submission To Jurisdiction; Waivers. Each Guarantor 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 located in the County of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(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 such Guarantor at its address referred to in Section 4.2 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.

4.12 Acknowledgements. Each Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Guarantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Guarantors, on the one hand, and the Administrative Agent and the Lenders, 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 Guarantors and the Lenders.

4.13 Additional Guarantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 5.09 of the Credit Agreement shall become a Guarantor for all purposes of this Agreement and an Obligor under the U.S. Pledge Agreement upon execution and delivery by such Subsidiary of a Joinder Agreement in the form of Annex 1 hereto.

4.14 Releases.

(a) At such time as the Loans, the amounts owed to any Issuing Bank in respect of Letter of Credit and the other Obligations (other than contingent indemnification and contingent expense reimbursement obligations, Obligations in respect of Secured Hedge Agreements and Cash Management Obligations) shall have been paid in full, the Commitments have been terminated and either no Letters of Credit shall be outstanding or each outstanding Letter of Credit has been cash collateralized so that it is fully secured to the reasonable satisfaction of the Administrative Agent, this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Guarantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party.

(b) Any Guarantor shall be automatically released from its obligations under the circumstances provided in clause (i)(iii) of Article VIII of the Credit Agreement.

4.15 WAIVER OF JURY TRIAL. EACH GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee Agreement to be duly executed and delivered as of the date first above written.

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

By: _____
Title:

GUARANTORS:

ALCOFI INC.
CONSTELLATION LEASING, LLC
CONSTELLATION TRADING COMPANY, INC.
CONSTELLATION WINES U.S., INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
SPIRITS MARQUE ONE LLC
THE HOGUE CELLARS, LTD.

By: _____
Name:
Title:

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: _____
Name:
Title:

[FORM OF JOINDER AGREEMENT]

Annex 1 to
Guarantee Agreement

JOINDER AGREEMENT, dated as of , 201 , made by (the "Additional Pledgor"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee Agreement (as defined below) or the U.S. Pledge Agreement (as defined below), as applicable.

W I T N E S S E T H :

WHEREAS, CONSTELLATION BRANDS, INC. (the "Company"), certain other parties thereto, the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of May 3, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors (other than the Additional Pledgor), as applicable, have entered into (i) the Guarantee Agreement, dated as of May 3, 2012 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement") and (ii) the U.S. Pledge Agreement, dated as of May 3, 2012 (as amended, supplemented or otherwise modified from time to time, the "U.S. Pledge Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Pledgor to become a party to the Guarantee Agreement and the U.S. Pledge Agreement; and

WHEREAS, the Additional Pledgor has agreed to execute and deliver this Joinder Agreement in order to become a party to the Guarantee Agreement and the U.S. Pledge Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee Agreement. By executing and delivering this Joinder Agreement, the Additional Pledgor, as provided in Section 4.13 of the Guarantee Agreement, hereby becomes a party to the Guarantee Agreement as a Guarantor thereunder with the same force and effect as if originally named therein as a Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 3 of the Guarantee Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date (unless stated to relate to a specific earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date).

2. U.S. Pledge Agreement. By executing and delivering this Joinder Agreement, the Additional Pledgor, as provided in Section 4.13 of the Guarantee Agreement and Section 6.10 of the U.S. Pledge Agreement, hereby becomes a party to the U.S. Pledge Agreement as an "Obligor" thereunder with the same force and effect as if originally named therein as an Obligor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of an Obligor thereunder. Without limiting the generality of the foregoing, the Additional Pledgor hereby grants and assigns to the Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in the Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to any applicable law, each Additional Pledgor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Additional Pledgor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under the U.S. Pledge Agreement. Each Additional Pledgor authorizes the Administrative Agent to describe the collateral and indicate that after-acquired assets are covered in such financing statements. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Perfection Certificate (as defined in the Credit Agreement). The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in Section 2 of the U.S. Pledge Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date (unless stated to relate to a specific earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date).

3. **Governing Law. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL PLEDGOR]

By: _____
Name:
Title:

FORM OF U.S. PLEDGE AGREEMENT

[SEE ATTACHED]

PLEDGE AGREEMENT dated as of May 3, 2012 between CONSTELLATION BRANDS, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Borrower"); each of the Subsidiaries of the Borrower identified under the caption "PLEDGORS" on the signature pages hereof (individually, a "Pledgor" and, collectively, the "Pledgors" and, together with the Borrower, the "Obligors"); and BANK OF AMERICA, N.A., as administrative agent for the lenders or other financial institutions or entities party, as lenders, to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

The Borrower, the Lenders party thereto and the Administrative Agent are parties to a Credit Agreement dated as of May 3, 2012 (as modified, amended, amended and restated or supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by making of Loans and issuing Letters of Credit) to be made by the Lenders to the Borrower.

Each of the Obligors (other than the Borrower) and the Administrative Agent are parties to the Guarantee Agreement.

To induce the Lenders and other parties to enter into the Credit Agreement and to make Loans and issue Letters of Credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge, hypothecate and grant a security interest in the Collateral (as hereinafter defined) as security for the Obligations (as defined in the Credit Agreement). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Credit Agreement are used herein as defined therein. In addition, as used herein:

"Collateral" has the meaning assigned to such term in Section 3 hereof.

"Collateral Account" has the meaning assigned to such term in Section 4.01 hereof.

"Equity Collateral" has the meaning assigned to such term in Section 3(c) hereof.

"Intercompany Note" means any promissory note evidencing Indebtedness owed to any Obligor by any Foreign Subsidiaries or Foreign Holding Companies.

"Issuers" means, collectively, (a) the respective corporations and other entities identified beside the names of the Obligor on Annex 1 hereto under the caption "Issuer" and (b) any other entity that shall at any time be a Subsidiary of any of the Obligors with Equity Interests (other than Excluded Equity Interests) held by any Obligor.

"Pledged Foreign Equity Interests" has the meaning assigned to such term in Section 3(b) hereof

"Pledged Equity Interests" has the meaning assigned to such term in Section 3(a) hereof.

"Pledged Interests" has the meaning assigned to such term in Section 3(b) hereof.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions

of law, any or all of the perfection or priority of the Administrative Agent's and the Secured Parties' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

Section 2. Representations and Warranties. Each Obligor represents and warrants to the Lenders and the Administrative Agent that:

(a) Such Obligor is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof and no Lien exists or will exist upon such Collateral at any time, and no right or option to acquire the same exists in favor of any other Person, except for Liens permitted under Section 6.02 of the Credit Agreement (including the pledge and security interest in favor of the Administrative Agent for the benefit of the Secured Parties created or provided for herein, which pledge and security interest shall constitute a first priority perfected pledge and security interest in and to all of such Collateral).

(b) All Pledged Interests are or will be, duly authorized, validly issued and fully paid and non-assessable, and none of such Pledged Interests will be subject to any contractual restriction, or any restriction under the charter, articles of association, by-laws or operating agreement, as the case may be, of the respective Issuer of such Pledged Interests, upon the transfer of such Pledged Interests (except for any such restriction contained herein or in or otherwise permitted by the Credit Agreement).

(c) The Pledged Interests of such Obligor identified in Annex 1 hereto constitute (unless otherwise specified) all of the issued and outstanding shares of capital stock, units, partnership interests or other equity interests or limited liability company interests, as the case may be, of any class of the Issuers held of record by such Obligor on the date hereof and Annex 1 correctly identifies, as at the date hereof, the respective Issuers of such Pledged Interests and the respective class and par value of the shares or units, as the case may be, comprising such Pledged Interests and the respective number of shares or units, as the case may be (and registered owners thereof) represented by each certificate evidencing such Pledged Interests (as applicable).

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each Obligor hereby mortgages, charges, pledges, assigns and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Obligor's right, title and interest in the following property, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located (all being collectively referred to herein as "Collateral"):

(a) the Equity Interests of the Issuers identified in Part A of Annex 1 hereto under the name of such Obligor and all other Equity Interests of any class of any Issuer, now or hereafter owned by such Obligor, together with in each case the certificates evidencing the same, in each case excluding any Excluded Equity Interests (collectively, the "Pledged Equity Interests");

(b) the Equity Interests of the Issuers that are Foreign Subsidiaries or Foreign Holding Companies identified in Part B of Annex 1 hereto under the name of such Obligor, and all other Equity Interests of any class of any Issuer that is a Foreign Subsidiary or a Foreign Holding Company, now or hereafter owned by such Obligor, together with in each case, if applicable, any certificates evidencing the same, in each case excluding any Excluded Equity Interests (the "Pledged Foreign Equity Interests", respectively, and, together with the Pledged Equity Interests, collectively the "Pledged Interests");

(c) all shares, securities, moneys or property representing a dividend or distribution of profits on any of the Pledged Interests, or representing a distribution or return of capital upon or in respect of the Pledged Interests, or resulting from a split up, revision, reclassification or other like change of the Pledged Interests or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Interests, in each case subject to the limitation set forth in the proviso below (the Pledged Equity Interests and Pledged Foreign Equity Interests, collectively together with all other certificates, shares, interests, securities, properties or moneys as may from time to time be pledged hereunder pursuant to clause (a) or (b) above and this clause (c) being herein collectively called the "Equity Collateral");

(d) all Intercompany Notes (other than Excluded Intercompany Notes) owing from any Foreign Subsidiary or Foreign Holding Company;

(e) the balance from time to time in the Collateral Account; and

(f) all proceeds of any of the property of such Obligor described in the preceding clauses (a) through (e) of this Section 3 (including, without limitation, all causes of action, claims and warranties now or hereafter held by any Obligor in respect of any of the items listed above) and, to the extent related to any property described in such clauses or such proceeds, all books, correspondence, credit files, records, invoices and other papers;

provided that, in no event shall the Collateral include any Excluded Equity Interests or Excluded Intercompany Notes.

In addition to the foregoing, the parties acknowledge that certain of the Equity Collateral may also be subject to a Foreign Pledge Agreement. In the event of any conflict between this Agreement and the terms of any Foreign Pledge Agreement with respect to the Equity Collateral subject to such Foreign Pledge Agreement, the terms of such Foreign Pledge Agreement shall control with respect to such Equity Collateral.

Section 4. Cash Proceeds of Collateral.

4.01 Collateral Account. At any time any cash collateral is required to be provided pursuant to the Credit Agreement or after the acceleration of the Obligations under the Credit Agreement pursuant to Article VII of the Credit Agreement, the Administrative Agent shall establish a single, segregated account (the "Collateral Account"), which shall be a "securities account" (as defined in Section 8-501(a) of the Uniform Commercial Code) and in respect of which the Administrative Agent shall be the "entitlement holder" (as defined in Section 8-102(a)(7) of the Uniform Commercial Code), into which there shall be deposited from time to time the cash proceeds of any of the Collateral (including proceeds of insurance thereon) required to be delivered to the Administrative Agent pursuant hereto and into which the Obligors shall deposit such additional amounts as provided in the Credit Agreement with respect to any requirement to provide Cash Collateral thereunder. The balance from time to time in the Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Administrative Agent may in its discretion apply or cause to be applied the balance from time to time standing to the credit of the Collateral Account to the payment of the Obligations in the manner specified in Section 5.08 hereof. The balance from time to time in the Collateral Account shall be

subject to withdrawal only as provided herein (and, with respect to Cash Collateral, as provided in the Credit Agreement). In addition to the foregoing, each Obligor agrees that, at any time after the occurrence and during the continuance of an Event of Default, if the proceeds of any Collateral hereunder shall be received by it, such Obligor shall, upon the request of the Administrative Agent, as promptly as possible deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by the applicable Obligor for and as the property of the Administrative Agent and shall not be commingled with any other funds or property of any Obligor. Other than Cash Collateral (which shall only be returned to the Borrower as provided in the Credit Agreement), amounts in the Cash Collateral Account shall be returned to the Borrower at any time that no Event of Default exists and all Obligations then due and owing have been paid in full.

4.02 Investment of Balance in Collateral Account. Amounts on deposit in the Collateral Account shall be invested from time to time in such Cash Equivalents as the respective Obligor through the Borrower or, after the occurrence and during the continuance of an Event of Default, as the Administrative Agent shall determine, which Cash Equivalents shall be held in the name and be under the control of the Administrative Agent, provided that at any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent may in its discretion at any time and from time to time elect to liquidate any such Cash Equivalents and to apply or cause to be applied the proceeds thereof to the payment of the Obligations in the manner specified in Section 5.08 hereof.

4.03 Cover for L/C Exposure. Upon receipt of any amounts to be deposited into the Collateral Account as Cash Collateral for L/C Exposure under the Credit Agreement pursuant to the terms thereof, the Administrative Agent shall maintain records of the amount of such Cash Collateral (and the amount of such Cash Collateral shall be designated as the "L/C Exposure Sub-Account").

Section 5. Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, the Obligors hereby jointly and severally agree with each Lender and the Administrative Agent as follows:

5.01 Delivery and Other Perfection. Each Obligor shall:

(a) if any certificated Equity Collateral (other than Equity Collateral consisting of certificated Equity Interests of Schenley Distilleries Inc. (i) unless an Event of Default has occurred and is continuing or (ii) such Equity Collateral is owned by an Obligor on or after the date that is six months following the Closing Date) is received by such Obligor, forthwith (subject to Section 5.04(c)) transfer and deliver to the Administrative Agent the certificates representing such Equity Collateral so received by such Obligor (duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by the Administrative Agent, pursuant to the terms of this Agreement, as part of the Collateral, take such other action as the Administrative Agent shall deem necessary or appropriate to duly record the Lien created hereunder in such Equity Collateral;

(b) deliver and pledge to the Administrative Agent any and all Intercompany Notes held by such Obligor (other than Excluded Intercompany Notes), endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Administrative Agent may request; provided, that so long as no Default shall have occurred and be continuing, the Administrative Agent shall, promptly upon request of the Borrower, make appropriate arrangements for making any Intercompany Notes pledged by any Obligor available to such Obligor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Administrative Agent, against trust receipt or like document);

(c) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of the Administrative Agent) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Secured Parties to exercise and enforce their rights hereunder with respect to such pledge and security interest, including, without limitation, following an Event of Default and during the continuance thereof, causing any or all of the Equity Collateral to be transferred of record into the name of the Administrative Agent or its nominee (and the Administrative Agent agrees that if any Equity Collateral is transferred into its name or the name of its nominee, the Administrative Agent will thereafter promptly give to the respective Obligor copies of any notices and communications received by it with respect to the Equity Collateral pledged by such Obligor hereunder);

(d) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Administrative Agent may reasonably require in order to reflect the security interests granted by this Agreement;

(e) subject to Section 5.06 of the Credit Agreement, permit representatives of the Administrative Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of the Administrative Agent to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Collateral, all in such manner as the Administrative Agent may require; and

(f) upon the occurrence and during the continuance of any Event of Default, upon request of the Administrative Agent, promptly notify (and each Obligor hereby authorizes the Administrative Agent so to notify) each Foreign Subsidiary or Foreign Holding Company that is an obligor in respect of any Intercompany Note constituting part of the Collateral that any payments due or to become due in respect of such Intercompany Note are to be made directly to the Administrative Agent.

5.02 Other Financing Statements and Liens. Except as otherwise permitted under Section 6.02 of the Credit Agreement, no Obligor shall file, or authorize to be filed, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Administrative Agent is not named as the secured party.

5.03 Preservation of Rights. The Administrative Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

5.04 Special Provisions Relating to Equity Collateral.

(a) For the avoidance of doubt, so long as no Event of Default shall have occurred and be continuing, the Obligors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Equity Collateral for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement or any other instrument or agreement executed and delivered to the Administrative Agent in connection therewith, provided that the Obligors jointly and severally agree that they will not vote the Equity Collateral in any manner that is inconsistent with the terms of this Agreement, the Credit Agreement or any such other instrument or agreement.

(b) For the avoidance of doubt, unless and until an Event of Default has occurred and is continuing, the Obligors shall be entitled to receive and retain any dividends and/or other distributions of income or profit on the Equity Collateral paid in cash.

(c) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not the Administrative Agent or any Secured Party exercises any available right to declare any Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Credit Agreement or any other agreement relating to such Obligation, all dividends and other distributions on the Equity Collateral shall be paid directly to the Administrative Agent and retained by it in the Collateral Account as part of the Equity Collateral, subject to the terms of this Agreement, and, if the Administrative Agent shall so request in writing, the Obligors jointly and severally agree to execute and deliver to the Administrative Agent appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured and all Obligations then due and owing have been paid in full, any such dividend or distribution theretofore paid to the Administrative Agent shall, upon request of the Obligors (except to the extent theretofore applied to the Obligations), be returned by the Administrative Agent to the Obligors.

5.05 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) the Administrative Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Administrative Agent were the sole and absolute owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);

(b) the Administrative Agent in its discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(c) the Administrative Agent may, upon ten Business Days' prior written notice to the Obligors of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Administrative Agent, the Lenders or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Collateral, at such place or places as the Administrative Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Administrative Agent or any Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 5.05 shall be applied in accordance with Section 5.08 hereof.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, the rules and regulations thereunder and applicable state securities laws, the Administrative Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sales may be at prices and on terms less favorable to the Administrative Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

5.06 Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.05 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Obligors shall remain liable for any deficiency.

5.07 Private Sale. None of the Administrative Agent, the Lenders nor any of their respective Affiliates shall incur any liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.05 hereof conducted in a commercially reasonable manner. Subject to the Administrative Agent and the Lenders exercising any rights or remedies in a commercially reasonable manner, each Obligor hereby waives any claims against the Administrative Agent, any other Secured Party or any of their respective Affiliates arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Administrative Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

5.08 Application of Proceeds. Except as otherwise herein expressly provided and except as provided below in this Section 5, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Administrative Agent under Section 4 hereof or this Section 5, shall be applied by the Administrative Agent in the order specified in Section 2.17(a)(ii) of the Credit Agreement except that any Cash Collateral held in the "L/C Exposure Sub Account" of the Collateral Account pursuant to Section 4.03 hereof shall be applied first to the L/C Exposure outstanding from time to time andsecond in the order specified in Section 2.17(a)(ii).

As used in this Section 5, "proceeds" of Collateral means cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Obligors or any Issuer of or obligor on any of the Collateral.

5.09 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Administrative Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default pursuant to which the then outstanding principal amount of and accrued interest on the Loans are declared to be immediately due and payable, and five Business Days after the occurrence and during the continuance of any other Event of Default, the Administrative Agent is hereby appointed the attorney in fact of each Obligor for the purpose of carrying out the

provisions of this Section 5 and taking any action and executing any instruments that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney in fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Administrative Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Administrative Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

5.10 Perfection; Certain Releases.

(a) The security interests in the Collateral shall terminate (in whole or in part) under the circumstances specified in clause (i)(i) of Article VIII of the Credit Agreement.

(b) Upon receipt by the Administrative Agent of a certificate signed by a Responsible Officer of the Borrower to the effect that the conditions specified in clause (i)(i) of Article VIII of the Credit Agreement with respect to the Collateral have been satisfied, the Administrative Agent shall take such action as may be reasonably requested by the Borrower (at the expense of the Borrower) as shall be reasonably necessary to release the pledge and grant of the security interest in such Collateral (and to return any Collateral and money received in respect thereto, or certificates or instruments representing such Collateral in the possession of the Administrative Agent to the Borrower), including delivering to the respective Obligor upon such termination Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by such Obligor.

5.11 Further Assurances. Each Obligor agrees that, from time to time upon the written request of the Administrative Agent, such Obligor will execute and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request in order fully to effect the purposes of this Agreement.

Section 6. Miscellaneous.

6.01 Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient in accordance with Section 9.01 of the Credit Agreement and shall be deemed to have been given at the times specified in Section 9.01.

6.02 No Waiver. No failure on the part of the Administrative Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Administrative Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.03 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and the Administrative Agent (with the consent of the requisite Lenders specified in Section 9.02(b) of the Credit Agreement). Any such amendment or waiver shall be binding upon each Secured Party and each Obligor.

6.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor, the Administrative Agent and the Secured Parties (provided, however, that no Obligor shall assign or transfer its rights hereunder without the prior written consent of the Administrative Agent, it being understood that any transaction involving any Obligor permitted under Section 6.03 of the Credit Agreement shall not be deemed to be an assignment for purposes of this Section 6.05).

6.05 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.06 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

6.07 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.08 Agents and Attorneys-in-Fact. The Administrative Agent may employ agents and attorneys in fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys in fact selected by it in good faith.

6.09 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Administrative Agent and the other Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.10 Additional Obligors. As contemplated in Section 5.09 of the Credit Agreement, new Subsidiaries of the Borrower acquired or formed by the Borrower after the date hereof may become a Guarantor under the Credit Agreement and an Obligor under this Agreement, by executing and delivering to the Administrative Agent a Joinder Agreement in the form of Annex I to the Guarantee Agreement. Accordingly, upon the execution and delivery of any such Joinder Agreement by any such Subsidiary, such new Subsidiary shall automatically and immediately, and without any further action on the part of any Person, become an “Obligor” for all purposes of this Agreement.

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

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

ALCOFI INC.
CONSTELLATION LEASING, LLC
CONSTELLATION TRADING COMPANY, INC.
CONSTELLATION WINES U.S., INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
SPIRITS MARQUE ONE LLC
THE HOGUE CELLARS, LTD.

By: _____
Name:
Title:

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: _____
Name:
Title:

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

By: _____
Name:
Title:

PART A

PLEDGED EQUITY INTERESTS

Issuer	Certificate No. (if applicable)	Registered Owner	Number of Shares Pledged
ALCOFI INC.	3	Constellation Brands, Inc.	20 shares of common stock, no par value
Constellation Beers Ltd.	11	Constellation Services LLC	100 shares of common stock, $0.0l par value
Constellation Leasing, LLC	2	Constellation Brands, Inc.	100% membership interest
Constellation Services LLC	1	Constellation Brands, Inc.	100% membership interest
Constellation Trading Company, Inc.	1	Constellation Brands, Inc.	100 shares of common stock, $0.01 par value
Constellation Wines U.S., Inc.	2, 3	Constellation Brands, Inc. (f/k/a Canandaigua Brands, Inc.)	100 shares of common stock, no par value 1 share of common stock, no par value
Franciscan Vineyards, Inc.	13, 5, 5, P24	Constellation Brands, Inc. (f/k/a Canandaigua Brands, Inc.)	5,099 shares of Class A common stock, $0.20 par value; 5,099 shares of Class B common stock, $0.20 par value; 628,500 shares of Class C common stock, $10.00 par value; 901,087 shares of preferred stock, $10.00 par value
Robert Mondavi Investments	2	Constellation Wines U.S., Inc.	100,000 shares of common stock
Spirits Marque One LLC	4	ALCOFI INC.	100% membership interest
The Hogue Cellars, Ltd.	55	Constellation Wines U.S., Inc.	46,725 shares of common stock, $1.00 par value

PART B

PLEDGED FOREIGN EQUITY INTERESTS

Issuer	Certificate No. (if applicable)	Registered Owner	Number of Shares [1]
CB International Finance S.A.R.L.	N/A	Constellation Brands, Inc.	325 shares
			55% floating lien over the aggregate value of the preferred equity certificates
Constellation International Holdings Limited	4	Constellation Brands, Inc.	65 shares of common stock, no par value
Schenley Distilleries Inc./Les Distilleries Schenley Inc.	C-4	Constellation Services LLC	6,500 common shares
Vincor International IBC Inc.	10, 12A, 13A	Constellation Brands, Inc.	136,065,969 common shares
			66,905,056 common shares
			6,705,832 common shares

[1] Unless otherwise noted, the number of shares listed for each Issuer represents 65% of the issued and outstanding stock of such Issuer.

FORM OF LUXEMBOURG EQUITY PLEDGE AGREEMENT

[SEE ATTACHED]

SHARE PLEDGE AGREEMENT

3 MAY 2012

BETWEEN

CONSTELLATION BRANDS, INC.

as Pledgor

BANK OF AMERICA, N.A.

as Pledgee

AND

CB INTERNATIONAL FINANCE S.À R.L.

as the Company

ALLEN & OVERY
LUXEMBOURG

Avocats à la Cour

0012001-0001900 LU:5114519.11

CONTENTS

THIS SHARE PLEDGE AGREEMENT (the **Pledge Agreement)** is dated 3 May 2012 and made

BETWEEN

(1) **CONSTELLATION BRANDS, INC.**, incorporated and existing under the laws of the State of Delaware, with its registered office at 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801 USA and its principal executive offices at 207 High Point Drive, Victor, New York 14564, USA and registered with the business of corporation under number 16-0716709 (the **Pledgor**);

(2) **BANK OF AMERICA, N.A.**, as Administrative Agent acting for the benefit of the Secured Parties under the Credit Agreement (all as defined below) (the **Pledgee**);

AND

(3) **CB INTERNATIONAL FINANCE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register under number B93.303 with a share capital of USD3,025,000 (the **Company** and, together with the Pledgor and the Pledgee, the **Parties** and each a **Party**).

WHEREAS

(A) The Pledgor, the Pledgee and the Company enter into this Pledge Agreement in connection with a Credit Agreement dated 3 May 2012 and made between, among others, the Pledgor as Borrower, the Pledgee as Administrative Agent and the Lenders and other financial institutions from time to time party thereto (the **Credit Agreement**).

(B) The Pledgor is the sole owner of the Shares (as defined below).

(C) The Pledgor has agreed to grant a pledge over the Shares (as defined below) to the Pledgee as security for the Obligations (as defined below) upon and subject to the terms of this Pledge Agreement.

IT IS AGREED as follows

1. INTERPRETATION

1.1 Recitals

The recitals (A) to (C) above are an integral part of this Pledge Agreement.

1.2 Definitions

(a) Terms defined in the Credit Agreement shall, subject to Clause 1.2(b) below, have the same meaning in this Pledge Agreement.

(b) In this Pledge Agreement, unless the contrary intention appears or the context otherwise requires:

Business Day means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state where the Administrative Agent's Office is located or in the State of New York and Luxembourg.

Collateral Act 2005 means the Luxembourg act dated 5 August 2005 relating to financial collateral arrangements, as amended.

Collateral Documents has the meaning given to such term in the Credit Agreement.

Companies Act 1915 means the Luxembourg act dated 10 August 1915 on commercial companies, as amended.

Event of Default has the meaning given to such term in the Credit Agreement.

Loan Documents has the meaning given to such term in the Credit Agreement.

Loan Party or Loan Parties has the meaning given to such term in the Credit Agreement.

Luxembourg means the Grand Duchy of Luxembourg.

Obligations means all monies and liabilities now or hereafter due, owing or incurred by the Pledgor to the Secured Party under or pursuant to the Credit Agreement (including, without limitation the Swap Indebtedness and all LC Exposure and interest thereon) or this Pledge Agreement, all such obligations in any currency or currencies, whether present or future, actual or contingent, together with all interest accruing thereon and all costs, charges and expenses payable in connection therewith, as well as any indemnities due thereunder.

Pledge means the security interest (pledge – *gage*) over the Shares created and constituted by, and in accordance with, this Pledge Agreement.

Secured Party or Secured Parties has the meaning given to such term in the Credit Agreement.

Security Period means the period beginning on the date of this Pledge Agreement and ending on the the date upon which the Pledge is released in accordance with clause (i)(i) of Article VIII of the Credit Agreement.

Shares means 325 (three hundred and twenty five) shares (*parts sociales*) with par value of USD6,050 (six thousand and fifty U.S. Dollars in the Company representing 65% of the issued, fully paid-up and subscribed share capital of the Company at the date hereof, as well as all securities acquired or offered in substitution or in addition to such shares to the Pledgor including those which may be subscribed by it in the case of an increase of the Company's share capital, following exchange, merger, consolidation, division, subscription for cash or otherwise and, generally, all such shares in the capital of the Company now or at any time hereafter owned by the Pledgor and, except as otherwise provided in this Pledge Agreement, the dividends or interest thereon, redemption distribution, bonus, preference, option rights or otherwise to or in respect of any of the Shares provided that in no event the Shares shall constitute more than 65% of the total issued shares in the share capital of the Company, at any time.

1.3 Miscellaneous

(a) Clause headings are for ease of reference only and shall be ignored in construing this Pledge Agreement. References in this Pledge Agreement to a **Clause** are, save if explicitly stipulated otherwise, references to clauses herein.

(b) Words importing the singular include the plural and vice versa. A reference to a person in this Pledge Agreement includes its successors, transferees and assignees save that with respect to the Pledgor, the terms of Clause 17.(b) below shall apply.

(c) The terms **Credit Agreement**, **Loan Documents** and **Collateral Documents** include any changes, amendments, restatements, modifications, transfers, assignments, novations and supplements including those providing for further subscriptions or increased commitments in respect thereof.

(d) Notwithstanding any provision to the contrary in this Pledge Agreement, this Pledge Agreement is subject to, and shall be read in accordance with, the terms of the Credit Agreement. In the event of conflict between the terms of this Pledge Agreement and the Credit Agreement, the terms of the Credit Agreement shall prevail.

(e) The Company hereby acknowledges the existence of the Credit Agreement, the Loan Documents and the Collateral Documents and confirms having knowledge of the terms thereof.

2. CREATION OF THE PLEDGE

As continuing first ranking security interest for the full and punctual payment, performance and discharge of the Obligations, the Pledgor agrees to pledge and hereby pledges the Shares and its present and future rights, title, claims and interest in the Shares to, and in favour of, the Pledgee, who accepts the Pledge.

3. PERFECTION OF THE PLEDGE

(a) By executing this Pledge Agreement, the Company hereby acknowledges and accepts the Pledge.

(b) The Pledgor will register or procure the registration (*inscription*) of the Pledge in the share register (*registre des parts sociales*) of the Company in the name of the Pledgee and will provide the Pledgee on the date of this Pledge Agreement with a copy of the share register of the Company evidencing such registration. The Company hereby undertakes to proceed to, or assist with, this registration and to produce a copy of the share register.

The text to be used for registration shall be the following:

> "*65% of the shares (parts sociales) in CB INTERNATIONAL FINANCE S.À R.L. (the **Company**) (the **Shares**) owned from time to time by CONSTELLATION BRANDS, INC., now and in the future, and in particular, the 325 shares currently held by CONSTELLATION BRANDS, INC., have been pledged as a first ranking security in favour of BANK OF AMERICA, N.A., acting as administrative agent for the Secured Parties, pursuant to a share pledge agreement dated 3 May 2012 and made between CONSTELLATION BRANDS, INC. as pledgor, BANK OF AMERICA, N.A. as pledgee and the Company*".

(c) The Parties hereby instruct and appoint any manager (*gérant*) of the Company, each acting individually, with full power of substitution, as their attorneys to register the Pledge in the Company's share register.

(d) The Pledgor undertakes to reiterate the formalities referred to in sub-clause (b) above, each time that the security interest constituted by this Pledge Agreement is extended to further shares of the Company.

4. PRESERVATION OF THE PLEDGE

(a) The Pledge shall be a continuing first ranking security interest and shall not be considered as satisfied, discharged, prejudiced, waived or released by any intermediate payment, satisfaction or settlement of any part of the Obligations and shall remain in full force and effect during the Security Period.

(b) The Pledge shall be cumulative, in addition to and independent of every other security interest which the Pledgee or any other Secured Party may at any time hold as security for the Obligations or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice, affect or be prejudiced or affected by any security interest or other right or remedy which the Pledgee or any other Secured Party may now or at any time in the future have in respect of the Obligations.

(c) The Pledge shall not be prejudiced by any time or indulgence granted to any person, or any abstention or delay by the Pledgee in perfecting or enforcing the Pledge or any security interest or rights or remedies that the Pledgee may now or at any time in the future have from or against the Pledgor or any other person.

(d) No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any of its rights under this Pledge Agreement shall operate as a waiver or release thereof, nor shall any single or partial exercise of any such right preclude any further or other exercise of that or any other rights.

(e) Neither the obligations of the Pledgor contained in this Pledge Agreement nor the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement or by law nor the Pledge created hereby shall be discharged, impaired or otherwise affected by:

(i) any amendment to, or any variation, waiver or release of, any obligation of any of the Loan Parties or any other person under any Loan Document; or

(ii) any failure to take, or to fully take, any security contemplated by any Loan Document or otherwise agreed to be taken in respect of the obligations of any of the Loan Parties under the Loan Documents; or

(iii) any failure to realise or to fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the obligations of any of the Loan Parties under the Loan Documents; or

(iv) any other act, event or omission which but for this provision might operate to discharge, impair or otherwise affect any of the obligations of the Pledgor contained in this Pledge Agreement, the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement, the Pledge or by law.

5. REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND COVENANTS

5.1 Representations, warranties and undertakings

The Pledgor hereby represents and warrants to the Pledgee that:

(a) it is the sole owner of, and has valid title to, and hold the full and exclusive ownership of, the Shares, subject to no lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrances of any kind whatsoever except the Pledge and unless otherwise permitted under the Credit Agreement;

(b) the Shares represent, on the date of this Pledge Agreement, 65 *per* cent. of the issued, fully subscribed and paid up share capital of the Company;

(c) the Shares are not (and none of the Shares is) subject to any pre-emption rights, options to purchase or sell or warrants or similar rights of any person and the Shares are freely transferable;

(d) upon completion of the actions referred to in Clause 3. above, the Pledge shall be duly perfected and shall constitute a legally valid and binding first ranking security interest over the Shares in favour of the Pledgee not subject to any prior or *pari passu* encumbrance (subject to the reservations made in the legal opinion issued by the Borrower's legal counsel to and for the benefit of, among others, the Pledgee) and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;

(e) neither the Pledgor nor the Company has taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement or composition with creditors (*concordat préventif de faillite*), reorganisation or similar Luxembourg or foreign laws affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, conservator, custodian, trustee or similar officer of such company or of any or all of its assets or revenues;

(f) the place of the central administration (*siège de l'administration centrale*) and the centre of main interests (as such term is defined in the Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings, as amended (the **EU Insolvency Regulation**)) of the Company are located at its registered office (*siège statutaire*) in Luxembourg, that the Company complies with the provisions of the Luxembourg act dated 31 May 1999 concerning the domiciliation of companies, as amended and that the Company has no establishment (as such term is defined in the EU Insolvency Regulation) outside Luxembourg; and

(g) the granting of the Pledge is in the Pledgor's corporate interest (*intérêt social*).

The representations, warranties and undertakings set out in this Clause 5.1 are made on the date of this Pledge Agreement and are deemed to be repeated by the Pledgor on the date there is a repetition made in accordance with Section 4.02 of the Credit Agreement.

5.2 Covenants

The Pledgor hereby covenants to the Pledgee that, until the end of the Security Period:

(a) it shall not take or permit to be taken any action whereby the rights attaching to the Shares are diluted and it shall not approve an increase in the Company's share capital unless it subscribes for all the shares issued or otherwise permitted in the Credit Agreement provided that, at no time, more than 65% of the shares issued, at any time, by the Company may be pledged;

(b) it shall not dispose of the Shares (or any part thereof) or create any lien, security interest, claim, option, pledge, charge, assignment, transfer (including the transfer of legal title to a trustee or a fiduciary) and other encumbrances of any kind, other than the Pledge, in respect of the Shares (or any part thereof) (irrespective of its ranking), and shall not permit the existence of any such lien, security interest, claim, option, pledge, charge, assignment, transfer and other encumbrances of any kind other than the Pledge or any preferential right arising by operation of law, unless otherwise permitted under the Credit Agreement;

(c) as the enforcement of the Pledge may result in the transfer of the Shares, it expressly and specifically approves and accepts such transfer and such transferee(s) (including the Pledgee) as a new shareholder in accordance with Luxembourg law (including article 12 of the Collateral Act 2005), the terms and conditions of the Shares and this Pledge Agreement;

(d) it shall sign the resolution of the Pledgor, acting as the Sole Shareholder of the Company, substantially in the form attached hereto as Schedule 1 and shall provide the Pledgee with a signed copy of such resolutions on the date of execution of this Pledge Agreement;

(e) it shall not take any action in respect of the Shares which would adversely affect the interests of the Pledgee therein in any respect, nor shall it take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have an adverse effect on the Shares;

(f) it shall, and shall cause the Company to (and the Company, by signing this Pledge Agreement, accepts to), take all actions which the Pledgee may request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Pledge Agreement and/or to create and perfect the security interest that is granted, or purported to be granted, under this Pledge Agreement;

(g) it shall immediately after becoming aware thereof inform the Pledgee in writing of any distress, attachment (including executory attachment (*saisie exécutoire*) or protective attachment (*saisie conservatoire*)), enforcement or other legal process commenced by a third party in respect of all or part of the Shares and the Pledgor shall, at its own expenses, promptly (i) notify the Pledgee and send it a copy of the relevant attachment or enforcement documentation, (ii) notify relevant third party in writing of the existence of the Pledgee's interest in the relevant Shares, (iii) take such measures to challenge the attachment or enforcement and do its best effort to obtain the release or discharge of this attachment or enforcement at the earliest possible and (iv) keep the Pledgee regularly informed;

(h) it shall, and shall cause the Company to (and the Company, by signing this Pledge Agreement, accepts to), provide the Pledgee (promptly upon receipt) with a copy of any notice, document or other communication which is given or received by it in respect of the Shares which would adversely affect this Pledge or the ability of the Pledgee to enforce this Pledge Agreement or to have an adverse effect on the value of the Shares; and

(i) it shall, and shall cause the Company to (and the Company, by signing this Pledge Agreement, accepts to), assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Pledge Agreement including upon enforcement of the Pledge.

6. RIGHTS ATTACHING TO THE SHARES

6.1 Right to vote

(a) Until the occurrence of an Event of Default and subject to Clause 8. below, the Pledgor shall remain the owner of the Shares and the voting rights attached to the Shares shall remain vested in the Pledgor. The Pledgor shall not, without the Pledgee's prior written consent, exercise (or refrain from exercising) its voting rights in respect of the Shares in any manner which would adversely affect the Pledge (including, without limitation, in favour of any change in the terms of the Shares).

(b) Upon the occurrence of an Event of Default, the Pledgee shall be entitled to elect, by notice sent in writing to the Company and the Pledgor, to exercise the voting rights in relation to the Shares in any manner it deems fit for the purpose of protecting and/or enforcing its rights under the Pledge Agreement (including for the avoidance of doubt any voting rights with respect to resolutions relating to the dismissal, replacement and/or appointment of the managers (*gérants*) of the Company). Upon such election by the Pledgee, which shall become effective immediately upon the dispatching of the above notice unless otherwise expressed therein, the Pledgor shall no longer be entitled to exercise any voting rights in relation to the Shares and, for the avoidance of doubt, to pass any resolution without the Pledgee's prior written consent. Where, in accordance with article 193 of the Companies Act 1915, there is no such meeting, the Pledgor undertakes to inform the Pledgee of any resolution and not to pass such a resolution without the Pledgee's prior written consent. The

Pledgee shall furthermore be entitled to exercise all rights of the Pledgor in relation to the Shares in relation to the convening and/or holding of meetings of the shareholders of the Company or the adoption of shareholder's resolutions in writing or otherwise. The Pledgee shall in particular have the right to request the board of managers (*conseil de gérance*) of the Company to convene a meeting of the shareholders and to request items to be put on or added to the agenda, to convene such meeting itself and/or to propose and adopt resolutions in written form, to the extent permitted under applicable law. The Pledgor shall upon the request of the Pledgee issue a written confirmation that the Pledgee is entitled to exercise the above rights in any manner the Pledgee deems fit for the purpose of protecting and/or enforcing its rights under this Pledge Agreement. The Pledgor shall do whatever is necessary or useful in order to ensure that the exercise of these rights is facilitated for the Pledgee, including the issuing of a written confirmation in any form required under applicable law.

6.2 Right to dividend

(a) Until the occurrence of an Event of Default, this Pledge Agreement does not affect any right of the Pledgor to be entitled to receive any dividends and other distributions paid or to be paid by the Company on all or any of the Shares, unless the payment of such dividends or other distributions is or becomes prohibited by any of the Loan Documents.

(b) Upon the occurrence of an Event of Default, the Pledgee shall have sole entitlements to receive dividends and other distributions paid or to be paid by the Company on all or any of the Shares and apply all dividends and other distributions to the payment of the Obligations. To this effect, the Pledgor and the Pledgee agree that the Company is hereby directed (and the Company, by signing this Pledge Agreement, accepts), if and when an Event of Default has occurred, to make direct payment of all such dividends and other distributions to the Pledgee exclusively.

6.3 General entitlements attaching to the Pledgee

Upon the occurrence of an Event of Default, the Pledgee shall be entitled to exercise, at its discretion and if it so elects by notice in writing to the Company and the Pledgor, any and all rights (of any nature and irrespective of whether they arise by way of contract, deed, law, constitutional documents, court order or otherwise) of the Pledgor attaching to the Shares (or any part thereof).

7. LIABILITY TO PERFORM AND FURTHER ASSURANCES

(a) It is expressly agreed that, notwithstanding anything to the contrary contained in this Pledge Agreement, the Pledgor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Shares and the Pledgee shall be under no obligation or liability by reason of or arising out of this Pledge Agreement. The Pledgee shall not be required in any manner to perform or fulfil any obligations of the Pledgor in respect of the Shares, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled hereunder at any time.

(b) The Pledgor and the Company shall, upon the written request of the Pledgee, each at its own expense, promptly and duly execute and perform all such assurances, acts and things as the Pledgee may require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the Shares for facilitating the enforcement of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, the Pledgor and the Company shall in particular promptly execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may think expedient.

8. ENFORCEMENT OF THE PLEDGE

(a) Upon the occurrence of an Event of Default, the Pledgee is entitled to enforce the Pledge immediately, in its absolute discretion and exercise any right under (i) applicable law (including, without limitation, article 11 of the Collateral Act 2005), and/or (ii) this Pledge Agreement and to enforce all or any part of the Pledge in respect of the Shares in any manner it sees fit.

The Pledgee shall, in particular, be entitled to:

(i) sell, or cause the sale of, the Shares (or any part thereof) (i) in a private sale (*vente de gré à gré*) at normal commercial terms (*conditions commerciales normales*) or (ii), subject to article 188 of the Companies Act 1915, in a sale organised by a stock exchange or regulated market (to be chosen by the Pledgee) or in a public sale (organised in any manner the Pledgee sees fit and which, for the avoidance of doubt, does not need to be made by or within a stock exchange or regulated market); or

(ii) appropriate the Shares (or any part thereof) at their fair value as determined by an independent auditor (*réviseur d'entreprises*) having an international reputation or a reputable investment bank appointed by the Pledgee on the basis of such available elements and facts as deemed relevant by the auditor or the investment bank. The Pledgee may, at its sole discretion, determine the date on which the appropriation becomes effective, including a date before the valuation has been commenced or completed. For the avoidance of doubt, the date of appropriation cannot occur prior to the occurrence of an Event of Default. The Pledgee can further determine, at its sole discretion, that the right to appropriate all or part of the Shares be exercised by an entity other than the Pledgee (including a special purpose vehicle), it being understood that an appropriation of the Shares by such other entity shall be deemed to have the same effects under the Loan Documents as if the Pledgee had proceeded to such appropriation; or

(iii) request that the Shares be attributed (*attribution judiciaire*) to the Pledgee pursuant to a court order in discharge of the Obligations or any part thereof following a valuation of the Shares made by a court appointed expert; or

(iv) use any other realisation or enforcement method to the widest extent permitted by applicable law; or

(v) act generally in relation to the Shares in such manner as the Pledgee acting reasonably shall determine.

(b) The Pledgee shall have the right to request enforcement of the Pledge in respect of all or part of the Shares in its absolute discretion. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect the Pledge as it then shall be (and in particular those Shares which have not been subject to enforcement). The Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.

9. APPLICATION OF PROCEEDS

Any monies received by the Pledgee in respect of the Shares before or following the enforcement of the Pledge in accordance with Clause 8 above and/or under the rights and powers hereby conferred shall be applied by the Pledgee, in and towards payment and discharge of the Obligations in accordance with the terms of the Credit Agreement, or, at the discretion of the Pledgee, be held as a continuing security for the Obligations.

10. RELEASE OF THE PLEDGE

Upon the expiry of the Security Period, the Pledge shall be, at the cost of the Pledgor promptly, discharged by the express release thereof granted by the Pledgee (i) acting on its own initiative or (ii) at the written request of the Pledgor (and at the cost) of the Pledgor taking into account the requested timescale for the release which release the Pledgee shall be obliged to grant (and in which respect it shall take all necessary actions) upon first request of the Pledgor, after the Obligations have been unconditionally and irrevocably paid and discharged in full. The Pledgee shall inform the Company of such release and instruct it to record the release of the Pledge in the Company's shareholders register.

11. LIABILITY AND INDEMNITY

(a) Neither the Pledgee nor any of its agents shall be liable for any losses arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of the Pledge) hereunder save for any liability arising from the gross negligence or misconduct (*négligence grossière ou faute lourde*) or wilful default (*faute intentionnelle*) of the Pledgee or its agents.

(b) The Pledgor will indemnify the Pledgee and every attorney which may be appointed, from time to time, in respect of all liabilities and expenses reasonably documented incurred by it, him, her or them in the execution of any rights, powers or discretions vested in it, him, her or them pursuant thereto save for liabilities and expenses arising from the gross negligence or misconduct (*négligence grossière ou faute lourde*) or wilful default (*faute intentionnelle*) of the Pledgee or its attorney or both.

12. DELEGATION BY THE PLEDGEE

(a) The Pledgee or any person appointed by the Pledgee may at any time and from time to time delegate by power of attorney or in any other manner to any properly qualified person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the Shares.

(b) Any such delegation may be made upon such terms (including a power of substitution) and subject to such regulations as the Pledgee or such person appointed by the Pledgee may think fit. The Pledgee shall as soon as practicable inform the Pledgor of the identity of the person appointed pursuant to this Clause 12.

(c) The Pledgee or such person appointed by the Pledgee shall not be in any way liable or responsible to the Pledgor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate except in the case of gross negligence or misconduct (*négligence grossière ou faute lourde*) or wilful default (*faute intentionnelle*).

13. POWER OF ATTORNEY

(a) The Pledgor hereby, in order to fully secure the performance of its obligations hereunder, irrevocably appoints the Pledgee and every person appointed by the Pledgee hereunder to be its attorney (*mandataire*) acting severally, and on its behalf and in its name or otherwise, to execute and do all such acts and things which the Pledgor is required to do and fails to do under the provisions of this Pledge Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to the Company or any other person).

(b) The Company hereby irrevocably appoints the Pledgee and every person appointed by the Pledgee hereunder to be its attorney (*mandataire*) acting severally, to make in its name and on its behalf all

filings and publications in the Luxembourg trade and companies register required to give effect to the exercise by the Pledgee of its rights under this Pledge Agreement including, in particular, any filings with the Luxembourg trade and companies register appointing or dismissing managers appointed in accordance with Clause 6.1(c) above and any transfer of ownership of the Shares following an enforcement in accordance with Clause 8 above.

(c) Save for any action, which constitutes gross negligence or wilful misconduct on the part of the attorney, the Pledgor and the Company hereby agree to ratify and confirm, if need be, whatever any such attorney (as referred to in Clause 13.(a) or 13(b) above) shall properly do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such clause.

14. WAIVERS AND REMEDIES CUMULATIVE

No waiver of any of the terms hereof shall be effective unless in writing and signed by the Pledgee. No delay in or non-exercise of any right by the Pledgee shall constitute a waiver. Any waiver may be on such terms as the Pledgee sees fit. The rights, powers and discretions of the Pledgee herein are additional to and not exclusive of those provided by law, by any agreement with or other security in favour of the Pledgee including the provisions set out in the Loan Documents.

15. COSTS

The Pledgor shall pay all the costs and expenses set out in clause 9.3(a) of the Credit Agreement and arising in relation with this Pledge Agreement.

16. NOTICES

All notices or other communications under this Pledge Agreement shall be sent in accordance with section 9.01 of the Credit Agreement:

(i) to the Pledgor in the English language at:

CONSTELLATION BRANDS, INC.

Address: 207 High Point Drive,
Bldg 100
Victor, New York 14564
USA

Attention: Treasurer

Fax number: 585-678-7108

With a copy to:

CONSTELLATION BRANDS, INC.

Address: 207 High Point Drive,
Bldg 100
Victor, New York 14564
USA

Attention: General Counsel

Fax number: 585-678-7119

or to such other address or addresses as the Pledgor may from time to time notify to the Pledgee and the Company for such purpose in writing;

(ii) to the Pledgee in the English language at:

BANK OF AMERICA, N.A.

Address: Mail Code: IL4-135-05-41
135 South LaSalle Street
Chicago, Illinois 60603

Fax number: 877-206-8415

Phone number: 312-828-7933

Attention: Angelo Martorana
angelo.m.martorana@baml.com

With a copy to:

CAHILL GORDON & REINDEL LLP

Address: 80 Pine Street
New York, New York 10005

Fax number: 212-701-3165

Phone number: 212-701-3165

Attention: Corey Wright, Esq

And:

COLLEEN M. O' BRIEN
BANK OF AMERICA, N.A.

Address: Mail code NY7-144-10-03
One East Avenue, 10th Floor
Rochester, NY 14638

Fax number: 312-453-6274

Phone number: 585-546-9362

Attention: Colleen M. O'Brien
colleen.m.O'brien@baml.com

or to such other address or addresses as the Pledgee may from time to time notify to the Pledgor and the Company for such purpose in writing;

(iii) to the Company in the English language at:

CB INTERNATIONAL FINANCE S.À R.L.

Address: 5, rue Guillaume Kroll
L-1882 Luxembourg
Grand Duchy of Luxembourg

Attention: The board of managers

Fax number: +352 48 18 28 3941

or to such other address or addresses as the Company may from time to time notify to the Pledgor and the Pledgee for such purpose in writing.

17. ASSIGNMENT

(a) In the event of an assignment, novation or other transfer by the Pledgee to one or several transferees of all or any part of its rights and obligations under any of the Loan Documents, the Pledgee and the Pledgor hereby agree, that in such event, to the extent required under applicable law, the Pledgee shall preserve all of its rights under this Pledge Agreement as expressly permitted under article 1278 of the Luxembourg civil code, so that the security interest constituted by this Pledge Agreement shall automatically, and without any formality, benefit any such transferees.

(b) The Pledgor may not assign any of its rights under this Pledge Agreement without the prior written consent of the Pledgee. The Pledgee may assign all or any part of its rights under this Pledge Agreement provided that such assignment will be effected together with a parallel assignment under the Loan Documents. Such assignment by the Pledgee shall be enforceable towards the Pledgor and third parties pursuant to the provisions of article 1690 of the Luxembourg civil code.

18. SEVERABILITY

If, at any time, any provision of this Pledge Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Pledge Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.

19. COUNTERPARTS

This Pledge Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Pledge Agreement.

20. AMENDMENTS

None of the terms of this Pledge Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by or on behalf of the Parties.

21. GOVERNING LAW AND JURISDICTION

(a) This Pledge Agreement is governed by, and shall be construed in accordance with, Luxembourg law.

(b) Any dispute arising in connection with this Pledge Agreement shall be submitted to the courts of the district of Luxembourg-City.

(c) .Nothing in this Clause 21 limits the right of the Pledgee to bring proceedings against the Pledgor in any other court of competent jurisdiction or concurrently in more than one jurisdiction provided that claims, rights and any other assets belonging, directly or indirectly, to the Pledgor are situated or are deemed to be situated in that jurisdiction.

SIGNATORIES

The Pledgor

CONSTELLATION BRANDS, INC.

_____

Name:
Title:

The Pledgee

BANK OF AMERICA, N.A.

_____

Name:
Title:

The Company

CB INTERNATIONAL FINANCE S.À R.L.

_____

Name:
Title:

SCHEDULE 1

SHAREHOLDER'S RESOLUTION

CB INTERNATIONAL FINANCE S.À R.L.
Société à responsabilité limitée
R.C.S. Luxembourg B 93.303
Share capital: USD3,025,000
Registered office: 5, rue Guillaume Kroll
L-1882 Luxembourg
(the Company)

CONSTELLATION BRANDS, INC., incorporated and existing under the laws of the State of Delaware, with its registered office at 1209 Orange Street, 19801 Wilmington, County of New Castle and registered with the business of corporation under number 16-0716709 (the **Sole Shareholder**)

acting in its capacity as Sole Shareholder of the Company, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register under number B93.303 with a share capital of USD3,025,000

after having duly considered a Luxembourg law governed share pledge agreement dated May 2012 entered into by and between the Sole Shareholder as pledgor and Bank of America, N.A. as pledgee in the presence of the Company (the **Share Pledge Agreement**), the Shareholder resolves to approve in accordance with article 12 of Collateral Act 2005 and article 189 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended:

(i) the Pledgee (as defined in the Share Pledge Agreement), or any successors, transferees or assigns of the Pledgee in such capacity, as transferee or transferees of the pledged shares of the Company which remain subject to the Share Pledge Agreement and as a new shareholder or any of its successors, transferees or assignees as shareholders of the Company in case that the Pledgee or such other entity purchases, otherwise acquires, appropriates or is attributed the pledged shares in any way (including as a result of a public auction or of any procedure provided for in the Share Pledge Agreement);

(ii) as well as any other person or entity other than the Pledgee (including by a special purpose vehicle) which may acquire the pledged shares as the result of an enforcement of the pledge over the pledged shares in accordance with the Share Pledge Agreement as transferee of the pledged shares and as new shareholder of the Company.

, MAY 2012

CONSTELLATION BRANDS, INC.

By:
Title:

FORM OF LUXEMBOURG PEC PLEDGE AGREEMENT

[SEE ATTACHED]

PECS PLEDGE AGREEMENT

3 MAY 2012

BETWEEN

CONSTELLATION BRANDS, INC.

as Pledgor

AND

BANK OF AMERICA, N.A.

as Pledgee

IN THE PRESENCE OF

CB INTERNATIONAL FINANCE S.À R.L.

as the Company

ALLEN & OVERY
LUXEMBOURG

Avocats à la Cour

0012001-0001900 LU:5145234.7

CONTENTS

THIS PECS PLEDGE AGREEMENT is dated 3 May 2012 (the **Pledge Agreement)** and made

BETWEEN

(1) **CONSTELLATION BRANDS, INC.**, incorporated and existing under the laws of the State of Delaware, with its registered office at 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801 USA and its principal executive offices at 207 High Point Drive, Victor, New York 14564, USA and registered with the business of corporation under number 16-0716709 (the **Pledgor**);

AND

(2) **BANK OF AMERICA, N.A.**, as Administrative Agent acting for the benefit of the Secured Parties under the Credit Agreement (all as defined below) (the **Pledgee**).

IN THE PRESENCE OF

(3) **CB INTERNATIONAL FINANCE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register under number B93.303 with a share capital of USD3,025,000 as issuer of the PECs (as defined below) (the **Company** and, together with the Pledgor and the Pledgee, the **Parties** and each a **Party**).

WHEREAS

(A) The Pledgor, the Pledgee and the Company enter into this Pledge Agreement in connection with a Credit Agreement dated 3 May 2012 and made between, among others, the Pledgor as Borrower, the Pledgee as Administrative Agent and the Lenders and other financial institutions from time to time party thereto (the **Credit Agreement**).

(B) The Pledgor is the sole owner of the PECs.

(C) The Pledgor has agreed to grant a pledge over the PECs to the Pledgee as security for the Obligations (as defined below) subject to the terms of this Pledge Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Recitals

The recitals (A) to (C) above are an integral part of this Pledge Agreement.

1.2 Definitions

(a) Terms defined in the Credit Agreement shall, subject to Clause 1.2(b) below, have the same meaning in this Pledge Agreement.

(b) In this Pledge Agreement, unless the contrary intention appears or the context otherwise requires:

Business Day means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state where the Administrative Agent's Office is located or in the State of New York and Luxembourg.

Collateral Act 2005 means the Luxembourg act dated 5 August 2005 relating to financial collateral arrangements, as amended.

Collateral Documents has the meaning given to such term in the Credit Agreement.

Companies Act 1915 means the Luxembourg act dated 10 August 1915 on commercial companies, as amended.

Event of Default has the meaning given to such term in the Credit Agreement.

Loan Document or Loan Documents has the meaning given to such term in the Credit Agreement.

Loan Party or Loan Parties has the meaning given to such term in the Credit Agreement.

Luxembourg means the Grand Duchy of Luxembourg.

Obligations means all monies and liabilities now or hereafter due, owing or incurred by the Pledgor to the Secured Party under or pursuant to the Credit Agreement (including, without limitation the Swap Indebtedness and all LC Exposure and interest thereon) or this Pledge Agreement, all such obligations in any currency or currencies, whether present or future, actual or contingent, together with all interest accruing thereon and all costs, charges and expenses payable in connection therewith, as well as any indemnities due thereunder.

PECs means the preferred equity certificates issued by the Company representing, at any time, not more than 55% of the aggregate value of the preferred equity certificates already issued and, from time to time, to be issued by the Company, as well as all securities acquired or offered in substitution for or in addition to or as a result of the conversion of the PECs and owned by the Pledgor and, except as otherwise provided in this Pledge Agreement, the yield, return, dividends or interest (as applicable) paid or payable under the PECs, redemption price, liquidation value, bonus, preference, option rights or otherwise to or in respect of any of the PECs.

PECs Terms means each of the terms and conditions of the PECs dated respectively 9 April 2003, 2 December 2004, 30 May 2006, 2 March 2007, 17 May 2010 and 4 October 2011.

Pledge means the security interest (*gage*) over the PECs created and constituted by, and in accordance with, this Pledge Agreement.

Secured Party or Secured Parties has the meaning given to such term in the Credit Agreement.

Security Period means the period beginning on the date of this Pledge Agreement and ending on the the date upon which the Pledge is released in accordance with clause (i)(i) of Article VIII of the Credit Agreement.

1.3 Miscellaneous

(a) Clause headings are inserted for convenience of reference only and shall be ignored in construing this Pledge Agreement.

(b) A reference to a person in this Pledge Agreement includes its successors, transferees and assignees save that with respect to the Pledgor the terms of clause 16.(b) of this Pledge Agreement shall apply. A reference to **Clause** in this Pledge Agreement is a reference to a clause herein.

(c) Words importing the singular shall include the plural and vice-versa.

(d) The terms **Credit Agreement**, **Loan Documents** and **PECs Terms** include any changes, amendments, restatements, modifications and supplements including supplements providing for further subscriptions or increased commitments.

(e) Notwithstanding any provision of this Pledge Agreement, this Pledge Agreement is subject to, and shall be read in accordance with, the terms of the Credit Agreement. In the event of conflict between the terms of this Pledge Agreement and the Credit Agreement, the terms of the Credit Agreement shall prevail.

2. CREATION OF THE PLEDGE

As continuing first ranking security for the due and full payment and discharge of the Obligations, the Pledgor agrees to pledge and hereby pledges the PECs and its present and future claims, rights, title and interest in the PECs to, and in favour of, the Pledgee, who accepts the Pledge.

3. PERFECTION OF THE PLEDGE

(a) By executing this Pledge Agreement as intervening party, the Company hereby acknowledges and expressly accepts the Pledge.

(b) The Pledgor will register, or procure the registration (*inscription*) of, the Pledge in the Company's register of holders of PECs (the **PECs Register**) in the name of the Pledgee and will provide the Pledgee with a signed copy of the PECs Register evidencing such registration on the date of execution of this Pledge Agreement. The Company hereby undertakes to proceed to, or assist with, such registration.

The text to be used for the registration shall be the following:

> "*55% of the aggregate value of the preferred equity certificates issued by CB INTERNATIONAL FINANCE S.À R.L. (the **Company**) (the **PECS**) and owned, from time to time, by CONSTELLATION BRANDS, INC., have been pledged as a first ranking security in favour of BANK OF AMERICA, N.A., acting as administrative agent for the Secured Parties, pursuant to a PECs pledge agreement dated 3 May 2012 and made between CONSTELLATION BRANDS, INC. as pledgor and BANK OF AMERICA, N.A. as pledgee in the presence of CB INTERNATIONAL FINANCE S.À R.L. as the Company*."

(c) The Pledgor and the Company hereby instruct and appoint any manager of the Company, each acting individually, with full power of substitution, as their proxies to register the Pledge in the PECs Register.

(d) The Pledgor undertakes to reiterate the formalities referred to in sub-clause (b) above each time that the security constituted by this Pledge Agreement is extended to further PECs of the Company.

4. PRESERVATION OF THE PLEDGE

(a) The Pledge shall be a continuing first ranking security and shall not be considered as satisfied or discharged or prejudiced or waived or released by any intermediate payment, satisfaction or settlement of any part of the Obligations and shall remain in full force and effect during the Security Period.

(b) The Pledge shall be cumulative, in addition to and independent of every other security which the Pledgee may at any time hold as security for the Obligations or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or remedy which the Pledgee may now or at any time in the future have in respect of the Obligations.

(c) The Pledge shall not be prejudiced by any time or indulgence granted to any person, or any abstention or delay by the Pledgee in perfecting or enforcing the Pledge or any security interest or rights or remedies that the Pledgee may now or at any time in the future have from or against the Pledgor or any other person.

(d) No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any of its rights under this Pledge Agreement shall operate as a waiver or release thereof, nor shall any single or partial exercise of any such right preclude any further or other exercise of that or any other rights.

(e) Neither the obligations of the Pledgor contained in this Pledge Agreement nor the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement or by law nor the Pledge created hereby shall be discharged, impaired or otherwise affected by:

(i) any amendment to, or any variation, waiver or release of, any obligation of any Loan Party or any other person under any Loan Document; or

(ii) any failure to take, or to fully take, any security contemplated by any Loan Document or otherwise agreed to be taken in respect of the obligations of any Loan Party under the Loan Documents; or

(iii) any failure to realise or to fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the obligations of any Loan Party under the Loan Documents; or

(iv) any other act, event or omission which might operate to discharge, impair or otherwise affect any of the obligations of the Pledgor contained in this Pledge Agreement, the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement, the Pledge or by law.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS AND WAIVER

5.1 Representations and warranties

The Pledgor hereby represents and warrants to the Pledgee that:

(a) the PECs constitute legally valid, binding and enforceable obligations of the Company and the PECs are fully outstanding;

(b) the PECs are not (and none of the PECs is) subject to any pre-emption rights, options to purchase or sell or warrants, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature or similar rights of any person that might prohibit, impair, delay or otherwise affect the Pledge, the sale or disposition thereof pursuant hereto or the exercise by the Pledgee of rights and remedies under this Pledge Agreement;

(c) upon completion of the actions referred to in Clause 3.(b) above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest over the PECs in favour of the Pledgee not subject to any prior or *pari passu* encumbrance (subject to the reservations made in the legal opinion issued by the Borrower's legal counsel to and for the benefit of, among others, the Pledgee) and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise; and

(d) neither the Pledgor nor the Company has taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement or composition with creditors (*concordat préventif de faillite*), reorganisation or similar Luxembourg or foreign laws affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, conservator, custodian, trustee or similar officer of such company or of any or all of its assets or revenues.

The representations and warranties set out in this Clause 5.1 are made on the date of this Pledge Agreement and are deemed to be repeated by the Pledgor on the date each representation is repeated under Section 4.02 of the Credit Agreement.

5.2 Covenants

The Pledgor covenants that, until the end of the Security Period:

(a) it will not take or permit to be taken any action whereby the rights attaching to the PECs are diluted and it will not approve an increase in the Company's PECs unless it subscribes for all the PECs issued, unless otherwise provided for in the Credit Agreement and provided that, at any time, the PECs shall constitute not more than 55% of the aggregate amount of preferred equity certificates issued, from time to time, by the Company;

(b) it is and will remain the sole, registered and absolute legal and beneficial owner of the PECs, and it will not (nor shall it agree to) transfer (including the transfer of legal title to a trustee or a fiduciary), sell, dispose of, assign, create or permit to subsist any security over any of the PECs or any part thereof or in any way encumber all or any of the PECs (irrespective of whether ranking before or behind the Pledge), other than pursuant to this Pledge Agreement, unless otherwise permitted under the Credit Agreement (it being understood that the Company shall remain able to redeem the PECs);

(c) as the enforcement of the Pledge may result in the transfer of the PECs, it expressly and specifically approves and accepts such transfer and such transferee(s) (including the Pledgee) as a new holder of the PECs in accordance with the terms and conditions of the PECs;

(d) it shall not take any action in respect of the PECs which would reasonably be expected to adversely affect the interest of the Pledgee therein in any respect, nor shall it take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on the PECs;

(e) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Pledge Agreement;

(f) it shall promptly (i) notify the Pledgee in writing of any distress, attachment, execution or other legal process commenced in respect of all or part of the PECs, (ii) notify in writing the relevant third party or its attorneys of the existence of the Pledge and (iii) take appropriate action to oppose such distress, attachment, execution or other legal process commenced in respect of all or part of the PECs;

(g) it shall furnish to the Pledgee (immediately upon receipt) a copy of any notice, document or other communication which is given or received by it in respect of the PECs which would be reasonably be expected to adversely affect this Pledge or the ability of the Pledgee to enforce this Pledge Agreement or to have a material adverse effect on the value of the PECs; and

(h) it shall, and shall cause the Company to, assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities (if any) in order to permit the exercise by the Pledgee of its rights and powers under this Pledge Agreement upon enforcement of the Pledge.

5.3 Waiver

The Pledgee and the Company expressly waive the requirements of condition 8.2 of the PECs Terms and, agree to pledge the PECs in favour of the Pledgee notwithstanding the fact that the Pledgee is not or may not be the holder of Shares (as defined in the PECs Terms) and authorise expressly the Pledgee to enforce the Pledge in accordance with Clause 8 below (including by way of sale to any third party within the free discretion of the Pledgee).

6. RIGHTS ATTACHING TO THE PECS

6.1 Right to payment of redemption and liquidation value and of yield

(a) Until the occurrence of an Event of Default, the Pledgor shall be entitled to receive payment of redemption price and liquidation value and yield (all as described in conditions 3 and 4 of the PECs Terms) and other distributions paid or payable by the Company on all or any of the PECs pursuant to the PECs Terms, to the extent and only to the extent that the payment of such yields and other distributions is permitted by, and otherwise paid in accordance with, each of the Loan Documents.

(b) Upon the occurrence of an Event of Default, the Pledgee shall be entitled to receive payment of redemption price and liquidation value and yield and other distributions paid or payable by the Company on all or any of the PECs and to apply any payments so received in and towards payment and discharge of the Obligations in accordance with the provisions of the Credit Agreement. To this effect, the Pledgor and the Pledgee agree that the Company is hereby directed (and the Company, by countersigning this Pledge Agreement, accepts), if and when an Event of Default occurs, to make direct payment of all such payment of redemption price and liquidation value and yield and other distributions to the Pledgee.

6.2 Right to vote

(a) Subject to Clause 8 below, the Pledgor shall remain the legal owner of the PECs and, accordingly, the right to take part (to the extent applicable and as contemplated by condition 9.2 of the PECs Terms) in the meetings of holders of PECs and to vote therein, or where there is no such meeting, to pass resolutions in writing in accordance with the PECs Terms. The Pledgor shall not, without the Pledgee's prior written consent, exercise its voting rights in respect of the PECs in any manner which would adversely affect the Pledge (including, without limitation, in favour of any change in the terms of the PECs).

(b) Upon the occurrence of an Event of Default, the Pledgee shall be entitled to elect, by notice sent in writing to the Company and the Pledgor, to exercise the voting rights in relation to the PECs in any manner it deems fit for the purpose of protecting and/or enforcing its rights under the Pledge Agreement. Upon such election by the Pledgee, which shall become effective immediately upon the dispatching of the above notice unless otherwise expressed therein, the Pledgor shall no longer be entitled to exercise any voting rights in relation to the PECs.

(c) Upon the occurrence of an Event of Default, the Pledgee shall in general be entitled to exercise at its discretion, if it so decides, any and all rights (of any nature and whether arising out of contract, constitutional documents, law, court order or otherwise) of the Pledgor in relation to the PECs.

7. LIABILITY TO PERFORM AND FURTHER ASSURANCES

(a) It is expressly agreed that, notwithstanding anything to the contrary contained in this Pledge Agreement, the Pledgor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the PECs and the Pledgee shall be under no obligation or liability by reason of or arising out of this Pledge Agreement save for any liability arising from the gross negligence or wilful default or misconduct of the Pledgee. The Pledgee shall not be required in any manner to perform or fulfil any obligations of the Pledgor in respect of the PECs, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled hereunder at any time.

(b) The Pledgor shall at its own expense promptly and duly execute and perform all such assurances, acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the PECs for facilitating the enforcement of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, the Pledgor shall in particular promptly execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably think expedient.

8. ENFORCEMENT OF THE PLEDGE

(a) Upon the occurrence of an Event of Default and in accordance with Clause 5.3 above, the Pledgee shall be entitled to enforce the Pledge immediately, in its absolute discretion and exercise any right under (i) applicable law (including, without limitation, article 11 of the Collateral Act 2005) or (ii) this Pledge Agreement, and to enforce all or any part of the Pledge in respect of the PECs in any manner it sees fit.

The Pledgee shall in particular be entitled to:

(i) sell, or cause the sale of, all or part of the PECs (if applicable) on a stock exchange or regulated market or by way of a public auction in a place and manner determined by the Pledgee; or

(ii) request the Luxembourg courts that title to all or part of the PECs be assigned to the Pledgee for payment of all or any part of the outstanding amount of the Obligations upon expert's determination; or

(iii) appropriate all or part of the PECs at the fair value as determined by an independent auditor (*réviseur d'entreprises*) having an international reputation or a reputable investment bank designated, at the cost of the Pledgor, by the Pledgee on the basis of such available elements and facts as deemed relevant to the independent auditor or the investment bank. The Pledgee may, at its sole discretion, determine the date on which the appropriation becomes effective, including a date before the valuation has been completed, in which case the subsequent valuation needs to be made on the basis of the elements and facts available at the time of such appropriation (for the avoidance of doubt, the date of appropriation cannot occur prior to the occurrence of an Event of Default). The Pledgee can further determine, at its sole discretion, that the right to appropriate all or part of the PECs be transferred or allocated to an entity other than the Pledgee (including a special purpose vehicle), it being understood that an appropriation of all or part of the PECs by such other entity shall be deemed to have the same effects under the Loan Documents as if the Pledgee had proceeded to such appropriation; or

(iv) sell, or cause the sale of, the PECs in a private transaction (*vente de gré à gré*) at normal commercial conditions (*conditions commerciales normales*); or

(v) take advantage of any other realisation or enforcement method to the widest extent permitted by applicable law.

(b) The Pledgee shall have the right to request enforcement of all or part of the Pledge in its absolute discretion. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect the Pledge as it then shall be (and in particular those PECs which have not been subject to enforcement). The Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.

9. APPLICATION OF PROCEEDS AND RELEASE OF THE PLEDGE

(a) Any monies received by the Pledgee in respect of the PECs before or following the enforcement of the Pledge in accordance with Clause 8 above and/or under the rights and powers hereby conferred shall be applied by the Pledgee in and towards payment and discharge of the Obligations in accordance with the terms of the Credit Agreement.

(b) Upon the expiry of the Security Period, the Pledge shall be, at the cost of the Pledgor promptly, discharged by the express release thereof granted by the Pledgee (i) acting on its own initiative or (ii) at the written request of the Pledgor (and at the cost) of the Pledgor taking into account the requested timescale for the release which release the Pledgee shall be obliged to grant (and in which respect it shall take all necessary actions) upon first request of the Pledgor, after the Obligations have been unconditionally and irrevocably paid and discharged in full. The Pledgee shall inform the Company of such release and instruct it to record the release of the Pledge in the PECs Register.

10. LIABILITY AND INDEMNITY

(a) Neither the Pledgee nor any of its agents shall be liable for any losses arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of the Pledge) hereunder save for any liability arising from the gross negligence or wilful default or misconduct of the Pledgee or its agents.

(b) The Pledgor will indemnify the Pledgee and every attorney which may be appointed, from time to time, in respect of all liabilities and reasonably documented expenses incurred by it, him, her or them in the execution of any rights, powers or discretions vested in it, him, her or them pursuant thereto save for liabilities and expenses arising from the gross negligence or wilful default or misconduct of the Pledgee or its attorney or both.

11. DELEGATION BY THE PLEDGEE

(a) The Pledgee or any person appointed by the Pledgee may at any time and from time to time delegate by power of attorney or in any other manner to any properly qualified person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the PECs.

(b) Any such delegation may be made upon such terms (including a power of substitution) and subject to such regulations as the Pledgee or such person appointed by the Pledgee may think fit. The Pledgee shall as soon as practicable inform the Pledgor of the identity of the person appointed pursuant to this Clause 11.

(c) The Pledgee or such person appointed by the Pledgee shall not be in any way liable or responsible to the Pledgor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate except in the case of gross negligence or wilful default or misconduct.

12. POWER OF ATTORNEY

(a) The Pledgor hereby, in order to fully secure the performance of its obligations hereunder, irrevocably appoints the Pledgee and every person appointed by the Pledgee hereunder to be its attorney (*mandataire*) acting severally, and on its behalf and in its name or otherwise, to execute and do all such acts and things which the Pledgor is required to do and fails to do under the provisions of this Pledge Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to the Company or any other person) or, upon the enforcement of this Pledge pursuant to Clause 8 above, make all the necessary filings with the Luxembourg trade and companies register in relation to any new holder of PECs of the Company).

(b) The Pledgor hereby agrees to ratify and confirm, if need be, whatever any such attorney (as referred to in Clause 12.(a) above) shall properly do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such clause, save for any action which constitutes gross negligence or wilful misconduct on the part of the attorney.

13. WAIVERS AND REMEDIES CUMULATIVE

No waiver of any of the terms hereof shall be effective unless in writing and signed by the Pledgee. No delay in or non-exercise of any right by the Pledgee shall constitute a waiver. Any waiver may be on such terms as the Pledgee sees fit. The rights, powers and discretions of the Pledgee herein are additional to and not exclusive of those provided by law, by any agreement with or other security in favour of the Pledgee.

14. COSTS

The Pledgor shall pay all the costs and expenses set out in clause 9.3(a) of the Credit Agreement and arising in relation with this Pledge Agreement.

15. NOTICES

All notices or other communications under this Pledge Agreement shall be sent in accordance with section 9.01 of the Credit Agreement:

(i) to the Pledgor in the English language at:

CONSTELLATION BRANDS, INC.

Address: 207 High Point Drive,
Bldg 100
Victor, New York 14564
USA

Attention: Treasurer

Fax number: 585-678-7108

With a copy to:

CONSTELLATION BRANDS, INC.

Address:	207 High Point Drive, Bldg 100 Victor, New York 14564 USA
Attention:	General Counsel
Fax number:	585-678-7119

or to such other address or addresses as the Pledgor may from time to time notify to the Pledgee and the Company for such purpose in writing;

(ii) to the Pledgee in the English language at:

BANK OF AMERICA, N.A.

Address:	Mail Code: IL4-135-05-41 135 South LaSalle Street Chicago, Illinois 60603
Fax number:	877-206-8415
Phone number:	312-828-7933
Attention:	Angelo Martorana angelo.m.martorana@baml.com

With a copy to:

CAHILL GORDON & REINDEL LLP

Address:	80 Pine Street New York, New York 10005
Fax number:	212-701-3165
Phone number:	212-701-3165
Attention:	Corey Wright, Esq

And:

COLLEEN M. O' BRIEN
BANK OF AMERICA, N.A.

Address:	Mail code NY7-144-10-03 One East Avenue, 10th Floor Rochester, NY 14638
Fax number:	312-453-6274
Phone number:	585-546-9362
Attention:	Colleen M. O'Brien colleen.m.O'brien@baml.com

or to such other address or addresses as the Pledgee may from time to time notify to the Pledgor and the Company for such purpose in writing;

(iii) to the Company in the English language at:

CB INTERNATIONAL FINANCE S.À R.L.

Address: 5, rue Guillaume Kroll
L-1882 Luxembourg
Grand Duchy of Luxembourg

Fax number: +352 48 18 28 3941

Attention: Board of managers

or to such other address or addresses as the Company may from time to time notify to the Pledgor and the Pledgee for such purpose in writing.

16. ASSIGNMENT

(a) In the event of an assignment, transfer or novation by the Pledgee or any Secured Party to one or several transferees of all or any part of its rights and obligations under any of the Loan Documents, the Pledgee and the Pledgor hereby agree, that in such event, to the extent required under applicable law, the Pledgee shall preserve all of its rights under this Pledge Agreement as expressly permitted under article 1278 of the Luxembourg civil code, so that the security constituted by this Pledge Agreement shall automatically, and without any formality, benefit any such transferees.

(b) The Pledgor may not assign any of its rights under this Pledge Agreement without the prior written consent of the Pledgee. The Pledgee may assign all or any part of its rights under this Pledge Agreement provided that such assignment will be effected together with a parallel assignment under the Loan Documents. Such assignment by the Pledgee shall be enforceable towards the Pledgor and third parties pursuant to the provisions of article 1690 of the Luxembourg civil code.

17. SEVERABILITY

If, at any time, any provision of this Pledge Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Pledge Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.

18. COUNTERPARTS

This Pledge Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument.

19. AMENDMENTS

None of the terms of this Pledge Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by or on behalf of the Parties.

20. GOVERNING LAW AND JURISDICTION

(a) This Pledge Agreement is governed by, and shall be construed in accordance with, Luxembourg law.

(b) Any dispute arising in connection with this Pledge Agreement shall be submitted to the non-exclusive jurisdiction of the courts of the district of Luxembourg-City.

(c) Nothing in this Clause 19 limits the right of the Pledgee to bring proceedings against the Pledgor in any other court of competent jurisdiction or concurrently in more than one jurisdiction provided that claims, rights and any other assets belonging, directly or indirectly, to the Pledgor are situated or are deemed to be situated in that jurisdiction.

SIGNATORIES

The Pledgor

CONSTELLATION BRANDS, INC.

Name:
Title:

The Pledgee

BANK OF AMERICA, N.A.

Name:
Title:

The Company acknowledges and expressly accepts (i) the Pledge, (ii) the terms of Clause 3.(b) above and (iii) the directions contained in clauses 6.1(b) and 6.2(b) above. The Company confirms (i) that it will provide the required assistance in respect of the perfection of the Pledge and (ii) that upon the occurrence of an Event of Default, it shall perform as directed and that nothing in the Company's articles of incorporation or otherwise prevents it from complying with the above obligations and directions.

The Company

CB INTERNATIONAL FINANCE S.À R.L.

Name:
Title

FORM OF BARBADOS CHARGE OVER SHARES

[SEE ATTACHED]

BARBADOS

DRAWN AND PREPARED BY

Attorney-at-Law
Lex Caribbean Law Offices
Worthing Corporate Centre
Worthing, Christ Church

STAMPED TO SECURE US$2,400,000,000.00

CHARGE OVER SHARES

THIS CHARGE is made as of the 3rd day of May 2012 between **CONSTELLATION BRANDS, INC.,** a Delaware corporation having its principal executive office situate at 207 High Point Drive, Building 100, Victor, New York, 14564, U.S.A. (hereinafter called the "Chargor") of the ONE PART, and **BANK OF AMERICA, N.A.,** a company organised under the laws of the state of Delaware having its registered office situate at 100 North Tryon Street, Charlotte, North Carolina 28255, U.S.A., as Administrative Agent (as defined in the Credit Agreement) (hereinafter called the "Agent" which expression shall where the context so admits or requires mean and include its successors and assigns) as secured party of the OTHER PART.

WHEREAS:

(1) The Lenders, pursuant to the Credit Agreement (defined below) have agreed to extend a credit facility to the Chargor in an inital aggregate principal amount of up to one billion, six hundred and fifty million United States dollars (US$1,650,000,000.00) together with incremental facilities in the maximum amount of up to seven hundred and fifty million United States dollars (US$750,000,000.00).

(2) The Chargor, being the legal and beneficial owner of 322,579,780 issued and allotted shares constituting 100% of all the issued and allotted shares of Vincor International

IBC Inc. ("Vincor") has agreed to execute this Charge in respect of the Charged Property (hereinafter defined) in favour of the Agent for the benefit of the Secured Parties to secure the obligations of the Chargor in the manner hereinafter appearing and upon the terms and conditions herein contained and hereunder implied.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Chargor hereby covenants with the Agent as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Charge including the Recitals and the Schedule unless the context otherwise requires:

"Charged Property" means:

(a) 65% of the shares of Vincor issued and outstanding on the date hereof (the "Initial Shares") and 65% of all additional shares of Vincor issued to the Chargor from time to time (collectively with the Initial Shares, the "Vincor Shares");

(b) the notes and certificates representing the Vincor Shares and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Vincor Shares;

(c) all Derivative Assets;

(d) all rights and privileges arising from or relating to the Vincor Shares; and

(e) all proceeds of any and all of the foregoing (including, without limitation, proceeds that constitute property of the types described in paragraphs (a), (b) and (c) above);

provided that not more than 65% of the total issued and outstanding shares of Vincor from time to time shall be charged hereunder.

"Credit Agreement" means the credit agreement dated as of the 3rd day of May, 2012 among the Chargor; the Agent; and the Lenders and other parties from time to time party thereto;

"Derivative Assets" means all stocks, shares, warrants or other securities, accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Vincor Shares or any Derivative Assets previously described;

"Encumbrance" means any mortgage, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;

"**Event of Default**" means an event of default as defined in the Credit Agreement;

"**Lender**" has the meaning given to such term in the Credit Agreement;

"Secured Parties" has the meaning given to such term in the Credit Agreement;

"**Security Period**" means the period beginning on the date of this Charge and ending on the date on which the Charged Property is released in accordance with clause (i) (i) of Article VIII of the Credit Agreement;

"Shares and Securities" means all stocks, shares and other securities of the Chargor:

(a) listed in Schedule 1 hereto for which the stock or share certificates or other documents of title have been deposited by the Chargor with the Agent; or

(b) for which the stock or share certificates or other documents of title have been or may be from time to time deposited by the Chargor with the Agent or its agents.

1.2. All terms defined in the Credit Agreement which are used in this Charge shall bear the same meaning as in the Credit Agreement unless the context requires otherwise provided that, in the event of any conflict between the meaning of any term as defined in the Credit Agreement and any term as defined in this Charge, the definition in this Charge shall prevail.

1.3. References to Clauses and Schedules are to the clauses and schedules to this Charge.

1.4. Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge.

1.5. Except to the extent the context otherwise requires any reference in this document to the "Credit Agreement" or the "Charge" and any other document referred to therein includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending, varying, supplementing, novating or replacing the terms of any such documents from time to time.

1.6. References to a person are to be construed to include reference to corporations, firms, companies, partnerships, individuals, associations, states and administrative and governmental and other entities whether or not a separate legal entity.

1.7. References to any person are to be construed to include references to that person's successors, transferees and assigns whether direct or indirect.

1.8. References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

1.9. The words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words where a wider construction is possible.

1.10. The words “including” and “in particular” are to be construed as being by way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2. COVENANT TO PAY

2.1. The Chargor hereby covenants with the Agent that it will, in accordance with the Credit Agreement, pay and discharge its Obligations when due to the Agent and Lenders.

2.2. All sums payable by the Chargor under this Charge shall be paid without any set-off, counterclaim, withholding or deduction whatsoever unless required by law in which event the Chargor will simultaneously with making the relevant payment under this Charge pay to the Agent such additional amount as will result in the receipt by it of the full amount which would otherwise have been receivable.

3. CHARGE

To secure payment of all its Obligations, the Chargor as beneficial and legal owner hereby pledges, assigns and charges to the Agent for the benefit of the Secured Parties and hereby grants to the Agent for the benefit of the Secured Parties a security interest in the Charged Property.

4. DELIVERY OF CHARGED PROPERTY

4.1. The Chargor shall on the execution of this Charge deposit with the Agent all stock or share certificates or other instruments or documents of title to or representing or evidencing the Charged Property together with transfers of the Charged Property, in the form attached hereto as Schedule 2, duly completed and executed by the Chargor, or otherwise as the Agent may direct, with the name of the transferee, date and consideration left blank and other consents or waivers or any other document as the Agent may require to perfect its title in the Charged Property or to enable the Agent to vest the same in itself or its nominees or in any purchaser.

4.2. The Chargor shall upon the accrual, offer, issue or receipt of any Derivative Assets, deliver or pay to the Agent or procure the delivery or payment to the Agent of all such Derivative Assets or the stock or share certificates or other instruments or documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank and other consents or waivers as the Agent may require to enable the Agent to vest the same in itself or its nominees.

4.3. For so long as no Event of Default has occurred, the Agent will permit the Chargor to exercise all voting and other rights and powers attached to the Shares and Securities provided that such direction could not, in the reasonable opinion of the Agent, be reasonably expected to have a material adverse effect on the ability of the Chargor to perform its obligations hereunder or the ability of the Agent to enforce such obligations and is not otherwise inconsistent with this Charge. For the avoidance of doubt, unless and until and Event of Default has occurred and is continuing, the Chargor shall be entitled to receive and retain any dividends and/or other distributions of income or profit.

4.4. Without prejudice to anything else contained in this Charge the Chargor shall, at any time at the request of the Agent but at the cost of the Chargor, promptly sign, seal, execute, deliver and do all deeds, instruments, transfers, renunciations, proxies, notices, documents, acts and things in such form as the Agent may from time to time require for perfecting or protecting the security over the Charged Property or any part of it or for facilitating its realisation.

4.5. Upon notice of an Event of Default and during the continuance of an Event of Default, the Agent shall have the right, at any time in its discretion and without notice to the Chargor to transfer to or to register in the name of the Agent or any of its nominees any or all of the Charged Property. In addition, the Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Charged Property for certificates or instruments of small or larger denominations.

5. REPRESENTATIONS WARRANTIES AND COVENANTS BY THE CHARGOR

5.1. The Chargor hereby covenants with the Agent that:

5.1.1. it will, following an Event of Default which has occurred and is continuing, obtain the permission from the Exchange Control Authority of the Central Bank for the transfer of the Charged Shares used as security for the Obligations; and

5.1.2. it will, within 28 days of the date of this Charge, cause the security created under this Charge to be registered with the Barbados Registrar of Companies in accordance with the provisions of section 237 of the Companies Act, Cap. 308 of the laws of Barbados.

5.2. The Chargor represents and warrants to the Agent and undertakes that:

5.2.1. it is a Delaware corporation validly existing and has power and authority to own its assets and to conduct the business as it is at present being conducted;

5.2.2. it is the sole, absolute, legal and beneficial owner and the registered holder of the Charged Property as set forth (as varied from time to time) in Schedule 1 free from Encumbrances and will not create or attempt to create or permit to arise or subsist any other Encumbrance on or over the Charged Property;

5.2.3. except pursuant to a transaction permitted by the Credit Agreement, it has not sold, transferred, assigned or otherwise disposed of or agreed to sell, transfer, assign or otherwise dispose of or granted or agreed to grant any option in respect of all or any of its right, title and interest in and to the Charged Property or any part of it and will not do any of the foregoing at any time during the subsistence of this Charge;

5.2.4. the Shares and Securities are and will at all times be fully paid and non-assessable and there are and will be no monies or liabilities outstanding in respect of any of the Charged Property;

5.2.5. the Shares and Securities have been and will at all times be duly authorised and validly issued and are and will at all times be free from any restriction on transfer or rights of pre-emption;

5.2.6. the Shares and Securities constitute 65% of all of the issued and outstanding shares in the capital of Vincor;

5.2.7. it has and will at all times have the necessary power to enter into and perform its obligations under this Charge;

5.2.8. this Charge constitutes its legal, valid, binding and enforceable obligation and is a security over all and every part of the Charged Property effective in accordance with its terms and all filings and other actions necessary or desirable to perfect and protect such security interest and its priority have been, or will be, duly taken;

5.2.9. this Charge does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound;

5.2.10. all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect at all times during the subsistence of the security constituted by this Charge;

5.2.11. it will procure due compliance with its obligations in this Charge by all nominees in whose name or names any Charged Property is registered or holding any certificates or other documents of title relating to any Charged Property;

5.2.12. no consent of any other person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required either (i) for the grant by the Chargor of the security interest granted hereby, for the Charge by the Chargor of the Charged Property pursuant hereto or for the execution, delivery or performance of this Charge by the Chargor, (ii) for the perfection or maintenance of the Charge and security interest created hereby (including the first priority nature of such Charge, assignment or

security interest) or (iii) for the exercise by the Agent of its voting or other rights provided for in this Charge or the remedies in respect of the Charged Property pursuant to this Charge, except (a) as may be required in connection with the disposition of any portion of the Charged Property by laws affecting the offering and sale of securities generally, or (b) as have been duly obtained on or before the date hereof; and

5.2.13. the Chargor has the power to enter into, exercise its rights and perform and comply with its obligations under this Charge, and all necessary corporate and other action has been taken to authorize the execution, delivery and performance of this Charge and the transactions contemplated herein and such power and authority will remain in full force and effect at all times during the subsistence of the security constituted by this Charge;

5.3. The Chargor undertakes to the Agent to provide a copy of any report, accounts, circular or notice received in respect of or in connection with any of the Charged Property to the Agent forthwith upon the receipt by the Chargor.

5.4. The Chargor shall promptly pay all calls or other payments due and will discharge all other obligations in respect of any part of the Charged Property and if the Chargor fails to fulfill any such obligations the Agent may, but shall not be obliged to, make such payments and discharge such obligations on behalf of the Chargor in which event any sums so paid shall be reimbursed on demand by the Chargor to the Agent with interest thereon at the rate set out in the Credit Agreement from the date of payment by the Agent until repayment whether before or after judgment.

5.5. The Chargor shall indemnify the Agent and the Lenders and each of them on a full indemnity basis against calls or other payments relating to the Charged Property and any defect in the Chargor's title to the Charged Property and against all actions, proceedings, losses, costs (including legal fees and expenses), claims and demands suffered or incurred in respect of the Charged Property or anything done or omitted in any way relating to the Charged Property or in the exercise or purported exercise of the powers contained in this Charge by the Agent.

5.6. The Chargor shall not, except as expressly permitted by the Credit Agreement:

5.6.1. permit any person other than the Chargor to be registered as holder of the Charged Property, or any part thereof;

5.6.2. create or purport to create or permit to subsist any Encumbrance on or over the Charged Property, or any part thereof or interest therein;

5.6.3. sell, transfer or otherwise dispose of the Charged Property, or any part thereof or interest therein or attempt or agree so to do; or

5.6.4. do or cause or permit anything to be done which may adversely affect the security created or purported to be created by this Charge or which is a variation or abrogation of the rights attaching to or conferred by all or any part of the Charged Property without the prior written consent of the Agent and shall take such action as the Agent may in its discretion direct in relation to any proposed compromise, arrangement, reorganisation, conversion, repayment, offer or scheme of arrangement affecting all or any part of the Charged Property.

6. RIGHTS OF THE AGENT

6.1. The Agent may at its discretion on or after the occurrence of an Event of Default (in the name of the Chargor or otherwise and without any consent or authority on the part of the Chargor) exercise any voting rights and any powers or rights which may be exercised by the person or persons in whose name or names the Charged Property is registered.

6.2. Following the occurrence of an Event of Default (but not before) all dividends, loan payments, interest and other income forming part of the Charged Property shall, unless otherwise agreed between the Agent and the Chargor, be paid without any set-off or deduction whatsoever to an interest bearing suspense account and retained by the Agent until applied as hereinafter provided as part of the Charged Property and any such monies

which may be received by the Chargor shall, pending such payment, be held in trust for the Agent. For greater certainty, prior to the occurrence of an Event of Default, all cash dividends, loan payments, interest and other income forming part of the Charged Property shall be payable directly to the Chargor.

6.3. The powers conferred on the Agent by this Charge are solely to protect its interests in the Charged Property and shall not impose any duty on the Agent to exercise any such powers. The Agent shall not have any duty as to any Charged Property and shall incur no liability for:

6.3.1. ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Charged Property or the nature or sufficiency of any payment whether or not the Agent has or is deemed to have knowledge of such matters; or

6.3.2. taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Charged Property.

6.4. The Agent shall not be obliged to (a) perform any obligation of the Chargor; (b) make any payment; (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Charge, in respect of the Charged Property.

6.5. The Agent shall not be liable to account as mortgagee in possession in respect of all or any of the Charged Property and shall not be liable for any loss upon realisation or for any failure to present any interest coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Chargor of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Charged Property or for any negligence or default by its nominees or agents or for any other loss of any nature whatsoever in connection with the Charged Property.

6.6. The monies and liabilities intended to be hereby secured shall be limited for principal in accordance with the provisions of the Stamp Duty Act, Cap. 91 of the Laws of Barbados or any statutory modification thereof or substitution therefore subsisting from time to time during the currency of this security. The Agent shall be at liberty at any time and from time to time during the continuance of this security in its absolute discretion as it may think fit without reference to the Chargor, to increase the stamp duty already paid thereon to cover any existing or proposed increase in total indebtedness and liability of the Chargor to the Agent expressed to be secured hereunder in excess of the amount for which this Charge is currently stamped if the same is insufficiently stamped for such purpose, and all legal costs, charges and expenses incurred by the Agent in connection with such increase of stamp duty shall be deemed to be properly incurred by the Agent and shall be paid by the Chargor to the Agent.

7. RIGHTS AND OPTIONS

7.1. If the Charged Property is registered in the name of the Chargor, the Chargor shall:

7.1.1. notify the Agent before exercising any right or option in relation to any of the Charged Property and give to the Agent such information (including a copy of any notice received in relation to the Charged Property) as it may reasonably require in relation to the exercise of such right or option;

7.1.2. not exercise any right or option in relation to any of the Charged Property in a way that the Agent considers would lessen the value of the Agent's security; and

7.1.3. upon, during the continuance of, or following an Event of Default, exercise any such right or option in accordance with any written instruction given to the Chargor by the Agent provided that the Agent shall not be obliged to give such instruction and provided also that the instruction is received by the Chargor in sufficient time to allow the instruction to be implemented.

7.2. After the occurrence of and during the continuance of an Event of Default, the Agent or its nominees may exercise any such right or option as the Agent thinks fit.

8. FURTHER ASSURANCE

The Chargor shall at any time, if and when required by the Agent, execute such further legal or other charges or assignments in favour of the Agent as the Agent shall from time to time require over all or any of the Charged Property and all rights relating thereto both present and future (including any substituted securities and any vendor's lien) and any other transfers or documents the Agent may from time to time require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees to secure all Obligations and liabilities of the Chargor hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Charged Property or the exercise of the powers conferred on the Agent, such further charges or assignments to be prepared by or on behalf of the Agent at the cost of the Chargor, and to contain an immediate power of sale without notice, a clause excluding section 103, and the restrictions contained in section 111, of the Property Act, Cap. 236 of the Laws of Barbados (the "Property Act") and such other clauses for the benefit of the Agent as the Agent may reasonably require.

9. POWERS OF THE AGENT AND APPOINTMENT OF RECEIVER

9.1. At any time after the occurrence of and during the continuance of an Event of Default or if requested by the Chargor:

9.1.1. the Agent and any nominee of the Agent wheresoever situate may without further notice and without the restrictions contained in section 111 of the Property Act in respect of all or any of the Charged Property, exercise all the powers or rights which may be exercisable by the registered holder of the Charged Property and all other powers conferred on mortgagees by the Property Act as hereby varied or extended; and

9.1.2. any dividends, interest or other payments which may be received or receivable by the Agent or by any nominee in respect of any of the Charged Property may be applied by the Agent as though they were proceeds of sale.

9.2. Section 103 of the Property Act shall not apply to this security or to any security given to the Agent pursuant hereto.

9.3. In exercising the powers referred to in Clause 9.1 above, the Charged Property or any part thereof may be sold or disposed of at such times in such manner and generally on such commerically reasonable terms and conditions and for such consideration as the Agent may reasonably think fit. Any such sale or disposition may be for cash, debentures or other obligations, shares, stock securities or other valuable consideration and be payable immediately or by instalments spread over such period as the Agent shall reasonably think fit. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Agent to exercise any of the powers hereby conferred has arisen or not, or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

9.4. All money received by the Agent in the exercise of any powers conferred by this Charge shall, subject to the discharge of any prior–ranking claims permitted under the Credit Agreement, be applied in accordance with the provisions of the Credit Agreement.

9.5. The Chargor hereby covenants with the Agent on demand to pay all documented out-of-pocket costs, charges and expenses (including stamp duty, registration fees and other duties) incurred by the Agent or which it shall properly incur in or about the enforcement, preservation or attempted preservation of this security or of the Charged Property or any of them or in the exercise or purported exercise of any of the powers herein contained on a full indemnity basis with interest from the date of payment (both before and after judgment).

9.6. The Chargor hereby agrees fully to indemnify and hold harmless the Agent from and against all losses, actions, claims, expenses, demands and liabilities whether in contract, tort or otherwise and in respect of any other payments relating to the Charged Property now or hereafter incurred by it or by any nominee, correspondent, officer or employee of the Agent for whose liability act or omission it may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or

occasioned by any breach by the Chargor of any of its covenants or other Obligations of the Chargor to the Agent except as arising solely as a result of the Agent's gross negligence or wilful misconduct. The Chargor shall indemnify the Agent on demand and shall pay interest on the sums demanded at the rate aforesaid (both before and after judgment).

9.7. At any time after an Event of Defualt has occurred and is continuing and the Agent shall have demanded payment of any money in respect of the Obligations of the Chargor or the discharge of any of the Obligations of the Chargor or any other obligation or liability hereby secured or if requested by the Chargor the Agent may in writing under its common seal or under the hand of any authorized officer of the Agent appoint any person to be a receiver or receiver and manager of the Charged Property or any part thereof with power to authorise any joint receiver to exercise any power independently of any other joint receiver, and may from time to time fix his or their remuneration and may (subject to obtaining any necessary court order) remove any receiver so appointed and appoint another in his place. A receiver so appointed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and such receiver so appointed shall have all the powers conferred from time to time on receivers by statute and in the case of the powers conferred by the Property Act without the restrictions contained in Section 111 of the Property Act and in addition power on behalf and at the cost of the Chargor (notwithstanding liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property or any part thereof and in particular (but without limitation) any such receiver may:

9.7.1. take possession of, collect, get in and give receipts binding on the Chargor for all or any of the Charged Property, exercise in respect of the Charged Property all voting or other powers or rights available to a registered holder thereof in such manner as he may think fit and bring, defend or discontinue any proceedings or submit to arbitration in the name of the Chargor or otherwise as may seem expedient to him;

9.7.2. without the restrictions imposed by Section 111 of the Property Act or the need to observe any of the provisions of sections 109 and 110 of the Property Act, sell by public auction or private contract, let surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey or otherwise transfer or deal with such Charged Property in the name and on behalf of the Chargor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Chargor if he shall consider it necessary or expedient so to do. Any such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all moneys, obligations and liabilities hereby secured;

9.7.3. promote the formation of companies with a view to the same purchasing or otherwise acquiring interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments, secured or unsecured, as he may think fit;

9.7.4. make any arrangement or compromise, allow time for payment or enter into, abandon, cancel or disregard any contracts which he shall think expedient; and

9.7.5. sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realization of the Agent’s security and use the name of the Chargor for all the above purposes.

9.8. If this Charge is enforced at a time when no amount is due under the Loan Documents, but at a time when amounts may or will become due, the Agent (or the receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

10. DELEGATION

10.1. The Agent or any receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Charge.

10.2. Any such delegation may be made upon any terms (including power to sub-delegate) which the Agent or any receiver may think fit.

10.3. Neither the Agent nor any receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

11. ENFORCEMENT

11.1. At any time when an Event of Default has occurred and is continuing, the Agent may declare the Obligations of the Chargor (or such of them as the Agent may specify) due and payable or forthwith payable on demand.

11.2. If an Event of Default has occurred and is continuing, the security constituted by this Charge shall become immediately enforceable and the power of sale and other powers conferred by the Property Act, as varied or extended by this Charge, shall become immediately exercisable without the restrictions therein contained as to the giving of notice or otherwise.

11.3. The Agent may exercise any and all rights and remedies of the Chargor in respect of the Charged Property.

12. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Agent shall be concerned to enquire whether the Obligations of the Chargor have become payable or whether any power which the Agent is purporting to exercise has become exercisable or whether any

money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Agent. All the protection to purchasers contained in the Property Act shall apply to any person purchasing from or dealing with the Agent as if the Obligations of the Chargor had become due and the statutory power of sale in relation to the Charged Property had arisen on the date of this Charge.

13. POWER OF ATTORNEY

13.1. The Chargor by way of security irrevocably appoints the Agent to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor and in its name or otherwise and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, transfers, renunciations, proxies, notices, documents, acts and things which the Chargor may or ought to do under the covenants and provisions contained in this Charge and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the Property Act on the Agent and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper in the exercise of all or any of the powers, authorities or discretions conferred on the Agent pursuant to this Charge. The Agent confirms that unless an Event of Default has occurred and is continuing it will not exercise its rights under the power of attorney without first requesting the Chargor to execute or otherwise complete such document, and in the event that the Chargor fails to do so within a reasonable time to notify the Chargor of the Agent's intention to exercise its power to do so.

13.2. The Chargor ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 10.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Agent under this Charge.

14. DISCHARGE OF SECURITY

14.1. Except as set forth in clause (i) (i) of Article VIII of the Credit Agreement, the security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of its Obligations or any other matter or thing whatsoever including the insolvency, liquidation or administration of the Chargor and shall be binding until all the Obligations of the Chargor have been unconditionally and irrevocably paid and discharged in full and the Credit Agreement has been terminated.

14.2. Upon the irrevocable payment or discharge in full of the Chargor's Obligations and the termination of the Credit Agreement, the Agent will or will procure that its nominees will (as the case may be) at the request and cost of the Chargor return to the Chargor all the right, title and interest in or to the Charged Property freed from this Charge (including, but not limited to, the cancellation and distribution of the transfers delivered to the Agent pursuant to Clause 4 and, subject to Clause 11.3, the return of all stocks or share certificates or other documents of title to or representing the Charged Property).

15. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency binding on the Chargor and no release, settlement or discharge given or made by the Agent on the faith of any such assurance, security or payment shall prejudice or affect the right of the Agent to recover from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Charge to the full extent of the Chargor's Obligations.

16. CUSTODY

The Agent shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Agent or its nominees relating to the Shares and Securities and shall not be responsible for any loss of or damage to any such certificates or documents.

17. COSTS

The Chargor shall on demand and on a full indemnity basis pay to the Agent the amount of all costs and expenses and other liabilities (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Agent properly incurs in connection with:-

(a) the preparation, negotiation, execution and delivery of this Charge;

(b) any stamping or payment of stamp duty or registration of this Charge or any transfer of the Charged Property pursuant hereto;

(c) any actual or proposed amendment of or waiver or consent under or in connection with this Charge;

(d) any discharge or release of this Charge;

(e) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Charge; or

(f) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge, together with interest thereon at the rate set out in the Credit Agreement from the date of demand (or if earlier the date of payment by the Agent) until the date of payment by the Chargor whether before or after judgment.

18. COMMUNICATIONS

All notices, demands and other communications between the parties under this Charge shall be in writing (which may include telefacsimile) and shall be delivered or sent to the address or telefacsimile number shown below, or to such other address or telefacsimile number as either of the parties may by written notice to the other have designated for such purpose. Any such notice, demand or other communication shall be made in accordance with the Credit Agreement.

If to the Agent:

Bank of America, N.A.
Mail Code: IL4-135-05-41
135 South LaSalle Street
Chicago, Illinois 60603
U.S.A

Attention:	Angelo Martorana
Telephone:	312-828-7933
Telefax:	877-206-8415
Email:	angelo.m.martorana@baml.com

If to the Chargor:

Constellation Brands, Inc.
207 High Point Drive, Building. 100
Victor
New York 14564
U.S.A.

Attention:	David Klein
Telefax:	585-678-7108

19. CURRENCY INDEMNITY

If under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Chargor or the liquidation of the Chargor or without limitation for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the "payment currency") other than the currency in which such payment is expressed to be due under the Credit Agreement (the "contractual currency") then to the extent that the amount of such payment actually received by the Agent when converted into the contractual currency at the rate of exchange falls short of the amount due under or in connection with this Charge the Chargor as a separate and independent obligation shall indemnify and hold harmless the Lenders and each of them against the amount of such shortfall. For the purposes of this Clause "rate of exchange"

means the rate at which the Agent is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take into account (and the Chargor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

20. MISCELLANEOUS

20.1. No failure delay or omission on the part of the Agent in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge or that of any other right or remedy.

20.2. The Agent's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Agent deems expedient.

20.3. Any waiver by the Agent of any terms of this Charge or any consent or approval given by the Agent under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

20.4. The security constituted by this Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice or affect any Encumbrance which the Agent or the Lenders may now or at any time in the future hold for or in respect of the Chargor's Obligations or any part of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Agent in perfecting or enforcing any remedies, securities, guarantees or rights it may now or in the future have from or against the Chargor or any other person or any waiver, release, variation, act, omission, forbearance, unenforceability, indulgence or invalidity of any such remedy security guarantee or right.

20.5. If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

20.6. Any statement, certificate or determination of the Agent as to the Chargor's Obligations or without limitation any other matter provided for in this Charge shall in the absence of manifest error be prima facie evidence of such Obligations or other matter.

20.7. In the event of a conflict between a term of this Charge and a term of the Credit Agreement, the terms of the Credit Agreement shall prevail and this Charge shall continue in full force and effect as if the relevant term of the Credit Agreement had been incorporated into the Charge (*mutatis mutandis*) in place of such conflicting term.

21. LAW AND JURISDICTION

21.1. This Charge is governed by and shall be construed in accordance with the laws of Barbados.

21.2. Nothing contained in this Clause shall limit the right of the Agent to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).

21.3. The Chargor irrevocably waives any objection which it may have now or in the future to the courts of Barbados being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

22. TERMINATION

Upon the date of the payment in full in cash or discharge in full of all of the Chargor's Obligations (including accrued interest and any default interest) and the termination of the

Credit Agreement, all accrued fees and all other Obligations of the Chargor then payable, the Charge, assignment and security interest granted hereby shall terminate and all rights to the Charged Property shall revert to the Chargor. Upon any such termination, the Agent will, at the Chargor's expense, execute and deliver to the Chargor such documents as the Chargor shall reasonably request to evidence such termination.

23. COUNTERPARTS

This Charge may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF this Deed of Charge is executed as a deed by the Chargor and by the Agent the day and year first hereinbefore written.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED AS A DEED by an)
Authorized Signatory of)
CONSTELLATION BRANDS, INC.)

_____
Authorised Signatory

in the presence of:

_____
Notary Public

I of Notary Public in and for do hereby **CERTIFY** that on the day of personally appeared before me a male/female person who identified himself/herself to be the Authorized Signatory of **CONSTELLATION BRANDS, INC.** an executing party to the above written Deed and did in my presence sign the same as and for his/her voluntary act and deed.

IN TESTIMONY WHEREOF I have hereunto set and ascribed my name and affixed my seal of office this day of 2012.

EXECUTED BY BANK OF AMERICA, N.A. as Administrative Agent)
)
)

_____
Authorised Signatory

in the presence of:

_____
Notary Public

I, of Notary Public in and for do hereby **CERTIFY** that on the day of personally appeared before me a male/female person who identified himself/herself to be the Authorized Signatory of **BANK OF AMERICA N.A**. an executing party to the above written Deed and did in my presence sign the same as and for his/her voluntary act and deed.

IN TESTIMONY WHEREOF I have hereunto set and ascribed my name and affixed my seal of office this day of 2012.

SCHEDULE 1

Number of shares or Amount of stock	Description of stocks, shares, or other securities
136,065,969 shares represented by Certificate No. 10	Common shares in the capital of Vincor International IBC Inc.
66,905,056 shares represented by Certificate No. 12A	Common shares in the capital of Vincor International IBC Inc.
6,705,832 shares represented by Certificate No. 13A	Common shares in the capital of Vincor International IBC Inc.

SCHEDULE 2

VINCOR INTERNATIONAL IBC INC.
Company No. 14141

WE, **CONSTELLATION BRANDS, INC.,** a Delaware corporation existing under · having its registered office situate at·, (hereinafter called the "**Transferor**"), in consideration of the sum of [ ] paid by **BANK OF AMERICA, N.A.,** of ·, (hereinafter called the "**Transferee**")

Do hereby sell, assign, and transfer to the said Transferee [ ] common shares without nominal or par value in the capital of the**VINCOR INTERNATIONAL IBC INC.**, of The Grove, 21 Pine Road, Belleville, St. Michael,Barbados.

To hold unto the said Transferee, its Executors, Administrators, and Assigns subject to several conditions on which we held the same immediately before the execution hereof; and the said Transferee, do hereby agree to accept the said common shares subject to the conditions aforesaid.

As Witness our Hands this day of , 20

Signed
by the above named Transferor

Signed for and on behalf of
Vincor International IBC Inc.

in the presence of:-

Signature:
Address:)
Occupation:)
)
)

Name:
Designation:

CLAIM FOR EXEMPTION FROM AD VALOREM STAMP DUTY

(Section 24 of the International Business Companies Act)

I, the undersigned, [ ], of [ ], do hereby declare that:

i) Vincor International IBC Inc. (Company Number 14141) is an exempt International Business Company as defined by the International Business Companies Act;

ii) the transfer does not consist of real property or tangible personal property situated or held in Barbados.

Declared by [ ] at)
Bridgetown, Barbados this day)
of [ ])
20)

Before Me:

Justice of the Peace

EXHIBIT E

FORM OF BORROWING REQUEST

Date: ,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Constellation Brands, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swingline Lender and the Issuing Bank.

The undersigned hereby requests (select one):

☐ A Borrowing of [Revolving][Term A][Term A-1] Loans

☐ A conversion or continuation of [Revolving][Term A][Term A-1] Loans

1. On (a Business Day).
2. In the amount of
3. Comprised of
   [Type and Class of Loan requested]
4. For Eurodollar Loans: with an Interest Period of months[1].
5. To
   [Account Number]

[The Revolving Loan Borrowing requested herein complies with Section 2.01(c) of the Agreement][2]

[1] One, two, three or six months (or any period as may be agreed to by the Administrative Agent and all applicable Lenders, as elected by the Borrower).

[2] Include this sentence in the case of a Revolving Loan Borrowing.

The Borrower hereby represents and warrants that the conditions specified in Sections 4.02(a) and (b) shall be satisfied on and as of the date of the applicable Credit Event.[3]

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

[3] Include only when requesting a Borrowing, not when requesting a conversion or continuation.

EXHIBIT F

FORM OF SWINGLINE LOAN NOTICE

Date: ,

To: Bank of America, N.A., as Swingline Lender
Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Constellation Brands, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Bank.

The undersigned hereby requests a Swingline Loan:

1. On (a Business Day).

2. In the amount of $.[1]

The Swingline Loan Borrowing requested herein complies with the requirements of Section 2.04(a) of the Agreement.

[1] Minimum of $100,000.

The Borrower hereby represents and warrants that the conditions specified in Sections 4.02(a) and (b) shall be satisfied on and as of the date of the applicable Credit Event.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

EXHIBIT G

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: ,

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Constellation Brands, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Banks.

The undersigned Responsible Officer hereby certifies as of the date hereof that he/she is the of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Borrower, and that:

*[Use following paragraph 1 for fiscal **year-end** financial statements]*

1. The Borrower has delivered the year-end audited financial statements required by Section 5.01(a) of the Agreement for the fiscal year of the Borrower ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

*[Use following paragraph 1 for fiscal **quarter-end** financial statements]*

1. The Borrower has delivered the unaudited financial statements required by Section 5.01(b) of the Agreement for the fiscal quarter of the Borrower ended as of the above date. Such financial statements fairly present in all material respects the financial condition and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. A review of the activities and condition (financial or otherwise) of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed all its Obligations under the Loan Documents, and

[select one:]

[to the knowledge of the undersigned after reasonable inquiry, during such fiscal period the Borrower performed and observed each covenant and condition of the Loan Documents applicable to it, and no Default has occurred and is continuing.]

—or—

[to the knowledge of the undersigned after reasonable inquiry, during such fiscal period the following covenants or conditions have not been performed or observed and the following is a list of each such Default and its nature and status:]

3. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of , .

CONSTELLATION BRANDS, INC.
By: _____
Name:
Title:

For the Quarter/Year ended ("Statement Date")

SCHEDULE 1
to the Compliance Certificate

I. Section 6.09(a) – Consolidated Interest Coverage Ratio.[1]

A.	Consolidated EBITDA:	
1.	Consolidated Net Income	$
plus, without duplication, to the extent deducted in determining Consolidated Net Income:		
2.	interest expense,	
3.	expense and provision for taxes paid or accrued,	
4.	depreciation,	
5.	amortization (including amortization of intangibles),	
6.	non-cash charges recorded in respect of impairment of goodwill or long-term assets,	
7.	any other non-cash items (including non-cash costs or expenses in respect of impairments of goodwill, non-cash charges pursuant to any management equity plan and non-cash charges pursuant to SFAS 158) except to the extent representing an accrual for future cash outlays,	
8.	without duplication, income of any non-wholly-owned Subsidiaries and deductions attributable to minority interests,	
9.	extraordinary or unusual charges and expenses,	
10.	expenses incurred in connection with any Permitted Acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed, and including transaction expenses incurred in connection therewith),	

[1] Testing to begin with fiscal quarter ending May 31, 2012.

11.	any contingent or deferred payments (including earn-out payments, non-compete payments and consulting payments but excluding ongoing royalty payments) made in connection with any Permitted Acquisition:	
minus, to the extent included in Consolidated Net Income, the sum of:		
12.	any unusual, or extraordinary income or gains,	
13.	any other non-cash income (except to the extent representing an accrual for future cash income),	
14.	Consolidated EBITDA for four fiscal quarters ("Test Period")	$
B.	Consolidated Interest Expense:	
The sum, for the Borrower and its Consolidated Subsidiaries (determined on a consolidated basis in accordance with GAAP) of:		
1.	all interest in respect of Indebtedness (including the interest component of any payments in respect of Capital Lease Obligations) accrued during such period (whether or not actually paid during such period) determined after giving effect to the net amount paid (or received) under Swap Agreements relating to any such Indebtedness,	
minus, the sum of:		
2.	all interest income during such period,	
3.	to the extent included in clause (1) above, the amount of write-offs of deferred financing fees, expensing of bridge commitments and amounts paid on early terminations of Swap Agreements,	
4.	Consolidated Cash Interest Expense for Test Period:	$
C.	Consolidated Interest Coverage Ratio (Line I.A.14 ÷ Line I.B.4):	
D.	Covenant Requirement:	Greater than or equal to 2.50 to 1.0

II. Section 6.09(b) – Consolidated Net Leverage Ratio.[2]

A.	Consolidated Total Net Indebtedness:	$	
B.	Consolidated EBITDA (Line I.A.14 above):	$	
C.	Consolidated Leverage Ratio (Line II.A ÷ Line II.B):		to 1

Maximum permitted: 5.50 to 1.0

[2] Testing to begin with the fiscal quarter ending May 31, 2012.

[FORM OF]

U.S. TAX CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation(the "Company"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Banks. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Company with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Administrative Agent and (2) the undersigned shall have at all times furnished the Company and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF LENDER]

By: _____
Name:
Title:

Date: , 20[ ]

[FORM OF]
U.S. TAX CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation(the "Company"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Banks. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement, neither the undersigned nor any of its direct or indirect applicable partners/members is a bank within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect applicable partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect applicable partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Company with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each such partner's/member's beneficial owner that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Administrative Agent and (2) the undersigned shall have at all times furnished the Company and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF LENDER]

By: _____
Name:
Title:

Date: , 20[ ]

EXHIBIT H-3

[FORM OF]

U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation(the "Company"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Banks. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: , 20[ ]

[FORM OF]

U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Credit Agreement, dated as of May 3, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation(the "Company"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and Swingline Lender and the Issuing Banks. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect applicable partners/members is a bank within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect applicable partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect applicable partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each such partner's/member's beneficial owner that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: , 20[ ]

ANNEX B

GUARANTOR CONSENT AND REAFFIRMATION

August 8, 2012

Reference is made to Restatement Agreement, dated as of August 8, 2012 to the Credit Agreement dated as of May 3, 2012, among Borrower, the Lenders, JPMORGAN CHASE BANK, N.A., BARCLAYS BANK PLC., COBANK, ACB and COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH, as co-syndication agents (in such capacity, "**Co-Syndication Agents**"), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC, BARCLAYS BANK PLC, COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH and COBANK, ACB, as Joint Lead Arrangers and Joint Bookrunning Managers, COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH and COBANK, ACB, as Joint Lead Arrangers and Joint Bookrunning Managers for the Term A-1 Loans, BANK OF AMERICA, N.A., as swingline lender (in such capacity, "**Swingline Lender**"), as issuing bank (in such capacity, "**Issuing Bank**"), as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders (as amended, supplemented or otherwise modified from time to time through the date hereof, the "**Original Credit Agreement**"). Capitalized terms used but not otherwise defined in this Guarantor Consent and Reaffirmation (this "**Consent**") are used with the meanings attributed thereto in the Restatement Agreement.

Each Guarantor hereby consents to the execution, delivery and performance of the Restatement Agreement and agrees that each reference to the Original Credit Agreement in the Loan Documents shall, on and after the Restatement Effective Date, be deemed to be a reference to the Amended and Restated Credit Agreement.

Each Guarantor hereby acknowledges and agrees that, after giving effect to the Restatement Agreement, all of its respective obligations and liabilities under the Loan Documents to which it is a party, as such obligations and liabilities have been amended by the Restatement Agreement, are reaffirmed, and remain in full force and effect.

After giving effect to the Restatement Agreement, each Guarantor reaffirms each Lien granted by it to the Administrative Agent for the benefit of the Secured Parties under each of the Loan Documents to which it is a party, which Liens shall continue in full force and effect during the term of the Amended and Restated Credit Agreement, and shall continue to secure the Obligations (after giving effect to the Restatement Agreement), in each case, on and subject to the terms and conditions set forth in the Amended and Restated Credit Agreement and the other Loan Documents.

Nothing in this Consent shall create or otherwise give rise to any right to consent on the part of the Guarantors to the extent not required by the express terms of the Loan Documents.

This Consent is a Loan Document and shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Consent as of the date first set forth above.

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S. OPERATIONS, INC.
CONSTELLATION LEASING, LLC
CONSTELLATION TRADING COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: _____
Name:
Title:

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: _____
Name:
Title:

Exhibit 4.3

AMENDED AND RESTATED INTERIM LOAN AGREEMENT

dated as of

July 18, 2012

among

CONSTELLATION BRANDS, INC.,
as the Borrower,

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

The Lenders Party Hereto

and

JPMORGAN CHASE BANK, N.A.
and
COÖPERATIEVE CENTRALE
RAIFFEISEN - BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH,
as Co-Syndication Agents

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
J.P. MORGAN SECURITIES LLC
COÖPERATIEVE CENTRALE
RAIFFEISEN - BOERENLEENBANK, B.A.
"RABOBANK NEDERLAND," NEW YORK BRANCH
BARCLAYS BANK PLC
and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers and Joint Bookrunning Managers

and

BARCLAYS BANK PLC
and
WELLS FARGO BANK, N.A.,
as Co-Documentation Agents

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AMENDED AND RESTATED INTERIM LOAN AGREEMENT (this "Agreement") dated as of July 18, 2012 among CONSTELLATION BRANDS, INC., a Delaware corporation, the LENDERS party hereto, BANK OF AMERICA, N.A., as Administrative Agent and the other parties hereto.

PRELIMINARY STATEMENTS:

The Borrower is party to that certain Interim Loan Agreement dated as of June 28, 2012 (the "Original Interim Loan Agreement"), among the Borrower, the Administrative Agent and Bank of America, N.A. and JPMorgan Chase Bank, N.A., as Lenders. The parties to the Original Interim Loan Agreement amend and restate the Original Interim Loan Agreement in its entirety as set forth below:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Acquisition" means the acquisition by Constellation Beers Ltd. and Constellation Brands Beach Holdings, Inc., each a wholly owned subsidiary of the Borrower , of all of the outstanding equity interests of Crown Imports LLC that are not currently owned by Constellation Beers Ltd. in accordance with the terms of the Acquisition Agreement.

"Acquisition Agreement" means the Membership Interest Purchase Agreement, dated as of June 28, 2012, by and among Constellation Beers Ltd., Constellation Brands Beach Holdings, Inc., the Borrower and Anheuser-Busch InBev SA/NV.

"Act" has the meaning assigned in Section 9.13.

"Administrative Agent" means Bank of America, in its capacity as administrative agent for the Lenders hereunder, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth onSchedule 9.01 or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

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

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agency Fee Letter" means the administrative agency fee letter, dated as of June 28, 2012, between the Borrower and the Administrative Agent.

"Agent Parties" has the meaning assigned in Section 9.01(c).

"Agreement" has the meaning assigned in the preamble hereto.

"Applicable Rate" means, for any Loan for any period, 4.75% per annum (the "Initial Eurodollar Spread"); provided that the Initial Eurodollar Spread shall be increased by 0.50% per annum on the date that is three calendar months following the Closing Date and by an additional 0.50% per annum on each successive date falling three calendar months thereafter.

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

"Arrangers" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Cooperatieve Centrale Raiffeisen – Boerenleenbank, B.A. "RaboBank Nederland," New York Branch, Barclays Bank PLC and Wells Fargo Securities, LLC, in their capacities as joint lead arrangers and joint bookrunners under this Agreement.

"Asset Sale" means any Disposition of Property or series of related Dispositions of Property pursuant to clause (e)(iii), (j) or (k) of Section 6.10 which yields Net Cash Proceeds to the Borrower or any of its Subsidiaries in excess of $25,000,000 in the aggregate for any such Disposition or series of related Dispositions.

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

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04 of this Agreement), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Attributable Receivables Indebtedness" at any time shall mean the principal amount of Indebtedness which (i) if a Permitted Receivables Facility is structured as a secured lending agreement, would constitute the principal amount of such Indebtedness or (ii) if a Permitted Receivables Facility is structured as a purchase agreement, would be outstanding at such time under the Permitted Receivables Facility if the same were structured as a secured lending agreement rather than a purchase agreement.

"Bank Engagement Letter" means the Amended and Restated Credit Facilities Engagement Letter, dated as of July 18, 2012, by and among the Borrower, the Arrangers and the other parties thereto.

"Bank of America" means Bank of America, N.A. and its successors.

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

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means Constellation Brands, Inc., a Delaware corporation.

"Borrower Materials" has the meaning assigned in Section 5.01.

"Borrowing Request" means a request by the Borrower for a borrowing in accordance with Section 2.03.

"Bridge A Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Bridge A Loan to the Borrower on the Closing Date, as such commitment may be (a) reduced pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Bridge A Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of the Bridge A Commitments is $650,000,000.

"Bridge A Loans" means the loans made by the Lenders to the Borrower pursuant to Section 2.01(a).

"Bridge B Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Bridge B Loan to the Borrower on the Closing Date, as such commitment may be (a) reduced from time to time pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Bridge B Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of the Bridge B Commitments is $1,225,000,000.

"Bridge B Loans" means the loans made by the Lenders to the Borrower pursuant to Section 2.01(b).

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

"Capital Lease Obligations" of any Person means 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 as in effect on the date of this Agreement, and the amount of such obligations as of any date shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the date of this Agreement that would appear on a balance sheet of such Person prepared as of such date.

"Capital Markets Debt" means any debt securities or debt financing issued pursuant to an indenture, notes purchase agreement or similar financing arrangement (but excluding any credit agreement) whether offered pursuant to a registration statement under the Securities Act or under an exemption from the registration requirements of the Securities Act.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in the equity of such Person, including, without limitation, all common stock and preferred stock.

"Cash Equivalents" means:

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

(b) investments in commercial paper maturing within one year from the date of acquisition thereof and having, at such date of acquisition, a credit rating of at least "A-1" from S&P or "P-1" from Moody's;

(c) marketable short-term money market and similar securities having a rating of at least "A-2" from S&P or "P-2" from Moody's (or, if at the time neither S&P or Moody's shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within one year from the date of acquisition thereof;

(d) investments in certificates of deposit, bankers' acceptances, time deposits and eurodollar time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any office of (x) any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than U.S. $500,000,000 or (y) any Lender hereunder;

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

(f) money market funds that (i) (x) comply with the criteria set forth in the SEC's Rule 2a-7 under the Investment Company Act of 1940, as amended, and (y) substantially all of whose assets are invested in the types of assets described in clauses (a) through (e) of this definition or (ii) are issued or offered by any of the Lenders hereunder;

(g) foreign investments substantially comparable to any of the foregoing in connection with managing the cash of any Foreign Subsidiary;

(h) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an "A" rating from either S&P or Moody's with maturities of one year or less from the date of acquisition; and

(i) Investments with weighted average life to maturities of one year or less from the date of acquisition in money market funds rated "A" (or the equivalent thereof) or better by S&P or "A" (or the equivalent thereof) or better by Moody's and in each case in U.S. dollars.

"Cash Management Obligations" means obligations owed by the Borrower or any Subsidiary to any lender or any Affiliate of a lender under the Senior Secured Credit Agreement in respect of (1) any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds and (2) the Borrower's or any Subsidiary's participation in commercial (or purchasing) card programs at any such lender or Affiliate.

"Change in Control" means (a) the acquisition of beneficial ownership, directly or indirectly, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date of this Agreement) (other than the Permitted Holders), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower (provided that the Permitted Holders in the aggregate "beneficially own" (as so defined) Equity Interests having a lesser percentage of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower than such other Person or group and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Borrower) or (b) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Borrower (together with any new directors whose election to such Board or whose nomination for election by the shareholders of the Borrower was approved by a vote of 66 2/3% of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such Board of Directors then in office.

"Change in Law" means (a) the adoption of any law, treaty, rule or regulation after the date of this Agreement, (b) any change in any law, treaty, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.14(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Charges" has the meaning assigned to such term in Section 9.14.

"Class" when used in reference to any Loan, refers to whether such Loan is a Bridge A Loan or Bridge B Loan.

"Closing Date" means the date on which the conditions specified in Section 4.01 of this Agreement are satisfied.

"Co-Documentation Agents" means Barclays Bank PLC and Wells Fargo Bank, N.A.

"Co-Syndication Agents" means JPMorgan Chase Bank, N.A. and Cooperatieve Centrale Raiffeisen – Boerenleenbank, B.A. "RaboBank Nederland," New York Branch, in their capacities as co-syndication agents for the Loans.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitments" means the Bridge A Commitments and the Bridge B Commitments.

"Comparable Treasury Issue" means the United States Treasury security selected by the Administrative Agent as having a maturity nearest the Final Maturity Date.

"Consolidated Fixed Charge Coverage Ratio" of the Borrower means, for any period, the ratio of (a) the sum of Consolidated Net Income (Loss), Consolidated Interest Expense, Consolidated Income Tax Expense and Consolidated Non-cash Charges deducted in computing Consolidated Net Income (Loss) in each case, for such period, of the Borrower and its Subsidiaries on a Consolidated basis, all determined in accordance with GAAP and on a pro forma basis for any acquisition or disposition of a Subsidiary or line of business following the first day of such period and on or prior to the date of determination as if all such acquisitions and dispositions had occurred on the first day of such period to (b) the sum of Consolidated Interest Expense for such period and cash dividends paid on any of the Borrower's preferred stock and that of its Subsidiaries during such period; *provided* that (i) in making such computation, the Consolidated Interest Expense attributable to interest on any Funded Debt shall be computed on a pro forma basis for any incurrence or repayment of Funded Debt (other than Funded Debt under a revolving credit facility) following the first day of the applicable period and on or prior to the date of determination as if such incurrence or repayment had occurred on the first day of such period and Funded Debt, (A) bearing a floating interest rate, shall be computed as if the rate in effect on the date of computation had been the applicable rate for the entire period and (B) which was not outstanding during the period for which the computation is being made but which bears, at the option of the Borrower, a fixed or floating rate of interest, shall be computed by applying at the Borrower's option, either the fixed or floating rate and (ii) in making such computation, the Consolidated Interest Expense of the Borrower attributable to interest on any Funded Debt under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Funded Debt during the applicable period.

"Consolidated Income Tax Expense" means for any period, as applied to the Borrower, the provision for federal, state, local and foreign income taxes of the Borrower and its Subsidiaries for such period as determined in accordance with GAAP on a Consolidated basis.

"Consolidated Interest Expense" of the Borrower means, without duplication, for any period, the sum of (a) the interest expense of the Borrower and its Subsidiaries for such period, on a Consolidated basis, including, without limitation, (i) amortization of debt discount, (ii) the net cost under interest rate contracts (including amortization of discounts), (iii) the interest portion of any deferred payment obligation and (iv) accrued interest, plus (b) (i) the interest component of the Capital Lease Obligations paid, accrued and/or scheduled to be paid or accrued by the Borrower and its Subsidiaries during such period and (ii) all capitalized interest of the Borrower and its Subsidiaries, in each case as determined in accordance with GAAP on a Consolidated basis. Whenever pro forma effect is to be given to an acquisition or disposition of assets for the purpose of calculating the Consolidated Fixed Charge Coverage Ratio, the amount of Consolidated Interest Expense associated with any Funded Debt incurred in connection with such acquisition or disposition of assets shall be calculated on a pro forma basis in accordance with Regulation S-X, as in effect on the date of such calculation.

"Consolidated Net Income (Loss)" of the Borrower means, for any period, the Consolidated net income (or loss) of the Borrower and its Subsidiaries for such period as determined in accordance with GAAP on a Consolidated basis, adjusted, to the extent included in calculating such net income (loss), by excluding, without duplication: (i) all extraordinary gains or losses (less all fees and expenses relating thereto); (ii) the portion of net income (or loss) of the Borrower and its Subsidiaries allocable to minority interests in unconsolidated Persons to the extent that cash dividends or distributions have not actually been received by the Borrower or one of its Subsidiaries; (iii) any gain or loss, net of taxes, realized upon the termination of any employee pension benefit plan; (iv) net gains (but not losses) (less all fees and expenses relating thereto) in respect of dispositions of assets other than in the ordinary course of business; or (v) the net income of any Subsidiary to the extent that the declaration of dividends or similar distributions by that Subsidiary of that income is not at the time permitted, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to that Subsidiary or its stockholders. Whenever pro forma effect is to be given to an acquisition or disposition of assets for the purpose of calculating the Consolidated Fixed Charge Coverage Ratio, the amount of income or earnings related to such assets shall be calculated on a pro forma basis in accordance with Regulation S-X, as in effect on the date of such calculation.

"Consolidated Non-cash Charges" of the Borrower means, for any period, the aggregate depreciation, amortization and other non-cash charges of the Borrower and its Subsidiaries for such period, as determined in accordance with GAAP on a Consolidated basis (excluding any non-cash charge which requires an accrual or reserve for cash charges for any future period).

"Consolidated Subsidiaries" means Subsidiaries that would be consolidated with the Borrower in accordance with GAAP.

"Consolidated Tangible Assets" means, as at any date, the total assets of the Borrower and its Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) that would be shown as tangible assets on a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries after eliminating all amounts properly attributable to minority interests, if any, in the stock and surplus of Subsidiaries. For purposes hereof, "tangible assets" means all assets of the Borrower and its Consolidated Subsidiaries other than assets that should be classified as intangibles including goodwill, minority interests, research and development costs, trademarks, trade names, copyrights, patents and franchises, unamortized debt discount and expense, all reserves and any write-up in the book value of assets.

"Consolidation" means, with respect to any Person, the consolidation of the accounts of such Person and each of its Subsidiaries if and to the extent the accounts of such Person and each of its Subsidiaries would normally be consolidated with those of such Person, all in accordance with GAAP. The term "Consolidated" shall have a similar meaning.

"Control" means, with respect to any Person, the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

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

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

"Default Rate" has the meaning set forth in Section 2.12(c).

"Demand Failure Event" means that J.P.Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated have provided the Administrative Agent with a signed notice stating that a "Demand Failure Event" (as defined in the Fee Letter) has occurred.

"Disclosed Matters" means the matters disclosed in Schedule 3.06 on the date of the Original Interim Loan Agreement.

"Disposition" means, with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof, and the terms "Dispose" and "Disposed of" shall have correlative meanings, but excluding, licenses and leases entered into in the ordinary course of business or that are customarily entered into by companies in the same or similar lines of business.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control, public equity offering or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, public equity offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and except as permitted in clause (a) above), in whole or in part, (c) requires the scheduled payments of dividends in cash (for this purpose, dividends shall not be considered required if the issuer has the option to permit them to accrue, cumulate, accrete or increase in liquidation preference or if the Borrower has the option to pay such dividends solely in Qualified Equity Interests), or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Final Maturity Date.

"Dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary organized under the laws of the United States, any state thereof or the District of Columbia.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 9.04(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 9.04(b)(iii)).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, imposing liability or standards of conduct concerning protection of the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or the effect of Hazardous Materials on the environment or on health and safety.

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

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

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

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

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) with respect to any Plan, a failure to satisfy the minimum funding standard within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any of its ERISA Affiliates from any Plan or Multiemployer Plan or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; or (h) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar," when used in reference to any Loan, refers to whether such Loan is bearing interest at a rate determined by reference to the LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Exchange Note Trustee" means the trustee under the Exchange Notes Indenture which shall be Manufacturers and Traders Trust Company or another trust company selected by the Borrower and reasonably satisfactory to the Arrangers.

"Exchange Notes" has the meaning assigned to such term in Section 2.19(b).

"Exchange Notes Indenture" means the indenture to be entered into relating to the Exchange Notes, with terms and conditions consistent with those set forth onExhibit D and otherwise in form reasonably satisfactory to the Borrower and the Arrangers.

"Exchange Notes Registration Rights Agreement" means the registration rights agreement to be entered into relating to the Exchange Notes, with terms and conditions consistent with Exhibit D and otherwise in form reasonably satisfactory to the Borrower and the Arrangers.

"Exchange Notice" has the meaning assigned to such term in Section 2.19(a).

"Exchange Trigger Event" shall be deemed to have occurred on the first day after the Closing Date that the Administrative Agent shall have received Exchange Notices in accordance with Section 2.19(a) with respect to at least an aggregate of $50,000,000 principal amount of Loans.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party under any Loan Document, (a) any Tax imposed on such recipient's net income or profits (or any franchise Tax imposed in lieu of a Tax on net income or profits) by any jurisdiction as a result of such recipient being organized in or having its principal office or applicable lending office located in such jurisdiction or as a result of any other present or former connection with such jurisdiction (including as a result of such recipient carrying on a trade or business, having a permanent establishment or being a resident for tax purposes in such jurisdiction) other than any connection arising solely from such recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, and/or enforced, any Loan Documents, (b) any branch profits Taxes within the meaning of Section 884(a) of the Code, or any similar Tax, imposed by any jurisdiction described in clause (a) above, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.18), any U.S. federal withholding Tax that is imposed on amounts payable to such Foreign Lender pursuant to a Law in effect at the time such Foreign Lender

becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts from a Loan Party with respect to such withholding Tax pursuant to Section 2.16, (d) any withholding Tax that is attributable to a Lender's failure to comply with Section 2.16(d) and (e) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"Existing Senior Notes" means the Borrower's (a) $500,000,000 aggregate principal amount of 8.375% senior unsecured notes due 2014, (b) $700,000,000 aggregate principal amount of 7.250% senior unsecured notes due 2016, (c) $700,000,000 aggregate principal amount of 7.250% senior unsecured notes due 2017 and (d) $600,000,000 aggregate principal amount of 6.000% senior unsecured notes due 2022.

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

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

"Fee Letter" means the Amended and Restated Fee Letter, dated as of July 18, 2012, by and among the Borrower, the Arrangers and the other parties thereto.

"Final Maturity Date" means the date that is eight calendar years after the Closing Date.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of the Borrower.

"Foreign Disposition" has the meaning assigned to such term in Section 2.10(b)(iv).

"Foreign Lender" means any Lender that is not a "United States" person within the meaning of Section 7701(a)(30) of the Code.

"Foreign Subsidiary" means any direct or indirect Subsidiary of the Borrower that is not a Domestic Subsidiary.

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

"Funded Debt" means all Indebtedness for the repayment of money borrowed, whether or not evidenced by a bond, debenture, note or similar instrument or agreement, having a final maturity of more than 12 months after the date of its creation or having a final maturity of less than 12 months after the date of its creation but by its terms being renewable or extendible beyond 12 months after such date at the option of the Borrower. When determining "Funded Debt," Indebtedness will not be included if, on or prior to the final maturity of that Indebtedness, the Borrower has deposited the necessary funds for the payment, redemption or satisfaction of that Indebtedness in trust with the proper depositary.

"GAAP" means generally accepted accounting principles in the United States of America; provided that, the Borrower may, by written notice from a Financial Officer to the Administrative Agent and the Lenders, elect to change its financial accounting to IFRS and, in such case, unless the context otherwise requires (including pursuant to Section 1.03), all references to GAAP herein shall refer to IFRS.

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

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee 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, or portion thereof, in respect of which such Guarantee 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, unless such primary obligation or the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantee Agreement" means, collectively, the Guarantee Agreement, dated as of June 28, 2012, executed by the Guarantors party thereto and the Administrative Agent, together with each other supplement executed and delivered pursuant to Section 4.01 and/or Section 5.09.

"Guarantor" means (a) each Subsidiary that is a party to the Guarantee Agreement on the date of this Agreement and (b) each Subsidiary that becomes a party to the Guarantee Agreement after the date of this Agreement pursuant to Section 4.01, Section 5.09 or otherwise.

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

"IFRS" means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

"Immaterial Subsidiary" means, on any date, any Subsidiary (other than an Inactive Subsidiary) that did not account for more than (x) 1.0% of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) 1.0% of the Borrower's and its Consolidated Subsidiaries' consolidated sales for the most recently ended Test Period; provided that for purposes of Article III, if a specified condition exists or events occur with respect to Immaterial Subsidiaries (as determined above) that in the aggregate account for more than (x) 3.0% of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) 3.0% of the Borrower and its Consolidated Subsidiaries' consolidated sales for the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b), then such condition or event shall be deemed to exist or have occurred with respect to a Subsidiary that is not an Immaterial Subsidiary. Notwithstanding the foregoing, no Subsidiary that owns Equity Interests of a Subsidiary that is not an Immaterial Subsidiary shall itself be an Immaterial Subsidiary.

"Inactive Subsidiary" means, on any date, any Subsidiary that did not account for more than (x) $5,000,000 of Consolidated Tangible Assets as of the date of the most recent financial statements delivered pursuant to Section 5.01(a) or (b) or (y) $5,000,000 of the Borrower's and its Consolidated Subsidiaries' consolidated sales for the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b). Notwithstanding the foregoing, no Subsidiary that owns Equity Interests of a Subsidiary that is not an Inactive Subsidiary shall itself be an Inactive Subsidiary.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business, milestone payments incurred in connection with any investment or series of related investments, any earn-out obligation except to the extent such obligation is a liability on the balance sheet of such Person in accordance with GAAP at the time initially incurred and deferred or equity compensation arrangements payable to directors, officers or employees), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on Property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but limited to the fair market value of such Property (except to the extent otherwise provided in this definition), (f) all Guarantees by such Person of Indebtedness of others of a type described in any of clauses (a) through (e) above or (g) through (k) below, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) all obligations of such Person under any Swap Agreement (with the "principal" amount of any Swap Agreement on any date being equal to the early termination value thereof on such date) and (k) all Attributable Receivables Indebtedness. The Indebtedness of any Person shall (i) include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is expressly liable therefor as a result of such Person's ownership interest in or other relationship with such entity and pursuant to contractual arrangements, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor and (ii) exclude (A) customer deposits and advances and interest payable thereon in the ordinary course of business in accordance with customary trade terms and other obligations incurred in the ordinary course of business through credit on an open account basis customarily extended to such Person and (B) bona fide indemnification, purchase price adjustment, earn-outs, holdback and contingency payment obligations to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 60 days thereafter and included as Indebtedness of the Borrower.

"Indemnified Taxes" means all Taxes other than Excluded Taxes and Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b).

"Information" has the meaning specified in Section 9.12.

"Information Memorandum" means each Confidential Information Memorandum of the Borrower relating to the Loans.

"Initial Lenders" means Bank of America, N.A. and JPMorgan Chase Bank, N.A.

"Interest Payment Date" means, with respect to a Loan, (i) the last day of the Interest Period applicable to any Eurodollar Loan, (ii) a Demand Failure Event, (iii) following the Rollover Date or a Demand Failure Event, each date that is an integral multiple of six calendar months after the Rollover Date or such Demand Failure Event and (iv) the Final Maturity Date.

"Interest Period" means (i) initially, the period commencing on the Closing Date and ending on the numerically corresponding day in the calendar month that is three months thereafter and (ii) thereafter, each period commencing on the last day of the immediately preceding Interest Period and ending on the numerically corresponding day in the calendar month that is three months thereafter; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) any Interest Period that would end after the Rollover Date shall instead end on the Rollover Date.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person or (b) a loan, advance or capital contribution to, Guarantee of Indebtedness of, assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of Section 6.05, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"joint venture" means any Person (other than a wholly-owned Subsidiary) in which the Borrower or any Subsidiary owns Equity Interests representing at least a 9.99% economic interest in such Person and which Person is engaged in a business that is the same as or substantially similar to, related to, ancillary to or complimentary to, a line of business conducted by the Borrower or any of its Subsidiaries.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a Lender pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"LIBO Rate" means, for any Interest Period with respect to a Eurodollar Borrowing, the greater of (i) the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in Dollars (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period and (ii) 1.25% per annum. If the rate determined pursuant to clause (i) of the previous sentence is not available at such time for any reason, then the rate for purposes of clause (i) for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Loan being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch (or other Bank of America branch or Affiliate) to major banks in the London or other offshore interbank market for such currency at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; provided that if, prior to the commencement of an Interest Period, the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means for determining the LIBO Rate for such Interest Period do not exist, then for purposes of clause (i) of this definition the LIBO Rate for such Interest Period shall be equal to the Base Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period minus 1.00% *per annum.*

"Lien" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset (or any capital lease having substantially the same economic effect as any of the foregoing).

"Loan Documents" means this Agreement, the Guarantee Agreement, any promissory notes executed and delivered pursuant to Section 2.09(f) and any amendments, waivers, supplements or other modifications to any of the foregoing.

"Loan Parties" means the Borrower and the Guarantors.

"Loans" means the Bridge A Loans and Bridge B Loans.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Make-Whole Amount" means, at any time, the present value as determined by the Administrative Agent of all then remaining scheduled payments of interest on the Loans through the Final Maturity Date (excluding accrued and unpaid interest on the Loans on the date of repayment) discounted at the Treasury Rate plus 50 basis points.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, property or financial condition of the Borrower and the Subsidiaries taken as a whole or (b) the validity or enforceability of this Agreement or any and all other Loan Documents, or the rights and remedies of the Administrative Agent and the Lenders thereunder.

"Maximum Rate" has the meaning assigned to such term in Section 9.14.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

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

"Net Cash Proceeds" means, with respect to any Asset Sale, an amount equal to (i) the sum of cash and Cash Equivalents received in connection with such Asset Sale (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) less (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the Property subject to such Asset Sale and that is repaid in connection with such Asset Sale and the amount of Indebtedness that is repaid under the Senior Secured Credit Agreement (but in the case of the revolving Indebtedness, only to the extent there is a corresponding reduction in commitments), (B) the out-of-pocket expenses (including attorneys' fees, investment banking fees, accounting fees and other professional and transactional fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other expenses and brokerage, consultant and other commissions and fees) actually incurred by the Borrower or such Subsidiary in connection with such Asset Sale, (C) taxes paid or reasonably estimated to be actually payable in connection therewith, (D) any reserve for adjustment in accordance with GAAP in respect of (x) the sale price of such Property and (y) any liabilities associated with such Property and retained by the Borrower or any Subsidiary after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction and (E) the Borrower's reasonable estimate of payments required to be made with respect to unassumed liabilities relating to the Property involved within one year of such Asset Sale; provided that (x) in the case of Net Cash Proceeds of a Permitted Receivables Facility, to the extent the Borrower or any of its Subsidiaries receives proceeds of Attributable Receivables Indebtedness, the Net Cash Proceeds shall only include any principal amount of such Attributable Receivables Indebtedness in excess of the previously highest outstanding balance following the Closing Date, (y) "Net Cash Proceeds" shall include (i) any cash or Cash Equivalents received upon the Disposition of any non-cash consideration received by the Borrower or any Subsidiary in any such Asset Sale, (ii) an amount equal to any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (C) or (D) above at the time of such reversal and (iii) an amount equal to any estimated liabilities described in clause (E) above that have not been satisfied in cash within three hundred sixty-five (365) days after such Asset Sale and (z) in the case of any Asset Sale involving a joint venture, Net Cash Proceeds shall include such cash payments only to the extent distributed or otherwise transferred to the Borrower or any of its wholly-owned Subsidiaries.

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

"Obligations" means all Indebtedness (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and other monetary obligations of any of the Loan Parties to any of the Lenders, their Affiliates, the Arrangers, the Co-Syndication Agents, the Co-Documentation Agents or the Administrative Agent, individually or collectively, existing on the date of this Agreement or arising thereafter (direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured) arising or incurred under this Agreement or any of the other Loan Documents (including under any of the Loans made or reimbursement or other monetary obligations incurred or other instruments at any time evidencing any thereof), in each case whether now existing or hereafter arising, whether all such obligations arise or accrue before or after the commencement of any bankruptcy, insolvency or receivership proceedings (and whether or not such claims, interest, costs, expenses or fees are allowed or allowable in any such proceeding (including interest and fees which, but for the filing of a petition in bankruptcy with respect to any Loan Party, would have accrued on any Obligations, whether or not a claim is allowed against such Loan Party for such interest or fees in the related bankruptcy proceeding)).

"Original Interim Loan Agreement" has the meaning assigned in the preamble hereto.

"Other Taxes" means 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 under this Agreement or any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes imposed as a result of an assignment by a Lender other than an assignment made pursuant to Section 2.18 (an "Assignment Tax"), if such Assignment Tax is imposed as a result of any present or former connection of the assignor or assignee with the jurisdiction imposing such Assignment Tax (including as a result of such recipient carrying on a trade or business, having a permanent establishment or being a resident for tax purposes in such jurisdiction) other than any connection arising solely from such recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, and/or enforced, any Loan Documents.

"Overnight Rate" means, for any day, the greater of (i) the Federal Funds Effective Rate and (ii) an overnight rate determined by the Administrative Agent, in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning set forth in Section 9.04(d).

"Participant Register" has the meaning set forth in Section 9.04(d).

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

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes, assessments or other governmental charges that are not overdue for a period of more than thirty (30) days or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords', workmen's, suppliers' and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than ninety (90) days or are being contested in compliance with Section 5.04;

(c) (i) Liens, pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations or employment laws or to secure other public, statutory or regulatory obligations (including to support letters of

credit or bank guarantees) and (ii) Liens, pledges or deposits in the ordinary course of business securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing insurance to the Borrower or any Subsidiary;

(d) Liens or deposits to secure the performance of bids, trade contracts, governmental contracts, tenders, statutory bonds, leases, statutory obligations, surety, stay, appeal and replevin bonds, performance bonds, indemnity bonds, bonds to secure the payment of excise taxes or customs duties in connection with the sale or importation of goods and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case in the ordinary course of business;

(e) Liens in respect of judgments, decrees, attachments or awards that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, restrictions (including zoning restrictions), rights-of-way, covenants, licenses, encroachments, protrusions and similar encumbrances and minor title defects affecting real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(g) any interest or title of a lessor, sublessor, licensor or sublicensor under any lease, sublease, license or sublicense entered into by the Borrower or any other Subsidiary as a part of its business and covering only the assets so leased; and

(h) performance and return-of-money bonds, or in connection with the payment of the exercise price or withholding taxes in respect of the exercise, payment or vesting of stock appreciation rights, stock options, restricted stock, restricted stock units, performance share units or other stock-based awards, and other similar obligations;

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

"Permitted Holders" means (a) Marilyn Sands, her descendants (whether by blood or adoption), her descendants' spouses, her siblings, the descendants of her siblings (whether by blood or adoption), Hudson Ansley, Lindsay Caleo, William Caleo, Courtney Winslow, or Andrew Stern, or the estate of any of the foregoing Persons, or The Sands Family Foundation, Inc., (b) trusts which are for the benefit of any combination of the Persons described in clause (a), or any trust for the benefit of any such trust, or (c) partnerships, limited liability companies or any other entities which are controlled by any combination of the Persons described in clause (a), the estate of any such Persons, a trust referred to in the foregoing clause (b), or an entity that satisfies the conditions of this clause (c).

"Permitted Receivables Facility" means the receivables facility or facilities created under the Permitted Receivables Facility Documents, providing for the sale or pledge by the Borrower and/or one or more other Receivables Sellers of Permitted Receivables Facility Assets (thereby providing financing to the Borrower and the Receivables Sellers) to the Receivables Entity (either directly or through another Receivables Seller), which in turn shall sell or pledge interests in the respective Permitted Receivables Facility Assets to third-party lenders or investors pursuant to the Permitted Receivables Facility Documents (with the Receivables Entity permitted to issue notes or other evidences of Indebtedness secured by Permitted Receivables Facility Assets or investor certificates, purchased interest certificates or other similar documentation evidencing interests in the Permitted Receivables Facility Assets) in return for the cash used by the Receivables Entity to purchase the Permitted Receivables Facility Assets from the Borrower and/or the respective Receivables Sellers, in each case as more fully set forth in the Permitted Receivables Facility Documents.

"Permitted Receivables Facility Assets" means (i) Receivables (whether now existing or arising in the future) of the Borrower and its Subsidiaries which are transferred or pledged to the Receivables Entity pursuant to the Permitted Receivables Facility and any related Permitted Receivables Related Assets which are also so transferred or pledged to the Receivables Entity and all proceeds thereof and (ii) loans to the Borrower and its Subsidiaries secured by Receivables (whether now existing or arising in the future) and any Permitted Receivables Related Assets of the Borrower and its Subsidiaries which are made pursuant to the Permitted Receivables Facility.

"Permitted Receivables Facility Documents" means each of the documents and agreements entered into in connection with the Permitted Receivables Facility, including all documents and agreements relating to the issuance, funding and/or purchase of certificates and purchased interests, or the issuance of notes or other evidence of Indebtedness secured by such notes, all of which documents and agreements shall be in form and substance reasonably customary for transactions of this type, in each case as such documents and agreements may be amended, modified, supplemented, refinanced or replaced from time to time so long as (in the good faith determination of the Borrower) either (i) the terms as so amended, modified, supplemented, refinanced or replaced are reasonably customary for transactions of this type or (ii)(x) any such amendments, modifications, supplements, refinancings or replacements do not impose any conditions or requirements on the Borrower or any of its Subsidiaries that, taken as a whole, are more restrictive in any material respect than those in existence immediately prior to any such amendment, modification, supplement, refinancing or replacement as determined by the Borrower in good faith and (y) any such amendments, modifications, supplements, refinancings or replacements are not adverse in any material respect to the interests of the Lenders as determined by the Borrower in good faith.

"Permitted Receivables Related Assets" means any other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables similar to Receivables and any collections or proceeds of any of the foregoing.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any amendment, modification, refinancing, refunding, renewal, replacement or extension of any Indebtedness of such Person; provided that (a) 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, renewed, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal, replacement or extension, (b) other than with respect to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 6.01(e), such modification, refinancing, refunding, renewal, replacement or extension has a final maturity date equal to or later than the earlier of (x) the final maturity date of the Indebtedness so modified, refinanced, refunded, renewed, replaced or extended and (y) the date which is 91 days after the Final Maturity Date, (c) other than with respect to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 6.01(e), such modification, refinancing, refunding, renewal, replacement or extension has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended and (d) to the extent such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal, replacement or extension is subordinated in right of payment to the Obligations on terms, taken as a whole, at least as favorable to the Lenders (in the good faith determination of the Borrower) as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended.

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

"Plan" means any employee pension benefit 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, and in respect of which the Borrower 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.

"Platform" has the meaning assigned in Section 5.01.

"Principal Property" means, as of any date, any building, structure or other facility, together with the land upon which it is erected and any fixtures which are a part of the building, structure or other facility, used primarily for manufacturing, processing or production, in each case located in the United States of America, and owned or leased or to be owned or leased by the Borrower or any of its Subsidiaries, and in each case the net book value of which as of that date exceeds 2% of the Borrower's Consolidated Tangible Assets as shown on the consolidated

balance sheet contained in the Borrower's latest filing with the SEC, other than any such land, building, structure or other facility or portion thereof which is a pollution control facility, or which, in the opinion of the Board of Directors of the Borrower, is not of material importance to the total business conducted by the Borrower and its Subsidiaries, considered as one enterprise.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Equity Interests.

"Public Lender" has the meaning assigned in Section 5.01.

"Qualified Equity Interests" means Equity Interests of the Borrower other than Disqualified Equity Interests.

"Qualified Replacement Lender" means each of Barclays Bank PLC, BMO Harris Financing, Inc., The Bank of Tokyo-Mitsubishi UFJ, LTD., Citibank, N.A., CoBank, ACB, Credit Suisse AG, Cayman Islands Branch, Goldman Sachs Bank USA, HSBC Bank USA, National Association, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, Morgan Stanley Senior Funding, Inc., Royal Bank of Scotland plc, Sumitomo Mitsui Banking Corp., TD Bank, N.A. and Wells Fargo Bank, N.A. and any Affiliate of any of the foregoing.

"Receivables" means all accounts receivable and property relating thereto (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance).

"Receivables Entity" means a wholly-owned Subsidiary of the Borrower which engages in no activities other than in connection with the financing of Receivables of the Receivables Sellers and which is designated (as provided below) as the "Receivables Entity" (a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Borrower or any other Subsidiary of the Borrower (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness)) pursuant to Standard Securitization Undertakings, (ii) is recourse to or obligates the Borrower or any other Subsidiary of the Borrower in any way (other than pursuant to Standard Securitization Undertakings) or (iii) subjects any property or asset of the Borrower or any other Subsidiary of the Borrower, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings, (b) with which neither the Borrower nor any of its Subsidiaries has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables Facility Documents (including with respect to fees payable in the ordinary course of business in connection with the servicing of accounts receivable and related assets)) on terms less favorable to the Borrower or such Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Borrower (as determined by the Borrower in good faith), and (c) to which neither the Borrower nor any other Subsidiary of the Borrower has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation shall be evidenced to the Administrative Agent by filing with the Administrative Agent an officer's certificate of the Borrower certifying that, to the best of such officer's knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions.

"Receivables Sellers" means the Borrower and those Subsidiaries (other than Receivables Entities) that are from time to time party to the Permitted Receivables Facility Documents.

"Register" has the meaning set forth in Section 9.04(c).

"Regulation S-X" means Regulation S-X under the Securities Act.

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

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Material into the environment, including the abandonment, discarding, burying or disposal of barrels, containers or other receptacles containing any Hazardous Material.

"Required Lenders" means, at any time, Lenders holding Commitments and Loans representing more than 50% of the aggregate principal amount of Commitments and Loans outstanding at such time.

"Responsible Officer" means the chief executive officer, president, any vice president, chief financial officer, treasurer, assistant treasurer or controller of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payments" means any dividend or other distribution, whether in cash, securities or other property (other than any such dividend or other distribution payable solely with Qualified Equity Interests), with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment, whether in cash, securities or other property (other than any such payment solely with Qualified Equity Interests), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any Subsidiary.

"Rollover Date" means the date that is one calendar year after the Closing Date (or, if such day is not a Business Day, the preceding Business Day).

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

"Sale and Leaseback Transaction" means any transaction or series of related transactions pursuant to which the Borrower or a Subsidiary sells or transfers any property or asset in connection with the leasing, or the resale against installment payments, of such property or asset to the seller or transferor.

"SEC" means the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority succeeding to any of its principal functions.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Senior Secured Credit Agreement" means that certain credit agreement, dated as of May 3, 2012, among the Borrower, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other parties thereto as amended, restated, modified, supplemented, substituted, replaced, renewed or refinanced from time to time, including any agreement or agreements extending the maturity of, or refinancing all or any portion of the Indebtedness under such agreement, and any successor or replacement agreement or agreements with the same or any other borrowers, agents, creditors, lenders or group of creditors or lenders.

"Significant Subsidiary" means any Subsidiary (or group of Subsidiaries that a specified condition relates to) that is (or would be on a combined basis) (i) whose revenues exceed 10% of the total Consolidated revenues of the Company or (ii) whose net worth exceeds 10% of the total stockholders' equity of the Company, in each case as of the end of the most recent fiscal year.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they become absolute and matured and (d) such Person is not engaged in any business, as conducted on such date and as proposed to be conducted following such date, for which such

Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Indebtedness" means (i) the Existing Senior Notes, (ii) any Indebtedness incurred in reliance on Section 6.01(p) and (iii) any Indebtedness that is expressly subordinated in right of payment to the Obligations.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Borrower or any Subsidiary thereof in connection with the Permitted Receivables Facility which are reasonably customary in an accounts receivable financing transaction.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the ordinary voting power for the election of directors or other governing body are at the time beneficially owned, directly or indirectly, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

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

"Taxes" means any and all present or future taxes, levies, imposts, duties, assessments, deductions, charges or withholdings of any nature and whatever called, imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" means the period of four fiscal quarters of the Borrower ending on a specified date.

"Total Cap" shall have the meaning given such term by the Fee Letter.

"Transactions" means the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans on the Closing Date (and any other Indebtedness incurred by the Borrower to fund the Acquisition) and the consummation of the Acquisition and the other transactions contemplated by the Acquisition Agreement to occur on the date of the Acquisition.

"Treasury Rate" means, with respect to any prepayment date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield-to-maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the average, as determined by the Administrative Agent, of the bid and asked prices for the Comparable Treasury Issue quoted by the Arrangers or one or more other primary treasury dealers (expressed in each case as a percentage of its principal amount) at 5:00 p.m., New York City time, on the third Business Day preceding such prepayment date. The Treasury Rate will be calculated on the third Business Day preceding the prepayment date.

"Uniform Commercial Code" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"U.S. Lender" means any Lender that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Indebtedness into (b) the sum of the total of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required payment of principal including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

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

"wholly-owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly-owned Subsidiaries of such Person.

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, refinanced, restated, replaced or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.03. Accounting Terms; GAAP.

(a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, (i) if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date of this Agreement in GAAP (including as a result of the adoption of IFRS) or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP (including as a result of the adoption of IFRS) or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) notwithstanding anything in GAAP to the contrary, for purposes of all financial calculations hereunder, the amount of any Indebtedness outstanding at any time shall be the stated principal amount thereof (except to the extent such Indebtedness provides by its terms for the accretion of principal, in which case the amount of such Indebtedness at any time shall be its accreted amount at such time).

SECTION 1.04. Payments on Business Days. When the payment of any Obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, with respect to any payment of interest on or principal of Eurodollar Loans, if such extension would cause any such payment to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

SECTION 1.05. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

SECTION 1.06. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.07. Rules of Construction. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

SECTION 1.08. Effect of Restatement This Agreement shall amend and restate the Original Interim Loan Agreement in its entirety, with the parties hereby agreeing that there is no novation of the Original Interim Loan Agreement and from and after the effectiveness of this Agreement, the rights and obligations of the parties under the Original Interim Loan Agreement shall be subsumed and governed by this Agreement. From and after the effectiveness of this Agreement, the Commitments under the Original Interim Loan Agreement shall no longer be in effect and thereafter only Commitments under this Agreement shall be outstanding until otherwise terminated in accordance with the terms hereof.

ARTICLE II

The Loans

SECTION 2.01. Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender with a Bridge A Commitment severally agrees to make a loan (a "Bridge A Loan") on the Closing Date to the Borrower in Dollars by making immediately available funds to the Administrative Agent's account not later than the time specified by the Administrative Agent, in an amount of up to the Bridge A Commitment of such Lender. Amounts repaid in respect of Bridge A Loans may not be reborrowed.

(b) Subject to the terms and conditions set forth herein, each Lender with a Bridge B Commitment severally agrees to make a loan (a "Bridge B Loan") on the Closing Date to the Borrower in Dollars by making immediately available funds to the Administrative Agent's account not later than the time specified by the Administrative Agent, in an amount of up to the Bridge B Commitment of such Lender. Amounts repaid in respect of Bridge B Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. The Loans shall be made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

SECTION 2.03. Requests for Borrowings. To request a borrowing of Loans on the Closing Date, the Borrower shall notify the Administrative Agent of such request, which may be given by telephone, not later than 11:00 a.m. three Business Days prior to the Closing Date. Each Borrowing Request shall be irrevocable and, in the case of a telephonic Borrowing Request, shall be confirmed promptly by hand delivery or telecopy or transmission by electronic communication in accordance with Section 9.01(b) to the Administrative Agent of a written Borrowing Request in a form attached hereto as Exhibit E and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the Class or Classes of Loans to which such Borrowing Request relates;

(ii) the aggregate amount of requested Loans of each Class;

(iii) the Closing Date, which shall be a Business Day; and

(iv) the location and number of the Borrower's account to which funds are to be disbursed, which shall be an account reasonably satisfactory to the Administrative Agent.

Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested borrowing.

SECTION 2.04. [Reserved].

SECTION 2.05. [Reserved].

SECTION 2.06. Funding of Loans.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's pro rata share of the Loan requested pursuant to Section 2.03 (based on the amount of such Lender's Commitment as a percentage of the aggregate Commitments of the applicable Class).

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the Closing Date that such Lender will not make available to the Administrative Agent such Lender's share of such borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with clause (a) of this Section and may, in reliance upon such assumption in its sole discretion, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its Loan available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Overnight Rate or (ii) in the case of the Borrower, the interest rate applicable to Base Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan.

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

SECTION 2.07. [Reserved].

SECTION 2.08. Termination and Reduction of Commitments. Each Commitment shall automatically terminate upon the making of the Loan on the Closing Date pursuant to such Commitment pursuant to Section 2.01. In addition, all Commitments shall expire on the earliest of (a) 5:00 p. m., New York City time, on December 30, 2013 unless the Closing Date occurs on or prior to such date, (b) the date of consummation of the Acquisition without any borrowing under such Commitment and (c) the termination of the Acquisition Agreement prior to the closing of the Acquisition. The Bridge A Commitments shall be automatically reduced on the Closing Date by the amount of the first $650,000,000 of proceeds from any debt securities issued by the Borrower after the date of this Agreement that are actually applied to pay a portion of the consideration payable under the Acquisition Agreement on the Closing Date and the Bridge B Commitments shall be reduced by the amount of any other cash that is actually utilized on the Closing Date to fund a portion of the consideration payable under the Acquisition Agreement (with any such reduction being applied on a pro rata basis to the Commitment of each Lender of the applicable Class).

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Final Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the amount of any Loan exchanged for Exchange Notes pursuant to Section 2.19 of this Agreement and (iv) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

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

(e) Any Lender may request that Loans made by it be evidenced by promissory notes. In such event, the Borrower shall prepare, execute and deliver to such Lender promissory notes payable to such Lender and its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory notes and interest thereon shall at all times (including after assignment pursuant to Section 9.04 of this Agreement) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

SECTION 2.10. Prepayment of Loans.

(a) Optional Prepayments. (i) The Borrower shall have the right at any time and from time to time to prepay the Loans in whole or in part, without premium or penalty, subject to prior notice in accordance with clause (a)(ii) of this Section; provided that if a Demand Failure Event has occurred such prepayment shall be accompanied by a premium equal to the Make-Whole Amount.

(ii) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy or transmission by electronic communication in accordance with Section 9.01(b)) of any prepayment hereunder not later than 2:00 p.m., New York City time, three (3) Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Loan or portion thereof to be prepaid; provided that any notice of prepayment in connection with a refinancing of the Loans may be conditioned upon consummation of any proposed financing transaction in connection therewith. Each prepayment of Loans pursuant to this Section 2.10(a) shall be applied ratably to the Loans; provided that, at the Arrangers' option (notified in writing to the Administrative Agent prior to the date of such prepayment), (i) any prepayment of Loans pursuant to this Section 2.10(a) with the proceeds of borrowings under the Senior Secured Credit Agreement shall

be applied (x) first, to repayment of the Bridge B Loans until all outstanding Bridge B Loans have been paid in full and (y) thereafter, to repayment of the Bridge A Loans and (ii) to the extent any prepayment of Loans is to occur from the proceeds of debt securities or other Indebtedness of the Borrower or any of its Subsidiaries and a Lender or Participant has purchased such debt securities or other Indebtedness, an amount of up to the amount of such proceeds attributable to the amount of debt securities or other Indebtedness purchased by such Lender or Participant may first be directed solely to the Loans of such Lender or the Loans that are subject to a participation by such Participant prior to being applied to any other Loans. Prepayments pursuant to this Section 2.10(a) shall be accompanied by (i) accrued interest to the extent required by Section 2.12 and (ii) break funding payments pursuant to Section 2.15.

(b) Mandatory Prepayments.

(i) (a) Until the Rollover Date, if the Borrower or any Subsidiary receives any Net Cash Proceeds from any Asset Sale, the Borrower shall offer to prepay Loans in an amount equal to 100% of such Net Cash Proceeds (in the case of an Asset Sale by a Foreign Subsidiary, net of additional taxes payable (or that would be payable if the Net Cash Proceeds were repatriated to the United States) or reserved against as a result thereof) in accordance with Section 2.10(b)(v) on or prior to the date which is ten (10) Business Days after the date of the realization or receipt of such Net Cash Proceeds; provided that no such offer to make a prepayment shall be required pursuant to this Section 2.10(b)(i)(A) with respect to such Net Cash Proceeds that the Borrower shall reinvest in accordance with Section 2.10(b)(i)(B).

(b) With respect to any Net Cash Proceeds realized or received with respect to any Asset Sale, at the option of the Borrower the Borrower may reinvest all or any portion of such Net Cash Proceeds in assets useful for the Borrower's or a Subsidiary's business within twelve (12) months following receipt of such Net Cash Proceeds; provided that any such Net Cash Proceeds that are not so reinvested within the applicable time period set forth above shall be applied as set forth in Section 2.10(b)(i)(A) within five (5) Business Days after the end of the applicable time period set forth above.

(ii) If a Change in Control occurs, the Borrower shall offer to prepay all Loans within 30 days following the date of such Change in Control.

(iii) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Loans required to be made pursuant to clause (i) of this Section 2.10(b) at least three (3) Business Days prior to the date of such prepayment and or any prepayment pursuant to clause (iii) of this Section 2.10(c) at least ten (10) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender of the contents of the Borrower's prepayment notice and of such Lender's pro rata share of the prepayment.

(iv) Notwithstanding any other provisions of this Section 2.10(b) to the contrary, to the extent that any or all the Net Cash Proceeds of any Asset Sale by a Foreign Subsidiary giving rise to a prepayment event pursuant to Section 2.10(b)(i) (a "Foreign Disposition") are prohibited or delayed by applicable local Law from being repatriated to the United States, the portion of such Net Cash Proceeds so affected will not be required to be applied to offer to repay Loans at the times provided in this Section 2.10(b) but may be retained by the applicable Foreign Subsidiary so long, but only so long, as applicable Law will not permit or delays repatriation to the United States (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all actions reasonably required by the applicable Law to permit such repatriation), and once such repatriation of any of such affected Net Cash Proceeds is permitted under the applicable Law, such repatriation will be promptly effected and such repatriated Net Cash Proceeds will be promptly (and in any event not later than five (5) Business Days after such repatriation) applied (net of additional taxes payable or reserved against as a result thereof) to the repayment of the Loans pursuant to this Section 2.10(b) to the extent provided herein; provided, however, that to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Disposition would have material adverse tax consequences, the Net Cash Proceeds so affected may be retained by the applicable Foreign Subsidiary, provided that, in the case of this clause (ii), on or before the date 12 months following the date of receipt of such Net Cash Proceeds, (x) the Borrower shall apply an amount equal to 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 that would be payable if the Net Cash Proceeds were repatriated to the United States) or reserved against if such Net Cash Proceeds had been repatriated or (y) such Net Cash Proceeds shall be applied to the repayment of Indebtedness of a Foreign Subsidiary.

(v) Each prepayment of Loans pursuant to this Section 2.10(b) shall be offered to the Lenders on a pro rata basis pursuant to procedures satisfactory to the Administrative Agent (it being understood that any Lender may decline to participate in any such prepayment).

(vi) Any prepayment of Loans pursuant to this Section 2.10(b) shall be accompanied by (i) accrued interest to the extent required by Section 2.12, (ii) break funding payments to the extent required by Section 2.15 and (iii) in the case of a prepayment pursuant to Section 2.10(b)(ii) following the occurrence of a Demand Failure Event, a premium equal to 1% of the principal amount of the Loans prepaid.

SECTION 2.11. Fees.

The Borrower agrees to pay all fees required to be paid by it in connection with this Agreement as separately agreed in writing by the Borrower, any Arranger and/or the Administrative Agent and/or any Lender at the times set forth therein.

SECTION 2.12. Interest.

(a) Until the earlier to occur of the Rollover Date and a Demand Failure Event, the Loans shall bear interest at a rate *per annum* equal to the lesser of (i) the LIBO Rate for the Interest Period in effect plus the Applicable Rate at such time and (ii) the Total Cap.

(b) From and after the earliest to occur of the Rollover Date and a Demand Failure Event, the Loans shall bear interest at a rate *per annum* equal to the Total Cap at such time.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding clauses of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to Loans (the "Default Rate").

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to clause (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the case of any Loan exchanged for an Exchange Note other than on an Interest Payment Date, on such date of exchange.

(e) All interest hereunder shall be computed on the basis of a year of 360 days and the actual number of days elapsed (or, from and after the occurrence of the Rollover Date or a Demand Failure Event, on the basis of a year of 360 days consisting of 12 months of 30 days). The applicable LIBO Rate shall be determined by the Administrative Agent in accordance with the provisions of this Agreement, and such determination shall be conclusive absent manifest error.

SECTION 2.13. [Reserved].

SECTION 2.14. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender;

(ii) subject a Lender (or its applicable lending office) to any additional Tax (other than any Excluded Taxes, or any Other Taxes or Indemnified Taxes indemnified under Section 2.16) with respect to any Loan Document; or

(iii) impose on any Lender or the London interbank market any other condition affecting this Agreement or Loans made by such Lender or any participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan or of maintaining its obligation to make any such Loan or to increase the cost to such Lender or to reduce the amount of any sum received or receivable by such Lender hereunder, whether of principal, interest or otherwise, in each case by an amount deemed by such Lender to be material in the context of its making of, and participation in, extensions of credit under this Agreement, then, upon the request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

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

(c) A certificate of a Lender setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in clause (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days (or such later date as may be agreed by the applicable Lender) after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 135 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 135-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.15. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.10), (b) the failure to prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked) or (c) the assignment of any Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense (excluding loss of anticipated profit) attributable to such event. Such loss, cost or expense to any Lender may be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the LIBO Rate that would have been applicable to such Loan (and excluding any Applicable Rate), for the period from the date of such event to the last day of the then current Interest Period therefor, over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant currency of a comparable amount and period from other banks in the eurocurrency market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days (or such later date as may be agreed by the applicable Lender) after receipt thereof.

SECTION 2.16. Taxes.

(a) All sums payable by any Loan Party under any Loan Document to the Administrative Agent or any Lender shall be made free and clear of and without deduction for any Taxes, unless required by applicable Laws.

(b) If any Loan Party or any other applicable withholding agent shall be required by Law to deduct any Taxes from or in respect of any sum payable under any Loan Document, then (i) the applicable Loan Party or other applicable withholding agent shall make such deductions and pay to the relevant Governmental Authority any such Tax before the date on which penalties attach thereto in accordance with applicable Law, (ii) if the Tax in question is an Indemnified Tax or an Other Tax, the sum payable by the applicable Loan Party to such Lender or Administrative Agent (as applicable) shall be increased by such Loan Party as necessary so that after all required deductions have been made (including deductions applicable to additional sums payable under this Section 2.16) the Lender or Administrative Agent receives an amount equal to the sum it would have received had no such deductions been made, (iii) within thirty days after paying any sum from which it is required by Law to make any deduction, and within thirty days after the due date of payment of any Tax which it is required by clause (i) above to pay, the Loan Party making such payments shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(c) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(d) Each Lender shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any documentation prescribed by Laws or reasonably requested by the Borrower or the Administrative Agent certifying as to any entitlement of such Lender to an exemption from, or reduction in, any applicable withholding Tax with respect to any payments to be made to such Lender under any Loan Document. Each such Lender shall, whenever a lapse in time or change in circumstances renders any such documentation (including any specific documentation required below in this Section 2.16(d)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so.

Without limiting the foregoing:

(1) Each U.S. Lender shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed original copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding.

(2) Each Foreign Lender shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement whichever of the following is applicable:

(A) two properly completed and duly signed original copies of IRS Form W-8BEN (or any successor forms) claiming eligibility for the applicable benefits of an income tax treaty to which the United States is a party, and such other documentation as required under the Code,

(B) two properly completed and duly signed original copies of IRS Form W-8ECI (or any successor forms),

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (A) two properly completed and duly signed certificates substantially in the form of Exhibit F-1, F-2, F-3 or F-4, as applicable (any such certificate, a "United States Tax Compliance Certificate") and (B) two properly completed and duly signed original copies of IRS Form W-8BEN (or any successor forms),

(D) to the extent a Foreign Lender is not the beneficial owner (for example, where the Foreign Lender is a partnership or a participating Lender), IRS Form W-8IMY (or any successor forms) of the Foreign Lender, accompanied by a Form W-8ECI, W-8BEN, United States Tax Compliance Certificate, Form W-9, Form W-8IMY or any other required information (or any successor forms) from each beneficial owner that would be required under this Section 2.16(d) if such beneficial owner were a Lender, as applicable (provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more beneficial owners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Foreign Lender on behalf of such beneficial owners), or

(E) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, United States federal withholding Tax on any payments to such Lender under the Loan Documents.

(3) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and, if necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (3), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Notwithstanding any other provision of this Section 2.16(d), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(e) The Loan Parties shall, jointly and severally, indemnify the Administrative Agent or a Lender (each a "Tax Indemnitee"), within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes paid or payable by the Tax Indemnitee on or with respect to any payment by or on account of any obligation of any Loan Party under any Loan Document, and any Other Taxes paid or payable by the Tax Indemnitee (including any Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.16), whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared in good faith and delivered to the Tax Indemnitee, or by the Administrative Agent on its own behalf or on behalf of another Tax Indemnitee, shall be conclusive absent manifest error.

(f) If and to the extent a Tax Indemnitee determines, in its sole good faith discretion, that it has received a refund of any Indemnified 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 2.16, then such Tax Indemnitee shall promptly pay over such refund to the relevant Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.16 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Tax Indemnitee 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 Tax Indemnitee, 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 Tax Indemnitee in the event the Tax Indemnitee is required to repay such refund to such Governmental Authority. This Section 2.16(f) shall not be construed to require a Tax Indemnitee 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.

SECTION 2.17. Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.14, 2.15 or 2.16, or otherwise) without condition or deduction for any counterclaim, defense, recoupment or setoff prior to 2:00 p.m., on the date when due, in immediately available funds. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent's Office, except that payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(b) If at any time prior to an exercise of remedies pursuant to Article VII (or prior to the date of termination of the Commitments in full and acceleration of the Loans pursuant to Article VII), insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) After the exercise of remedies provided for in Article VII (or after acceleration of the Loans pursuant to Article VII), any amounts received on account of the Obligations shall be applied by the Administrative Agent as follows:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article II) payable to the Administrative Agent, the Arrangers, the Co-Documentation Agent and the Co-Syndication Agents in their capacities as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and fees payable pursuant to Sections 2.11(a) and (b)) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders arising under the Loan Documents), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid fees and interest on the Loans and other Obligations arising under the Loan Documents, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

(d) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such

recovery, without interest, and (ii) the provisions of this clause shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant in accordance with Section 9.04. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (c) shall be conclusive, absent manifest error.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04, 2.05, 2.06, 2.17 or 9.03, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. The obligations of the Lenders hereunder to make Loans and to make payments are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payments.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.14, 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 2.16, 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 good faith judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment. Any Lender claiming reimbursement of such costs and expenses shall deliver to the Borrower a certificate setting forth such costs and expenses in reasonable detail which shall be conclusive absent manifest error.

(b) If any Lender requests compensation under Section 2.14, 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 2.16, if any Lender fails to grant a consent in connection with any proposed change, waiver, discharge or termination of the provisions of this Agreement as contemplated by Section 9.02 for which the consent of each Lender or each affected Lender is required but the consent of the Required Lenders is obtained or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, but excluding the consents required by, Section 9.04), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 9.04 (unless otherwise agreed by the Administrative Agent);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.15) 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);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

SECTION 2.19. Exchange Notes.

(a) Subject to satisfaction of the provisions of this Section 2.19 and in reliance upon the representations and warranties of the Borrower herein set forth, on and after the 20th Business Day prior to the Rollover Date, each Lender will have the option to notify (an "Exchange Notice") the Administrative Agent in writing of its request for senior unsecured exchange notes (individually, an "Exchange Note" and collectively, the "Exchange Notes") in exchange for a like principal amount of all or a portion of its Loans hereunder. Each Lender's Exchange Notice shall be irrevocable and shall specify the aggregate principal amount of Loans that such Lender desires to exchange for Exchange Notes pursuant to this Section 2.19, which shall be in a minimum amount of $1,000,000 (and integral multiples of $1,000 in excess thereof). Exchange Notes issued following the Rollover Date shall be issued with accrued interest from the most recent interest payment date under the Exchange Notes Indenture and the Lender receiving such Exchange Notes shall pay to the Borrower in Dollars on the date of issuance of any such Exchange Notes an amount equal to all accrued and unpaid interest thereon. Loans subject to an Exchange Notice shall be deemed to have been repaid for all purposes of this Agreement upon issuance of a like principal amount of Exchange Notes to such Lender in accordance with clause (c) below.

(b) Notwithstanding the foregoing, such Lender's Loans shall only be exchanged for Exchange Notes hereunder upon the occurrence of an Exchange Trigger Event, notice of which shall be provided to the Borrower and all such Lenders by the Administrative Agent. Following notice of an Exchange Trigger Event, the Borrower shall from time to time exchange any Loan subject to an Exchange Notice for Exchange Notes on the date (any such date an "Exchange Date") that is no later than the later of (i) the Rollover Date and (ii) the 10th Business Day after the Borrower's receipt from the Administrative Agent of both such Exchange Notice and notice that the Exchange Trigger Event has occurred.

(c) On each Exchange Date, the Borrower shall execute and deliver, and cause the Exchange Note Trustee to authenticate and deliver, to each Lender or as directed by such Lender that has submitted an Exchange Notice for such Exchange Date, an Exchange Note in a principal amount equal to 100% of the aggregate principal amount of such Loan (or portion thereof) which is subject to such Exchange Notice. The Exchange Notes shall be governed by the Exchange Notes Indenture. Upon issuance of any Exchange Note to a Lender in accordance with this Section 2.19, a corresponding amount of the Loan of such Lender shall be deemed to have been repaid.

(d) The Borrower shall, as promptly as practicable after being requested to do so by the Arrangers pursuant to the terms of this Agreement and following the first Exchange Trigger Event, (i) select a bank or trust company reasonably acceptable to the Administrative Agent to act as Exchange Note Trustee, (ii) enter into the Exchange Notes Registration Rights Agreement and the Exchange Notes Indenture, (iii) if requested by the Arrangers, prepare an offering memorandum with respect to the Exchange Notes (including all financial statements and other information that would be required in a registration statement on Form S-3 (or, if the Borrower is not eligible to use Form S-3, on Form S-1) for an offering registered under the Securities Act) and update such offering memorandum from time to time to reflect material changes or developments with respect to the Borrower and its Subsidiaries, (iv) cause counsel to the Borrower to deliver to the Administrative Agent an executed legal opinion in form and substance customary for a transaction of that type to be mutually agreed upon by the Borrower and the Administrative

Agent (including, without limitation, with respect to due authorization, execution and delivery; validity; and enforceability of the Exchange Notes Indenture and the Exchange Notes Registration Rights Agreement referred to in clause (ii) above) and a customary 10b-5 letter with respect to any offering memorandum pursuant to clause (iii) above and cause the independent registered public accountants of the Borrower and the Acquired Business to render customary "comfort letters" (including customary "negative assurances") with respect to the financial information in such offering memorandum and (v) use commercially reasonable efforts to obtain public ratings for the Exchange Notes from each of Moody's and S&P. The Exchange Note Trustee shall at all times be a bank or trust company organized and doing business under the laws of the United States or of any State or the District of Columbia and having a combined capital and surplus of not less than $50,000,000 which is authorized under the laws of its jurisdiction of incorporation to exercise corporate trust powers and is subject to supervision or examination by Federal, State or District of Columbia authority and which has an office or agency in New York, New York.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Lenders as of date of this Agreement and as of the Closing Date that:

SECTION 3.01. Organization; Powers; Subsidiaries. Each of the Borrower and its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) is duly organized, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required. Schedule 3.01 hereto identifies each Subsidiary (other than Inactive Subsidiaries) on the date of the Original Interim Loan Agreement, if such Subsidiary is an Immaterial Subsidiary, the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by the Borrower and the other Subsidiaries and, if such percentage is not 100% (excluding directors' qualifying shares as required by law), a description of each class issued and outstanding. All of the outstanding shares of capital stock and other equity interests, to the extent owned by the Borrower or any Subsidiary, of each Subsidiary (other than Immaterial Subsidiaries and Inactive Subsidiaries) are validly issued and outstanding and fully paid and nonassessable and all such shares and other equity interests indicated on Schedule 3.01 as owned by the Borrower or another Subsidiary on the date of the Original Interim Loan Agreement, are owned beneficially and of record, by the Borrower or a Subsidiary on the date of the Original Interim Loan Agreement free and clear of all Liens, other than Liens permitted under Section 6.02. As of the date of the Original Interim Loan Agreement, there are no outstanding commitments or other obligations of the Borrower or any wholly-owned Subsidiary (other than Inactive Subsidiaries) to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of the Borrower or any Subsidiary (other than Inactive Subsidiaries), except as disclosed on Schedule 3.01.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's corporate, limited liability company or partnership powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder action. The Loan Documents have been duly executed and delivered by the Loan Parties party thereto and constitute a legal, valid and binding obligation of the Loan Parties party thereto, enforceable against such Loan Parties in accordance with their 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 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except for (A) the approvals, consents, registrations, actions and filings which have been duly obtained, taken, given or made and are in full force and effect and (B) those approvals, consents, registrations or other actions or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect, (b) will not violate (i) any applicable law or regulation or order of any Governmental Authority or (ii) the charter, by-laws or other organizational documents of any Loan Party, (c) will not violate or result in a default under any indenture, agreement

or other instrument binding upon any Loan Party or its assets, or give rise to a right thereunder to require any payment to be made by any Loan Party and (d) will not result in the creation or imposition of any Lien on any material asset of any Loan Party (other than Liens permitted by Section 6.02); except with respect to any violation or default referred to in clause (b)(i) or (c) above, to the extent that such violation or default could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.04. Financial Statements; Financial Condition; No Material Adverse Change.

(a) The Borrower has heretofore furnished to the Lenders the consolidated balance sheet and statements of earnings, stockholders equity and cash flows of the Borrower for each of the three fiscal years ended February 29, 2012 reported on by KPMG LLP, independent public accountants, which financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of the Borrower as of such dates and for such periods in accordance with GAAP.

(b) Since February 29, 2012, there has been no material adverse change in the business, assets, operations or financial condition of the Borrower and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties.

(a) Each Loan Party has good and marketable title to, or valid leasehold interests in, all its material real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and except where the failure to have such title or interest could not reasonably be expected to have a Material Adverse Effect. There are no Liens on any of the real or personal properties of the Borrower or any Subsidiary except for Liens permitted by Section 6.02.

(b) Each of the Borrower and its Subsidiaries owns, or is licensed or possesses the right to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole, and, to the knowledge of the Borrower, the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries as to which there is a reasonable possibility of an adverse determination that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters). There are no labor controversies pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any applicable Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, or (iii) has received notice of any claim with respect to any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all agreements and other instruments (excluding agreements governing Indebtedness) binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08. Investment Company Status. Neither the Borrower nor any other Loan Party is required to register as an "investment company" as defined in the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Loan Parties and each of its Subsidiaries has filed all Tax returns and reports required to have been filed (taking into account valid extensions) and has paid or caused to be paid all Taxes (including any Taxes payable in the capacity of a withholding agent) required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings (if such contest effectively suspends collection and enforcement of the contested obligation) and for which the Loan Parties or Subsidiary, as applicable, has set aside on its books reserves to the extent required by GAAP or (b) to the extent that the failure to do so could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. There is no current or proposed Tax audit, assessment, deficiency or other claim against any Loan Party or any Subsidiary that would reasonably be expected, individually or in the aggregate to have a Material Adverse Effect.

SECTION 3.10. Solvency. Immediately after the making of the Loans and any other borrowings to be made on the Closing Date and the application of the proceeds therefrom, the Borrower and its Subsidiaries, on a consolidated basis, are (or in the case of the representation made as of the date of this Agreement, will be) Solvent.

SECTION 3.11. Disclosure. Neither the Information Memorandum nor any of the other reports, financial statements, certificates or other written information (excluding any financial projections or pro forma financial information and information of a general economic or general industry nature) furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), when taken as a whole and when taken together with the Borrower's SEC filings at such time, contains as of the date such statement, information, document or certificate was so furnished any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The projections and pro forma financial information contained in the materials referenced above have been prepared in good faith based upon assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information 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.

SECTION 3.12. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.13. PATRIOT Act. Each of the Loan Parties and each of their respective Subsidiaries are in compliance, in all material respects, with the Act.

SECTION 3.14. OFAC. None of the Borrower, any Subsidiary nor, to the knowledge of the Borrower, any director or officer of the Borrower or any Subsidiary is subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Borrower will not directly or indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person subject to any U.S. sanctions administered by OFAC.

SECTION 3.15. FCPA. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

SECTION 3.16. Employee Benefit Plans. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect (i) each employee benefit plan (within the meaning of Section 3(3) of ERISA), established or maintained by the Borrower or any of its Subsidiaries, is in compliance with all applicable Laws and (ii) no ERISA Event has occurred or is reasonably expected to occur.

ARTICLE IV

Conditions

SECTION 4.01. Conditions to the Closing Date. The obligations of the Lenders to make its Loans on the Closing Date are subject to each of the following conditions being satisfied on or prior to the Closing Date:

(a) The Administrative Agent (or its counsel) shall have received a supplement to the Guarantee Agreement (in the form attached thereto) from each Subsidiary that has become a Guarantor under the Senior Secured Credit Agreement following the date of this Agreement;

(b) The Administrative Agent shall have received the executed legal opinion of Nixon Peabody LLP, U.S. counsel to the Borrower, dated as of the Closing Date, in the form of Exhibit G with appropriate insertions;

(c) The Administrative Agent shall have received such customary closing documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing in the jurisdiction of organization of the initial Loan Parties and the authorization of the Loan Documents by the Loan Parties and containing a certificate of a corporate secretary of the Borrower with a list of Persons entitled to execute the Loan Documents and provide notices hereunder, in each case, on behalf of the Loan Parties together with specimen signatures of such Persons;

(d) The Administrative Agent shall have received a certificate attesting to the Solvency of the Borrower and its Subsidiaries (taken as a whole) on the Closing Date after giving effect to the Transactions in the form of Exhibit C, dated as of the Closing Date and executed by a Financial Officer of the Borrower;

(e) The Lenders shall have received on or prior to the Closing Date all documentation and other information reasonably requested in writing delivered to the Administrative Agent by them at least five Business Days prior to the Closing Date in order to allow the Lenders to comply with the Act;

(f) The Administrative Agent and the Arrangers shall have received all fees and other amounts due and payable on or prior to the Closing Date pursuant to the Bank Engagement Letter, the Fee Letter and the Agency Fee Letter, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrower thereunder;

(g) The Administrative Agent shall have received Notes executed by the Borrower in favor of each Lender requesting a Note at least five Business Days prior to the Closing Date;

(h) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Section 4.01 (j) and (k) have been satisfied;

(i) The Borrower shall have delivered to the Administrative Agent a Borrowing Request in accordance with Section 2.03;

(j) The Acquisition Agreement and such other agreements, instruments and documents relating to the Acquisition shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented to in any manner that is materially adverse to the Lenders without the prior written consent of the Arrangers (it being understood that any decrease in the consideration paid in connection with the Acquisition shall be deemed to be materially adverse to the Lenders). The Acquisition shall have been, or shall concurrently with the funding of the Loans be, consummated in accordance with the terms of the Acquisition Agreement;

(k) The representations and warranties of the Borrower set forth in the first sentence of Section 3.01, Section 3.02 (solely as it relates to the execution, delivery and performance of the Loan Documents), Section 3.03(a) and (b) (solely as they relate to the execution, delivery and performance of the Loan Documents), 3.08, 3.10, 3.12 and 3.13 of this Agreement shall be true and correct in all material respects (except to the extent that any representation and warranty that is qualified by materiality shall be true and correct in all respects), except where any representation and warranty is expressly made as of a specific earlier date, such representation and warranty shall be true in all material respects as of any such earlier date; and

(l) The Administrative Agent and the Arrangers shall have received a certificate, at least 15 days prior to the Closing Date, from a Responsible Officer of the Borrower setting forth the anticipated Closing Date (which certificate may not be provided prior to the receipt by the Borrower of the notice referred to in Section 3.1 of the Acquisition Agreement of the anticipated closing date of the GM Transaction Closing (as defined in the Acquisition Agreement)).

ARTICLE V

Affirmative Covenants

From and after the Closing Date until the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent (who shall promptly furnish a copy to each Lender):

(a) as soon as available, but in any event within one hundred (100) days after the end of each fiscal year of the Borrower (or, if earlier, the 10th day after such financial statements are required to be filed with the SEC), the audited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by KPMG LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial position and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP;

(b) as soon as available, but in any event within fifty-five (55) days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (or, if earlier, the 10th day after such financial statements are required to be filed with the SEC), the unaudited consolidated balance sheet of the Borrower and its Consolidated Subsidiaries and related statements of operations and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial position and results of operations of the Borrower and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate executed by a Financial Officer of the Borrower certifying as to whether, to the knowledge of such Financial Officer after reasonable inquiry, a Default has occurred and is continuing and, if so, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any failure to comply with Section 6.09 (which certificate may be limited to the extent required by accounting rules or guidelines or by such accounting firm's professional standards and customs of the profession);

(e) promptly after the same become publicly available, copies of all annual, quarterly and current reports and proxy statements filed by the Borrower or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request.

Financial statements and other information required to be delivered pursuant to Sections 5.01(a), 5.01(b) and 5.01(e) shall be deemed to have been delivered if such statements and information shall have been posted by the Borrower on its website or shall have been posted on IntraLinks, SyndTrak or similar site to which all of the Lenders have been granted access or are publicly available on the SEC's website pursuant to the EDGAR system.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on SyndTrak or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.12); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC."

SECTION 5.02. Notice of Material Events. The Borrower will furnish to the Administrative Agent (for prompt notification to each Lender) prompt (but in any event within five (5) Business Days) written notice after any Financial Officer of the Borrower obtains knowledge of the following:

(a) the occurrence of any continuing Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Subsidiary thereof that could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect; and

(d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect (i) its legal existence, and (ii) the rights, licenses, permits, privileges and franchises material to the conduct of its business, except, in the case of the preceding clause (ii), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any transaction permitted under Section 6.03 or 6.10.

SECTION 5.04. Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) to, pay its obligations (other than Indebtedness), including Taxes (whether or not shown on a Tax return), before the same shall become delinquent or in default, except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings diligently conducted (if such contest effectively suspends collection and enforcement of the obligation (or Tax) in question) and (ii) the Loan Party or Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP or (b) the failure to make payment could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries (other than Immaterial Subsidiaries and Inactive Subsidiaries) to, (a) keep and maintain all Property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted and casualty or condemnation excepted, except if the failure to do so could not reasonably be expected to have a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies or through self-insurance, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 5.06. Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent (at their sole cost and expense except during the occurrence and continuance of an Event of Default) or, during the continuance of an Event of Default, any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its senior officers and use commercially reasonable efforts to make its independent accountants available to discuss the affairs, finances and condition of the Borrower, all at such reasonable times and as often as reasonably requested and in all cases subject to applicable Law and the terms of applicable confidentiality agreements; provided that (i) the Lenders will conduct such requests for visits and inspections through the Administrative Agent and (ii) unless an Event of Default has occurred and is continuing, such visits and inspections can occur no more frequently than once per year. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent accountants.

SECTION 5.07. Compliance with Laws; Compliance with Agreements. The Borrower will, and will cause each of its Subsidiaries to, (i) comply in all material respects with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws) and (ii) perform in all material respects its obligations under material agreements (other than in respect of Indebtedness) to which it is a party, in each case except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used to finance a portion of the Acquisition and to pay related fees, costs, and expenses. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 5.09. Additional Guarantees.

In the event the Borrower (i) organizes or acquires any Subsidiary after the Closing Date that is not a Guarantor and such Subsidiary, directly or indirectly, provides a guarantee under the Senior Secured Credit Agreement or (ii) causes or permits any Subsidiary that is not a Guarantor to, directly or indirectly, guarantee obligations under the Senior Secured Credit Agreement, then, in each case the Borrower shall cause such Subsidiary to simultaneously execute and deliver a supplement to the Guarantee Agreement pursuant to which it will become a Guarantor (in each case, for the avoidance of doubt, only to the extent such Subsidiary is required to become a Guarantor under the Senior Secured Credit Agreement).

SECTION 5.10. Ratings. If requested by the Arrangers, the Borrower will use commercially reasonable efforts to cause Moody's and S&P to each maintain a public rating of the Loans (but not any particular ratings level).

ARTICLE VI

Negative Covenants

From the Closing Date until the principal of and interest on each Loan and all fees payable hereunder have been paid in full, the Borrower covenants and agrees with the Lenders (it being understood that the covenants set forth in Section 6.01, 6.02(I), 6.03 (solely with respect to (x) Subsidiaries and (y) Section 6.03(b)(i)), 6.04, 6.05, 6.06, 6.07, 6.08 and 6.10 shall not apply at any time on or after the Rollover Date) that:

SECTION 6.01. Indebtedness. Until the Rollover Date, the Borrower will not create, incur, assume or permit to exist, and will not permit any Subsidiary to create, incur, assume or permit to exist, any Indebtedness, except:

(a) Indebtedness created under the Loan Documents and the Exchange Notes;

(b) Indebtedness existing on the date of the Original Interim Loan Agreement (other than Indebtedness under the Senior Secured Credit Agreement) and, to the extent in excess of $10,000,000 individually or $25,000,000 in the aggregate, set forth in Schedule 6.01 and Permitted Refinancing Indebtedness in respect of Indebtedness permitted by this clause (b) and Guarantees of any such Permitted Refinancing Indebtedness;

(c) Indebtedness of (i) any Loan Party to any other Loan Party, (ii) any Subsidiary that is not a Loan Party to the Borrower or any other Subsidiary, (iii) any Loan Party to any Subsidiary that is not a Loan Party; provided that all such Indebtedness permitted under this subclause (iii) shall be subordinated to the Obligations of the issuer of such Indebtedness;

(d) Guarantees of Indebtedness (i) of any Loan Party by any other Loan Party, (ii) of any Foreign Subsidiary by the Borrower or any other Subsidiary and (iii) of any other Person by the Borrower or any Subsidiary, provided that Guarantees shall be permitted to be incurred pursuant to this subclause (iii) only if at the time such Guarantee is incurred the aggregate principal amount of Indebtedness Guaranteed pursuant to this subclause (iii) at such time (including such newly Guaranteed Indebtedness) would not exceed $75,000,000;

(e) Indebtedness incurred to finance the acquisition, lease, construction, repair, maintenance, replacement, installation or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and any Permitted Refinancing Indebtedness in respect of Indebtedness permitted by this clause (e); provided that (i) such Indebtedness (other than Permitted Refinancing Indebtedness permitted above in this clause (e)) is incurred prior to or within two hundred seventy (270) days after such acquisition or lease or the completion of such construction, repair, maintenance, replacement, installation or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed $200,000,000 at any time outstanding;

(f) Indebtedness in respect of letters of credit (including trade letters of credit), bank guarantees or similar instruments issued or incurred in the ordinary course of business, including in respect of card obligations or any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers, workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(g) Indebtedness incurred pursuant to Permitted Receivables Facilities so long as the aggregate principal amount of Attributable Receivables Indebtedness in respect thereof does not exceed $250,000,000 at any time outstanding;

(h) Indebtedness of Foreign Subsidiaries, provided that Indebtedness shall be permitted to be incurred pursuant to this clause (h) only if at the time such Indebtedness is incurred the aggregate principal amount of Indebtedness outstanding pursuant to this clause (h) at such time (including such Indebtedness) would not exceed $150,000,000 (or the spot rate equivalent thereof at the time of incurrence of such Indebtedness in such other currency as reasonably determined by the Borrower);

(i) Indebtedness under Swap Agreements entered into in the ordinary course of business and not for speculative purposes;

(j) Indebtedness in respect of bid, performance, surety, stay, customs, appeal or replevin bonds or performance and completion guarantees and similar obligations issued or incurred in the ordinary course of business, including guarantees or obligations of any Subsidiary with respect to letters of credit, bank guarantees or similar instruments supporting such obligation, in each case, not in connection with Indebtedness for money borrowed;

(k) Indebtedness consisting of bona fide purchase price adjustments, earn-outs, indemnification obligations, obligations under deferred compensation or similar arrangements and similar items incurred in connection with acquisitions and asset sales not prohibited by Section 6.05 or 6.10;

(l) Indebtedness consisting of obligations to make payments to current or former officers, directors and employees, their respective estates, spouses or former spouses with respect to the cancellation, purchase or redemption, or to finance the cancellation, purchase or redemption, of Equity Interests of the Borrower permitted by Section 6.04;

(m) Cash Management Obligations and other Indebtedness in respect of card obligations, netting services, overdraft protections, cash management services and similar arrangements in each case in connection with deposit accounts;

(n) Indebtedness consisting of (x) the financing of insurance premiums with the providers of such insurance or their affiliates or (y) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Indebtedness supported by a letter of credit under the Senior Secured Credit Agreement, in a principal amount not to exceed the face amount of such letter of credit;

(p) additional Indebtedness of any of the Loan Parties with no required principal payments prior to the Final Maturity Date (other than pursuant to change of control offers and asset sale proceeds offers that the Borrower determines in good faith to be customary for high yield debt securities) so long as the Borrower applies the proceeds therefrom to repay Loans promptly upon receipt thereof;

(q) other Indebtedness of Borrower and its Subsidiaries; provided that Indebtedness shall be permitted to be incurred pursuant to this clause (q) only if at the time such Indebtedness is incurred the aggregate principal amount of Indebtedness outstanding pursuant to this clause (q) at such time (including such Indebtedness) would not exceed $100,000,000;

(r) Indebtedness in the form of Guarantees of Indebtedness of joint ventures; provided that Indebtedness shall be permitted to be incurred pursuant to this clause (r) only if at the time such Indebtedness is incurred the aggregate principal amount of Indebtedness outstanding pursuant to this clause (r) at such time (including such Indebtedness) would not exceed $50,000,000;

(s) Indebtedness in respect of judgments, decrees, attachments or awards not constituting an Event of Default under clause (k) of Article VII;

(t) Indebtedness under the Senior Secured Credit Agreement in respect of (i) the Term A Loans and Term A-1 Loans, in each case, borrowed on the Closing Date (as defined in the Senior Secured Credit Agreement), (ii) any additional amounts borrowed on or prior to the Closing Date to finance a portion of the Acquisition (so long as the amount of the Bridge B Commitments funded on the Closing Date was correspondingly reduced as a result thereof) or borrowed following the Closing Date for purposes of repaying the Bridge B Loans and (iii) under the Revolving Commitments established on the Closing Date (as defined in the Senior Secured Credit Agreement); provided that in the case of this clause (iii), if any borrowing is made under the Revolving Commitments following the Closing Date and at such time (x) the aggregate amount of unused Revolving Commitments under the Senior Secured Credit Agreement is less than $650,000,000 and (y) any Bridge B Loans are outstanding at such time, the proceeds of such borrowing are promptly applied to repay Bridge B Loans;

(u) Indebtedness in the form of reimbursements owed to officers, directors, consultants and employees;

(v) Indebtedness incurred under industrial revenue bonds or other qualified tax exempt bond financings and Permitted Refinancing Indebtedness in respect thereof in an aggregate principal amount not to exceed $25,000,000 at any time outstanding pursuant to this clause (v); and

(w) endorsements for collection, deposit or negotiation and warranties of products or services, in each case incurred in the ordinary course of business.

Each category of Indebtedness (other than Indebtedness under the Loan Documents which shall at all times be deemed to be outstanding pursuant to clause (a)) set forth above shall be deemed to be cumulative and for purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness (or any portion thereof) at any time meets the criteria of more than one of the categories described above, the Borrower, in its sole discretion, may classify or reclassify (or later divide, classify or reclassify) such item of Indebtedness (or any portion thereof) and shall only be required to include the amount and type of such Indebtedness in one of the above clauses.

SECTION 6.02. Liens.

(I) Until the Rollover Date, the Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any Property now owned or hereafter acquired by it, except:

(a) Permitted Encumbrances;

(b) Liens on Equity Interests of any Subsidiary and Indebtedness of the Borrower and any of its Subsidiaries securing Indebtedness permitted by Section 6.01(i), (m) and (t);

(c) any Lien on any Property of the Borrower or any Subsidiary existing on the date of the Original Interim Loan Agreement and, to the extent securing obligations in an individual amount in excess of $10,000,000 or an aggregate amount in excess of $25,000,000, set forth in Schedule 6.02 and any modifications, replacements, renewals or extensions thereof; provided that (i) such Lien shall not apply to any other Property of the Borrower or any Subsidiary other than (A) improvements and after-acquired Property that is affixed or incorporated into the Property covered by such Lien or financed by Indebtedness permitted under Section 6.01, and (B) proceeds and products thereof, and (ii) such Lien shall secure only those obligations which it secures on the date of this Agreement and any Permitted Refinancing Indebtedness in respect thereof;

(d) any Lien existing on any Property prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any Property of any Person that becomes a Subsidiary after the date of this Agreement prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other Property of the Borrower or any other Subsidiary (other than the proceeds or products thereof and other than improvements and after-acquired property that is affixed or incorporated into the Property covered by such Lien) and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be and Permitted Refinancing Indebtedness in respect thereof;

(e) Liens on fixed or capital assets acquired, leased, constructed, repaired, maintained, replaced, installed or improved by the Borrower or any Subsidiary;provided that (i) such security interests secure Indebtedness permitted by clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby (other than Permitted Refinancing Indebtedness permitted by clause (e) of Section 6.01) are incurred prior to or within two hundred seventy (270) days after such acquisition or lease or the completion of such construction, repair, maintenance or replacement or installation or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, leasing, constructing, repairing, maintaining, replacing, installing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other Property of the Borrower or any Subsidiary except for accessions to such Property, Property financed by such Indebtedness and the proceeds and products thereof; provided further that individual financings of equipment provided by one lender may be cross-collateralized to other financings of equipment provided by such lender;

(f) rights of setoff and similar arrangements and Liens in respect of Cash Management Obligations and in favor of depository and securities intermediaries to secure obligations owed in respect of card obligations or any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds and fees and similar amounts related to bank accounts or securities accounts (including Liens securing letters of credit, bank guarantees or similar instruments supporting any of the foregoing);

(g) Liens on Receivables and Permitted Receivables Facility Assets securing Indebtedness arising under Permitted Receivables Facilities;

(h) Liens on assets of a Foreign Subsidiary securing Indebtedness of such Subsidiary pursuant to Section 6.01;

(i) Liens (i) on "earnest money" or similar deposits or other cash advances in connection with acquisitions permitted by Section 6.05 or (ii) consisting of an agreement to Dispose of any Property in a Disposition permitted under Section 6.10 including customary rights and restrictions contained in such agreements;

(j) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Borrower or any Subsidiary or (ii) secure any Indebtedness;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business, including Liens encumbering reasonable customary initial deposits and margin deposits;

(m) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any Subsidiary in the ordinary course of business permitted by this Agreement;

(n) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 6.05;

(o) rights of setoff relating to purchase orders and other agreements entered into with customers of the Borrower or any Subsidiary in the ordinary course of business;

(p) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located and other Liens affecting the interest of any landlord (and any underlying landlord) of any real property leased by the Borrower or any Subsidiary;

(q) Liens on equipment owned by the Borrower or any Subsidiary and located on the premises of any supplier and used in the ordinary course of business and not securing Indebtedness;

(r) any restriction or encumbrance with respect to the pledge or transfer of the Equity Interests of a joint venture;

(s) Liens not otherwise permitted by this Section 6.02, provided that a Lien shall be permitted to be incurred pursuant to this clause (s) only if at the time such Lien is incurred the aggregate principal amount of the obligations secured at such time (including such Lien) by Liens outstanding pursuant to this clause (s) would not exceed $50,000,000;

(t) Liens on any Property of (i) any Loan Party in favor of any other Loan Party and (ii) any Subsidiary that is not a Loan Party in favor of the Borrower or any other Subsidiary; and

(u) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(v) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or consignments entered into by the Borrower and its Subsidiaries in the ordinary course of business;

(w) Liens, pledges or deposits made in the ordinary course of business to secure liability to insurance carriers;

(x) Liens securing insurance premiums financing arrangements; provided that such Liens secure only the applicable unpaid insurance premiums and attach only to the proceeds of the applicable insurance policy;

(y) any purchase option or similar right on securities held by the Borrower or any of its Subsidiaries in any joint venture which option or similar right is granted to a third-party who holds securities in such joint venture;

(z) Liens securing obligations owing under and in connection with industrial revenue bonds and other qualified tax exempt financings permitted by Section 6.01(v) and extending only to the properties subject to such financings; and

(aa) CoBank's statutory Lien in the CoBank Equities (as defined in the Senior Secured Credit Agreement).

(II) From and after the Rollover Date, the Borrower will not, and will not permit any Subsidiary to issue, assume or guarantee any Funded Debt that is secured by a mortgage, pledge, security interest or other Lien or encumbrance upon or with respect to any Principal Property or on the Capital Stock of any Subsidiary that owns a Principal Property unless:

(i) the Borrower secures the Obligations equally and ratably with (or prior to) any and all Funded Debt secured by that Lien, or

(ii) in the case of Funded Debt other than Capital Markets Debt, immediately after giving effect to the granting of any such Lien and the incurrence of any Funded Debt in connection therewith, the Borrower's Consolidated Fixed Charge Coverage Ratio would be greater than 2.0 to 1.0; provided that nothing contained in the foregoing shall prevent, restrict or apply to, the following:

(a) Liens existing as of the date of this Agreement (excluding Liens securing the Senior Secured Credit Agreement) on any Property or assets owned or leased by the Borrower or any Subsidiary;

(b) Liens securing any obligations under the Senior Secured Credit Agreement in an amount not to exceed the maximum amount permitted to be outstanding under the Senior Secured Credit Agreement on the date of this Agreement (including the incremental credit facilities contemplated thereunder);

(c) Liens on Property or assets of, or any shares of stock securing Funded Debt of, any corporation or other Person existing at the time such corporation or other Person becomes a Subsidiary;

(d) Liens on Property, assets or shares of stock securing Funded Debt existing at the time of an acquisition, including an acquisition through merger or consolidation, and Liens to secure Funded Debt incurred prior to, at the time of or within 180 days after the later of the completion of the acquisition, or the completion of the construction and commencement of the operation of any such Property, for the purpose of financing all or any part of the purchase price or construction cost of that Property;

(e) Liens on any Property or assets to secure all or any portion of the cost of development, operation, construction, alteration, repair or improvement of all or any part of such Property or assets, or to secure Funded Debt incurred prior to, at the time of or within 180 days after the completion of such development, operation, construction, alteration, repair or improvement for the purpose of financing all or any part of such costs;

(f) Liens in favor of, or which secure Funded Debt owing to, the Borrower or a Subsidiary;

(g) Liens arising from the assignment of moneys due and to become due under contracts between the Borrower or any Subsidiary and the United States of America, any State, Commonwealth, Territory or possession thereof or any agency, department, instrumentality or political subdivision of any thereof; or Liens in favor of the United States of America, any State, Commonwealth, Territory or possession thereof or any agency, department, instrumentality or political subdivision of any thereof, to secure progress, advance or other payments pursuant to any contract or provision of any statute, or pursuant to the provisions of any contract not directly or indirectly in connection with securing any Funded Debt;

(h) Liens arising by reason of any attachment, judgment, decree or order of any court or other governmental authority, so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been initiated for review of such attachment, judgment, decree or order shall not have been finally terminated or so long as the period within which such proceedings may be initiated shall not have expired;

(i) any deposit or pledge as security for the performance of any bid, tender, contract, lease or undertaking not directly or indirectly in connection with the securing of any Funded Debt; any deposit or pledge with any governmental agency required or permitted to qualify the Borrower or any Subsidiary to conduct business, to maintain self-insurance or to obtain the benefits of any law pertaining to worker's

compensation, unemployment insurance, pensions, social security or similar matters, or to obtain any stay or discharge in any legal or administrative proceedings; deposits or pledges to obtain the release of mechanics' worker's, repairmen's, materialmen's or warehousemen's liens on the release of property in the possession of a common carrier; any security interest created in connection with the sale, discount or guarantee of notes, chattel mortgages, leases, accounts receivable, trade acceptances or other paper, or contingent repurchase obligations, arising out of sales of merchandise in the ordinary course of business; liens for taxes not yet due and payable or being contested in good faith; any deposit or pledge in connection with appeal or surety bonds; or other deposits or pledges similar to those referred to in this clause (i);

(j) Liens created after the date of this Agreement on Property leased to or purchased by the Borrower or any Subsidiary after that date and securing, directly or indirectly, obligations issued by a State, a Territory or a possession of the United States of America, or any political subdivision of any of the foregoing, or the District of Columbia, to finance the cost of acquisition or cost of construction of such Property;

(k) Liens arising from surveys exceptions, title defects, encumbrances, easements, reservations of, or rights of others for, rights of way, sewers, electric lines, telegraph or telephone lines and other similar purposes or zoning or other restrictions as to the use of real property not interfering with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(l) Liens arising by operation of law in favor of mechanics, materialmen, laborers, employees or suppliers, incurred in the ordinary course of business for sums which are not yet delinquent or are being contested in good faith by negotiations or by appropriate proceedings which suspend the collection thereof;

(m) Liens arising from zoning restrictions, easements, licenses, reservations, provisions, covenants, conditions, waivers, restrictions on the use of property or minor irregularities of title (and with respect to leasehold interests, mortgages, obligations, Liens and other encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the leased Property, with or without consent of the lessee), none of which materially impairs the use of any parcel of Property material to the operation of the business of the Borrower or any Subsidiary or the value of such Property for the purpose of such business; or

(n) any extension, renewal, substitution or replacement (or successive extensions, renewals, substitutions or replacements), as a whole or in part, of any Lien referred to in subparagraphs (a) through (m) above or the Funded Debt secured thereby; *provided*, that (1) such extension, renewal, substitution or replacement Lien shall be limited to all or any part of the same Property or assets or shares of stock that secured the Lien extended, renewed, substituted or replaced (plus improvements on such Property and any other Property or assets not then constituting a Principal Property) and (2) the Funded Debt secured by such Lien at such time is not increased.

SECTION 6.03. Fundamental Changes.

The Borrower will not, and, prior to the Rollover Date, will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing:

(a) any Subsidiary may be merged or consolidated with or into any Person (including another Subsidiary) and any Subsidiary may be liquidated or dissolved or change its legal form, in each case in order to consummate any Investment not then prohibited by Section 6.05 or Disposition not then prohibited by Section 6.10;

(b) (i) prior to the Rollover Date, the Borrower may be consolidated with or merged into any newly formed corporation organized under the laws of the United States or any State thereof (solely for changing its jurisdiction of incorporation) and (ii) from and after the Rollover Date, the Borrower may be consolidated with or merged into any corporation organized under the laws of the United States or any State thereof; provided that, in the case of each of subclauses (i) and (ii) simultaneously with such transaction, the Person formed by such consolidation or into which the Borrower is merged shall expressly assume all obligations of the Borrower under this Agreement;

(c) any Inactive Subsidiary or Immaterial Subsidiary may merge into or consolidate with another Immaterial Subsidiary or Inactive Subsidiary; and

(d) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in its best interests and not materially adverse to the Lenders and, if such Subsidiary is a Loan Party, such Loan Party's assets and property are transferred to another Loan Party.

In connection with clauses (a) and (c) above, the Borrower shall comply with the provisions of Section 5.09 to the extent any surviving entity in any such transaction becomes a guarantor under the Senior Secured Credit Agreement.

SECTION 6.04. Restricted Payments. Until the Rollover Date, the Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except:

(a) The Borrower may declare and pay dividends or other distributions with respect to its Equity Interests payable solely in additional shares of Qualified Equity Interests or options to purchase Qualified Equity Interests;

(b) Subsidiaries may declare and make Restricted Payments with respect to their Equity Interests (including PECs);

(c) the Borrower may make Restricted Payments in respect of any stock appreciation rights, stock options, restricted stock, restricted stock units, performance share units or other stock-based awards, under any stock option plan, incentive plan, compensation plan or other benefit plan for present or former officers, directors, consultants or employees of the Borrower, its Subsidiaries and joint ventures so long as no Default shall have occurred and be continuing or would result therefrom;

(d) [Reserved];

(e) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 6.03 and Section 6.07 (other than Section 6.07(d));

(f) repurchases of Equity Interests in the Borrower or any Subsidiary that occur or are deemed to occur in connection with any stock appreciation rights, stock options, restricted stock, restricted stock units, performance share units or other stock-based awards under any stock option plan, incentive plan, compensation plan or other benefit plan for present or former officers, directors, consultants or employees of the Borrower, its Subsidiaries and joint ventures or repurchases of Equity Interests in the Borrower or any Subsidiary that occur or are deemed to occur upon exercise of stock options or warrants to the extent such Equity Interests represent a portion of the exercise price of such options or warrants;

(g) [Reserved];

(h) [Reserved];

(i) so long as no Default has occurred and is continuing, the Borrower and its Subsidiaries may make other Restricted Payments of up to $50,000,000;

(j) [Reserved]; and

(k) the Borrower may cancel or terminate any warrants, options, stock appreciation rights, restricted stock, restricted stock units, performance share units, other stock-based awards or any other rights to acquire Qualified Equity Interests in exchange for cash or the issuance of any other warrants, options, stock appreciation rights, restricted stock, restricted stock units, performance share units, other stock-based awards or rights to acquire Qualified Equity Interests.

SECTION 6.05. Investments. Until the Rollover Date, the Borrower will not, and will not allow any of its Subsidiaries to make or hold any Investments, except:

(a) Investments by the Borrower or a Subsidiary in cash and Cash Equivalents;

(b) Investments in the Borrower or any Subsidiary and the reclassification or conversion of any such Investments to debt or equity or any combination thereof;

(c) the Acquisition;

(d) Investments by any joint venture;

(e) Investments in Persons that are joint ventures on the date of this Agreement in an aggregate amount not to exceed $50,000,000 outstanding at any time with respect to all such Investments made pursuant to this clause (e) following the date of this Agreement;

(f) (i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and (ii) Investments (including debt obligations and Equity Interests) received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business or received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(g) (i) Investments existing or contemplated on the date of the Original Interim Loan Agreement and, to the extent in excess of $10,000,000 individually or $25,000,000 in the aggregate, set forth on Schedule 6.05(g) and any modification, replacement, renewal, reinvestment or extension thereof and (ii) Investments existing on the date of this Agreement by the Borrower or any Subsidiary in the Borrower or any other Subsidiary and any modification, renewal or extension thereof; provided that the amount of the original Investment is not increased except by the terms of such Investment or as otherwise permitted by this Section 6.05;

(h) Investments in Swap Agreements permitted under Section 6.01(i);

(i) Investments in the ordinary course of business in prepaid expenses, negotiable instruments held for collection and lease, utility and worker's compensation, performance and other similar deposits provided to third parties;

(j) Investments in the ordinary course of business consisting of endorsements for collection or deposit;

(k) Investments in the ordinary course of business consisting of the licensing or contribution of intellectual property pursuant to development, marketing or manufacturing agreements or arrangements or similar agreements or arrangements with other Persons;

(l) advances of payroll payments, fees or other compensation to officers, directors, consultants or employees, in the ordinary course of business;

(m) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of the Borrower;

(n) [Reserved];

(o) [Reserved];

(p) customary Investments in connection with Permitted Receivables Facilities;

(q) other Investments in an aggregate amount not to exceed $50,000,000;

(r) the Borrower and its Subsidiaries may purchase inventory and other Property to be used or sold in the ordinary course of business and make capital expenditures;

(s) loans or advances to officers, directors, consultants and employees of the Borrower and its Subsidiaries for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes and in connection with such Person's purchase of Equity Interests of the Borrower;

(t) Investments held by a Subsidiary acquired after the date of this Agreement or of a corporation merged into the Borrower or merged or consolidated with any Subsidiary after the date of this Agreement that were not made in contemplation of such acquisition or merger;

(u) Investments in the CoBank Equities (as defined in the Senior Secured Credit Agreement) and any other stock or securities of, or Investments in, CoBank or its investment services or programs; and

(v) the transfer of Equity Interests of Schenley Distilleries Inc. to the Borrower or any Subsidiary of the Borrower.

SECTION 6.06. Prepayments of Specified Indebtedness. Until the Rollover Date, the Borrower will not, and will not permit any of its Subsidiaries to, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled principal and interest shall be permitted) any Specified Indebtedness or make any payment in violation of any subordination terms of any Specified Indebtedness, except for payments in respect of Specified Indebtedness owed to the Borrower or any Subsidiary.

SECTION 6.07. Transactions with Affiliates. Until the Rollover Date, the Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any Property to, or purchase, lease or otherwise acquire any Property from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(a) transactions at prices and on terms and conditions substantially as favorable to the Borrower or such Subsidiary (in the good faith determination of the Borrower) as could reasonably be obtained on an arm's-length basis from unrelated third parties;

(b) transactions between or among the Borrower and its Subsidiaries and any entity that becomes a Subsidiary as a result of such transaction so long as such transaction does not involve any other Affiliate;

(c) the payment of customary compensation and benefits and reimbursements of out-of-pocket costs to, and the provision of indemnity on behalf of, directors, officers, consultants and employees of the Borrower or any Subsidiary and employment, incentive, benefit, consulting and severance arrangements entered into in the ordinary course of business with officers, directors, consultants and employees of

the Borrower or its Subsidiaries; provided that during any period that the Borrower is a public company regulated by, and required to file regular periodic reports with, the SEC, any compensation paid to any director or executive officer of the Borrower or any Subsidiary which has been specifically approved by the Board of Directors of the Borrower (or by the Human Resources Committee of the Board of Directors of the Borrower or other committee responsible for such approval) during such period will be deemed to be reasonable for purposes of this clause (c);

(d) Restricted Payments permitted under Section 6.04;

(e) the issuance of Qualified Equity Interests of the Borrower and the granting of registration or other customary rights in connection therewith;

(f) transactions with joint ventures that are Affiliates solely as a result of the Borrower's or a Subsidiary's Control over such joint venture;

(g) transactions with landlords, customers, clients, suppliers, joint venture partners or purchasers or sellers of goods and services, in each case in the ordinary course of business;

(h) split-dollar life insurance agreements with Affiliates, so long as the aggregate amount of premiums payable by the Borrower during any fiscal year pursuant to such agreements shall not exceed $2,000,000 in the aggregate;

(i) loans and advances to officers, directors, consultants and employees in the ordinary course of business; and

(j) transactions effected as part of a Permitted Receivables Facility with a Receivables Entity.

SECTION 6.08. Restrictive Agreements. Until the Rollover Date, the Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Subsidiary that is not a Guarantor to pay dividends or other distributions with respect to holders of its Equity Interests; provided that the foregoing shall not apply to (i) prohibitions, restrictions and conditions imposed by law or by the Senior Secured Credit Agreement, this Agreement, the Exchange Notes Indenture and any Permitted Refinancing Indebtedness in respect thereof, (ii) prohibitions, restrictions and conditions existing on the date of this Agreement (or any extension, refinancing, replacement or renewal thereof or any amendment or modification thereto that is not, taken as a whole, materially more restrictive (in the good faith determination of the Borrower) than any such restriction or condition), including, but not limited to prohibitions, restrictions and conditions imposed by the Existing Senior Notes and any Permitted Refinancing Indebtedness incurred with respect thereto, (iii) prohibitions, restrictions and conditions arising in connection with any Disposition permitted by Section 6.10 with respect to the Property subject to such Disposition, (iv) customary prohibitions, restrictions and conditions contained in agreements relating to a Permitted Receivables Facility, (v) agreements or arrangements binding on a Subsidiary at the time such Subsidiary becomes a Subsidiary of the Borrower or any permitted extension, refinancing, replacement or renewal of, or any amendment or modification to, any such agreement or arrangement so long as any such extension, refinancing, renewal, amendment or modification is not, take as a whole, materially more restrictive (in the good faith determination of the Borrower) than such agreement or arrangement, (vi) prohibitions, restrictions and conditions set forth in Indebtedness of a Subsidiary that is not a Loan Party which is permitted by this Agreement, (vii) restrictions in joint venture agreements and other similar agreements or arrangements applicable to joint ventures, (viii) prohibitions, restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such prohibitions, restrictions or conditions apply only to the Subsidiaries incurring or Guaranteeing such Indebtedness, (ix) customary provisions in leases, subleases, licenses, sublicenses or permits so long as such prohibitions, restrictions or conditions relate only to the property subject thereto, (x) customary provisions in leases restricting the assignment or subletting thereof, (xi) customary provisions restricting assignment or transfer of any contract entered into in the ordinary course of business or otherwise permitted hereunder, (xii) prohibitions, restrictions or conditions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, (xiii) prohibitions, restrictions or conditions imposed by a Lien permitted by Section 6.02 with respect to the transfer of the Property

subject thereto, (xiv) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business, (xv) any limitation or prohibition on the disposition or distribution of assets or property in asset sale agreements, stock sale agreements and other similar agreements, which limitation or prohibition is applicable only to the assets that are the subject of such agreements and (xvi) prohibitions, restrictions or conditions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

SECTION 6.09. Sale and Leasebacks. From and after the Rollover Date, the Borrower will not, and will not permit any Subsidiary to, enter into any arrangement with any Person (other than the Borrower or any Subsidiary) whereby the Borrower or a Subsidiary agrees to lease any Principal Property (except for leases for a term of not more than three years) which has been or is to be sold or transferred more than 120 days after the later of (i) such Principal Property having been acquired by the Company or a Subsidiary and (ii) completion of construction and commencement of full operation thereof, by the Company or a Subsidiary to that Person unless (a) the net proceeds to the Company or a Subsidiary from the sale or transfer equal or exceed the fair value, as determined by the Board of Directors of the Borrower, of the Principal Property so leased, (b) immediately after giving effect to such Sale and Leaseback Transaction, the Company's Consolidated Fixed Charge Coverage Ratio would be greater than 2.0 to 1.0, or (c) the Company, within 120 days after the effective date of the Sale and Leaseback Transaction, applies an amount equal to the fair value as determined by the Borrower's Board of Directors of the Principal Property so leased to (x) the prepayment or retirement of the Company's Funded Debt, which may include the Loans or (y) the acquisition of additional real property for the Borrower or any Subsidiary. A Sale and Leaseback Transaction shall not include any such arrangement for financing air, water or noise pollution control facilities or sewage or solid waste disposal facilities or involving industrial development bonds which are tax-exempt pursuant to Section 103 of the Code (or which receive similar tax treatment under any subsequent amendments thereto or successor laws thereof).

SECTION 6.10. Dispositions. Until the Rollover Date, the Borrower will not, and will not permit any Subsidiary to, make any Disposition, except:

(a) Dispositions of obsolete or worn out Property and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and the Subsidiaries, in each case, in the ordinary course of business;

(b) Dispositions of inventory and immaterial assets, in each case, in the ordinary course of business;

(c) 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;

(d) Dispositions of Property to the Borrower or to a Subsidiary;

(e)(i) Dispositions permitted by Sections 6.04 and 6.05 and (ii) Liens permitted by Section 6.02 and (iii) Dispositions of Receivables and Permitted Receivables Related Assets in connection with Permitted Receivables Facilities;

(f) Dispositions of cash and Cash Equivalents;

(g) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(h) leases, subleases, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Subsidiaries;

(i) transfers of Property to the extent subject to Casualty Events;

(j) Dispositions of other Property by the Borrower and its Subsidiaries with an aggregate fair market value (as determined in good faith by the Borrower) for all such Dispositions in any fiscal year not to exceed $100,000,000;

(k) Dispositions of Investments in, and issuances of any Equity Interests in, joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(l) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in its best interests and not materially adverse to the Lenders and, if such Subsidiary is a Loan Party, such Loan Party's assets and property are transferred to another Loan Party; and

(m) sale and leasebacks of properties acquired following the date of this Agreement within 180 days of the acquisition thereof;

provided that for the purpose of making all calculations under Section 6.10(j), the Borrower shall use the fair market value of such Property at the time of such Disposition in the good faith determination of the Borrower.

ARTICLE VII

Events of Default

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

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days (or from and after the Rollover Date, such failure shall continue unremedied for a period of thirty (30) days);

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document required to be delivered in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 2.19, 5.02(a), 5.03(i) or Article VIprovided, in the case of any such failure following the Rollover Date, such failure shall continue unremedied for a period of 90 days (or, in the case of a failure to comply with Section 2.19, five days) after written notice thereof from the Administrative Agent or the Required Lenders to the Borrower;

(e) any Loan Party, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days (or, in the case of any such failure following the Rollover Date, (i) except in the case of a failure to perform any covenant in Section 5.01, 90 days and (ii) in the case of a failure to perform any covenant in Section 5.01, 180 days) after written notice thereof from the Administrative Agent or the Required Lenders to the Borrower;

(f) the failure by the Borrower or any Significant Subsidiary to make any payment, on or before the end of the applicable grace period, after the maturity of any Indebtedness of the Borrower or any Significant Subsidiary with an aggregate principal amount then outstanding in excess of $100,000,000 or the acceleration of indebtedness of the Borrower with an aggregate principal amount then outstanding in excess of $100,000,000 as a result of a default with respect to such indebtedness, and, in the case of any such failure following the Rollover Date, such indebtedness, in either case, is not discharged or such acceleration shall not have been cured, waived, rescinded or annulled within a period of 30 days after the Borrower has received written notice thereof from the Administrative Agent or the Required Lenders.

(g) [Reserved];

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of any proceeding or petition described in clause (h) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any corporate action for the purpose of effecting any of the foregoing;

(j) [Reserved];

(k) prior to the Rollover Date, one or more final, non-appealable judgments for the payment of money in an aggregate amount in excess of $100,000,000 (to the extent due and payable and not covered by insurance as to which the relevant insurance company has not denied coverage) shall be rendered against the Borrower, any Significant Subsidiary or any combination thereof and the same shall remain unpaid or undischarged for a period of thirty (30) consecutive days during which execution shall not be paid, bonded or effectively stayed;

(l) [Reserved];

(m) [Reserved];

(n) the Guarantee Agreement shall cease, for any reason, to be in full force and effect with respect to any Significant Subsidiary or any Loan Party or any Affiliate of a Loan Party shall so assert,

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

Notwithstanding anything in this Article VII to the contrary, the Commitments may not be terminated pursuant to this Article VII prior to the Closing Date and the funding of the Loans to occur on such date.

ARTICLE VIII

The Administrative Agent

(a) Each of the Lenders hereby irrevocably appoints Bank of America as its agent and authorizes Bank of America to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall have no rights as a third party beneficiary of any of such provisions, except as expressly set forth in subparagraph (f) below.

(b) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

(c) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing; (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or by the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and (c) except as expressly set forth herein and in the other Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided herein) or in the absence of its own bad faith, gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to

have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(e) The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

(f) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower and (unless an Event of Default under clause (a) or (b), (h) or (i) of Article VII shall have occurred and be continuing) with the consent of the Borrower (which consent of the Borrower shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

(g) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(h) To the extent required by any applicable Laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.16, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative

Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this clause (h). The agreements in this clause (h) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

(i) The Lenders irrevocably agree that any Guarantor shall be automatically released from its obligations under the Guarantee Agreement if such Person ceases to be a guarantor of the Senior Secured Credit Agreement.

Upon request by the Administrative Agent at any time, the Required Lenders (or such greater number of Lenders as may be required pursuant to Section 9.02) will confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under the Guarantee Agreement pursuant to this clause (i). In each case as specified in this clause (i), the Administrative Agent will (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such Guarantor from its obligations under the Guarantee Agreement, in each case in accordance with the terms of the Loan Documents and this clause (i).

Anything herein to the contrary notwithstanding, none of the "arrangers," "bookrunning managers", "co-documentation agents" or "co-syndication agent" listed on the cover page hereof shall have any duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder. Any right given to any Arranger hereunder may be exercised or not exercised in such Arranger's sole discretion and is for the benefit of such Arranger and not any other Person.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE INFORMATION. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent, any Arranger or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, the Administrative Agent's or any Arranger's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Administrative Agent. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower unless due to such Person's gross negligence or willful misconduct. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

SECTION 9.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by clause (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Except as otherwise set forth in this Agreement or any other Loan Document (with respect to such Loan Document), neither this Agreement nor any other Loan Document (nor, prior to the first Exchange Date, the Exchange Notes Indenture) nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided, that no such agreement shall (i) increase the Commitment of any Lender without the written consent of each Lender directly affected thereby, it being understood that the waiver of any Default or mandatory prepayment shall not constitute an increase of any Commitment of any Lender, (ii) reduce the principal amount of any Loan or reduce the rate of interest or premium thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby; provided that only the consent of the Required Lenders shall be necessary to amend Section 2.12(c) or to waive any obligation of the Borrower to pay interest at the rate set forth therein, (iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, (iv) change Section 2.17(b), (c) or (d) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender directly affected thereby, (v) change any of the provisions of this Section, the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender or (vi) release all or substantially all of the Guarantors from their obligations under the Guarantee Agreement, without the written consent of each Lender or (vii) amend Section 2.19 in a manner that would materially increase the restrictions on exchanging Loans for Exchange Notes without the consent of each Lender; provided that (1) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent, (2) no such agreement shall amend, modify or otherwise affect the rights or duties of any Arranger hereunder without the prior written consent of such Arranger and (3) the Administrative Agent and the Borrower may, with the consent of the other but without the consent of any other Person, amend, modify or supplement this Agreement and any other Loan Document to cure any ambiguity, typographical or technical error, defect or inconsistency.

SECTION 9.03. Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their Affiliates, including the reasonable and documented fees, charges and disbursements of a single counsel for the Arrangers and the Administrative Agent (and, if necessary, one local counsel in each applicable jurisdiction and regulatory counsel), in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof and any issuance or proposed issuance of Exchange Notes (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or any Lender (limited to the reasonable and documented fees, charges and disbursements of a single counsel for the Administrative Agent and the Lenders, which counsel shall be selected by the Administrative Agent (and, if necessary, one local counsel

in each applicable jurisdiction, regulatory counsel and one additional counsel for the affected parties in the event of a conflict of interest)), in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) The Borrower shall indemnify the Administrative Agent, the Arrangers, the Co-Documentation Agents, the Co-Syndication Agents and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out-of-pocket expenses, including the reasonable and documented fees, charges and disbursements of a single counsel for the Indemnitees selected by the Administrative Agent (and, if necessary, one local counsel in each applicable jurisdiction and one additional counsel for each affected Indemnitee in the event of a conflict of interest), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) to the extent relating to or arising from any of the foregoing, any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether brought by a Borrower, its equityholders or any third party; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its officers, directors, employees or Controlling Persons.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under clause (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(d) To the extent permitted by applicable law, no party hereto shall assert, and each party hereto hereby waives, any claim against any other party hereto and any Indemnitee on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided, that this clause (d) shall in no way limit the Borrower's indemnification obligations set forth in clauses (a) and (b) of this Section 9.03.

(e) All amounts due under this Section shall be payable not later than 60 days after written demand therefor;provided, however, that an Indemnitee shall promptly refund any amount received under this Section 9.03 to the extent that there is a final judicial or arbitral determination that such Indemnitee was not entitled to indemnification rights with respect to such payment pursuant to the express terms of this Section 9.03.

SECTION 9.04. Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors

and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Arrangers and the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(a) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitments of any Class and the Loans at the time owing to it of any Class or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(b) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $1,000,000 unless the Administrative Agent otherwise consents (such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations between separate Classes on a non-pro rata basis;

(iii) Required Consents. The consent of (i) the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitment or Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund and (ii) the Borrower shall be required in the case of an assignment of a Commitment (but not a Loan) (x) to a Person that is not a Qualified Replacement Lender or (y) by an Initial Lender if, immediately after giving effect to such assignment, such Initial Lender and its Affiliates would, in the aggregate, hold less than 20% of the aggregate amount of all Commitments.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the

rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts and interest thereon of the Loans owing to each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, 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.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (i) through (vii) of the first proviso in Section 9.02(b) that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 (subject to the requirements and limitations of such Sections and Section 2.18) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Sections 2.17 and 2.18 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts and interest thereon 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 (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that any loans are in registered form for U.S. federal income tax purposes. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the Participant for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent that the Participant's right to a greater payment results from a Change in Law after the Participant becomes a Participant.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note(s), if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied. The provisions of Sections 2.14, 2.15, 2.16 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements referred to herein (solely with respect to the parties thereto) constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (including the Original Interim Loan Agreement). The parties agree that nothing in the Bank Engagement Letter, the Fee Letter, the Agency Fee Letter or any other agreement among any of the parties hereto existing on the date of this Agreement contains any provisions that (i) imposes or would impose any additional conditions to the availability of the Loans or (ii) reduce the Commitment of any Lender, in each case, other than the terms specifically set forth in this Agreement. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff.

(a) If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any of and all the Obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

(b) To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended

to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York (without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby); provided that, for purposes of Section 4.01(j), any determination as to whether there has been any amendment or waiver under the Acquisition Agreement of your obligations to close the Acquisition shall be determined in accordance with the laws of Delaware.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The foregoing shall not affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement against any other party or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in clause (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and shall have agreed to keep such Information confidential or shall be under a professional obligation to keep such Information confidential, in each case, on terms at least as restrictive as those set forth in this Section), (b) to the extent requested or required by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process provided, that to the extent practicable and permitted by law, the Borrower has been notified prior to such disclosure so that the Borrower may seek, at the Borrower's sole expense, a protective order or other appropriate remedy, (d) to any other party hereto, (e) to the extent reasonably necessary in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to a Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

SECTION 9.13. USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower and each other Loan Party, which information includes the name and address of the Borrower and each other Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower and each other Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

SECTION 9.14. Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable Law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.15. No Fiduciary Duty. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and each other Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers, the Co-Documentation Agents and the Co-Syndication Agents are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent, the Arrangers, the Co-Documentation Agents and the Co-Syndication Agents, on the other hand, (B) each of the Borrower and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Arranger, each Co-Documentation Agent, each Co-Syndication Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, any other Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent nor any Arranger, Co-Documentation Agent, Co-Syndication Agent or Lender has any obligation to the Borrower, any other Loan Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers, the Co-Documentation Agents, the Co-Syndication Agents, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent nor any Arranger, Co-Documentation Agent, Co-Syndication Agent or Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and the other Loan Parties hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers, the Co-Documentation Agents, the Co-Syndication Agents and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

[Signature Pages Follow]

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

CONSTELLATION BRANDS, INC.

By: /s/ David E. Klein
Name: David E. Klein
Title: Senior Vice President and Treasurer

BANK OF AMERICA, N.A., individually as a Lender and as Administrative Agent

By: /s/ Matt Holbrook
Name: Matt Holbrook
Title: Director

[Amended and Restated Interim Loan Agreement Signature Page]

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

By: /s/ Tony Yung
Name: Tony Yung
Title: Executive Director

[Amended and Restated Interim Loan Agreement Signature Page]

COÖPERATIEVE CENTRALE RAIFFEISEN - BOERELEBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH, individually as a Lender

By: /s/ Brett Delfino
Name: Brett Delfino
Title: Executive Director

By: /s/ Anne Greven
Name: Anne Greven
Title: Managing Director

[Amended and Restated Interim Loan Agreement Signature Page]

BARCLAYS BANK PLC,
individually as a Lender

By: /s/ Craig J. Malloy
Name: Craig J. Malloy
Title: Director

[Amended and Restated Interim Loan Agreement Signature Page]

WELLS FARGO BANK, N.A.,
individually as a Lender

By: /s/ Kenneth Washington
Name: Kenneth Washington
Title: Senior Vice President

WF INVESTMENT HOLDINGS, LLC.,
individually as a Lender

By: /s/ Gary R. Wolfe
Name: Gary Wolfe
Title: Managing Director

[Amended and Restated Interim Loan Agreement Signature Page]

HSBC BANK USA, NATIONAL ASSOCIATION, individually as a Lender

By: /s/ Joseph B. Sheehan
Name: Joseph Sheehan
Title: Managing Director

[Amended and Restated Interim Loan Agreement Signature Page]

THE BANK OF TOKYO MITSUBISHI UFJ, LTD., individually as a Lender

By: /s/ Christine Howatt
Name: Christine Howatt
Title: Authorized Signatory

[Amended and Restated Interim Loan Agreement Signature Page]

Schedule 2.01

Commitments

Lender	Bridge A Commitment
Bank of America, N.A.	$ 203,125,000
JPMorgan Chase Bank, N.A.	$ 203,125,000
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch	$ 97,500,000
Barclays Bank PLC	$ 65,000,000
WF Investment Holdings, LLC	$ 48,750,000
HSBC Bank USA, National Association	$ 16,250,000
The Bank of Tokyo Mitsubishi UFJ, Ltd.	$ 16,250,000
Total	**$ 650,000,000**

Lender	Bridge B Commitment
Bank of America, N.A.	$ 382,812,500
JPMorgan Chase Bank, N.A.	$ 382,812,500
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch	$ 183,750,000
Barclays Bank PLC	$ 122,500,000
Wells Fargo Bank, N.A.	$ 91,875,000
HSBC Bank USA, National Association	$ 30,625,000
The Bank of Tokyo Mitsubishi UFJ, Ltd.	$ 30,625,000
Total	**$ 1,225,000,000**

Schedule 3.01

Subsidiaries[1,2,3]

Name	Jurisdiction of Incorporation or Formation	Percentage of issued and outstanding Equity Interests Owned by Borrower and its Subsidiaries	Nature of Issued and Outstanding Interests	Type of Subsidiary
ALCOFI INC.	New York	100% of all Equity interests	N/A	
Constellation Beers Ltd.	Maryland	100% of all Equity Interests	N/A	
Constellation Leasing, LLC	New York	100% of all Equity Interests	N/A	
Constellation Services LLC	Delaware	100% of all Equity Interests	N/A	
Constellation Brands U.S. Operations, Inc. (f/k/a Constellation Wines U.S., Inc.)	New York	100% of all Equity Interests	N/A	
Franciscan Vineyards, Inc.	Delaware	100% of all Equity Interests	N/A	
Robert Mondavi Investments	California	100% of all Equity Interests	N/A	

[1] The Borrower has commitments and obligations to issue shares of its capital stock under certain stock option plans, incentive plans, compensation plans, employee stock purchase plans and other stock-based plans, each of which is publicly filed, and options and other rights to acquire shares of capital stock of the Borrower are held by various Persons pursuant to such plans. As set forth in the Borrower's Certificate of Incorporation, as amended, which has been publicly filed, shares of Class B common stock and Class 1 common stock of the Borrower are convertible into shares of Class A common stock of the Borrower.

[2] In certain cases, the registered owner may have preemptive rights in the shares of the Subsidiary.

[3] Constellation Capital LLC and 3112751 Nova Scotia Company are parties to a Subscription Agreement under which Constellation Capital LLC may acquire certain shares of 3112751 Nova Scotia Company.

Name	Jurisdiction of Incorporation or Formation	Percentage of issued and outstanding Equity Interests Owned by Borrower and its Subsidiaries	Nature of Issued and Outstanding Interests	Type of Subsidiary
Constellation Brands SMO, LLC (f/k/a Spirits Marque One LLC)	Delaware	100% of all Equity Interests	N/A	
Constellation International Holdings Limited	New York	100% of all Equity Interests	N/A	
CWI Holdings LLC	New York	100% of all Equity Interests	N/A	
3112751 Nova Scotia Company	Nova Scotia	100% of all Equity Interests	N/A	
CB International Finance S.a.r.l.	Luxembourg	100% of all Equity Interests	N/A	
CB Nova Scotia ULC	Nova Scotia	100% of all Equity Interests	N/A	
Constellation Canada Limited Partnership	Ontario	100% of all Equity Interests	N/A	
Constellation Brands New Zealand Limited (f/k/a Constellation New Zealand Limited)	New Zealand	100% of all Equity Interests	N/A	
Nobilo Holdings	New Zealand	100% of all Equity Interests	N/A	
Ruffino S.r.l.	Italy	100% of all Equity Interests	N/A	
Constellation Brands Schenley, Inc. (f/k/a Schenley Distilleries Inc. / Les Distilleries Schenley Inc.)	Canada	100% of all Equity Interests	N/A	
Tenimenti Ruffino S.r.l.	Italy	100% of all Equity Interests	N/A	

Name	Jurisdiction of Incorporation or Formation	Percentage of issued and outstanding Equity Interests Owned by Borrower and its Subsidiaries	Nature of Issued and Outstanding Interests	Type of Subsidiary
Constellation Brands Canada, Inc. (f/k/a Vincor International Inc.)	Canada	100% of all Equity Interests	N/A	
Constellation Brands Québec, Inc. / Marques Constellation Québec, Inc. (f/k/a Vincor (Québec) Inc.)	Québec	100% of all Equity Interests	N/A	
Constellation Trading Company, Inc.	New York	100% of all Equity Interests	N/A	Immaterial Subsidiary[4]
Inniskillin Wines Inc.	Ontario	100% of all Equity Interests	N/A	Immaterial Subsidiary
Nobilo Vintners Limited	New Zealand	100% of all Equity Interests	N/A	Immaterial Subsidiary
Spagnol's Wine & Beer Making Supplies Ltd.	Canada	100% of all Equity Interests	N/A	Immaterial Subsidiary
The Hogue Cellars, Ltd.	Washington	100% of all Equity Interests	N/A	Immaterial Subsidiary[4]
Constellation Brands International IBC, Inc. (f/k/a Vincor International IBC Inc.)	Barbados	100% of all Equity Interests	N/A	Immaterial Subsidiary

[4] The Borrower will cause this Subsidiary to become a Guarantor.

Schedule 3.06

Disclosed Matters

None.

Schedule 6.01[5]

Existing Indebtedness

Loan/Financing Agreements

1. Project Financing Agreement, dated as of July 31, 2009, between IBM Credit LLC and Constellation Brands, Inc., as amended from time to time, providing a credit facility in an amount of up to $20,000,000.
2. Phase Two Project Financing Agreement, dated as of December 17, 2010, between IBM Credit LLC and Constellation Brands, Inc., providing a credit facility in an amount of up to $10,000,000.
3. Phase Three Project Financing Agreement, dated as of February 14, 2012, between IBM Credit LLC and Constellation Brands, Inc., providing a credit facility in an amount of up to $10,000,000.
4. Software/Services Financing Agreement, dated as of June 24, 2011, between IBM Credit LLC and Constellation Brands, Inc. for a loan of $324,155.29.
5. Revolving Credit Facility Letter Agreement, dated June 28, 2006, between Rabobank Nederland, Canadian Branch, and Vincor International Inc., as amended from time to time, providing a revolving credit facility in an amount up to C$86,000,000.
6. Revolving Cash Advance Facility, dated November 30, 2009, between Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. and Constellation New Zealand Limited, as amended from time to time, providing a revolving credit facility in an amount up to NZ$10,000,000.
7. Revolving Credit Facility Letter Agreement, dated October 5, 2011, between Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. and Ruffino S.r.l., providing a revolving credit facility in an amount up to €70,000,000.
8. Scotia Connect Online Service Request Wire Payments Addendum dated March 28, 2007 and CAD Overdraft Facility with a maximum available amount of USD 10 million (overdraft line of credit facility).

Indentures

1. Indenture, dated as of August 15, 2006, among the Borrower, as issuer, the guarantors signatory thereto and BNY Midwest Trust Company, as trustee (the "2006 Indenture").

[5] On June 1, 2012: The name of Constellation Wines U.S., Inc. was changed to Constellation Brands U.S. Operations, Inc.; the name of Constellation New Zealand Limited was changed to Constellation Brands New Zealand Limited; and the name of Vincor International Inc. was changed to Constellation Brands Canada, Inc.

2. Supplemental Indenture No. 1 to the 2006 Indenture, dated as of August 15, 2006, with respect to the 7.25% Senior Notes in the amount of $700,000,000, due in 2016, by and among the Borrower, as issuer, the guarantors named therein and BNY Midwest Trust Company, as trustee.

3. Indenture with respect to the 7.25% Senior Notes in the amount of $700,000,000 due in 2017, dated as of May 14, 2007, among the Borrower, as issuer, the guarantors signatory thereto and The Bank of New York Trust Company, N.A., as trustee.

4. Supplemental Indenture No. 4 to the 2006 Indenture, dated as of December 5, 2007, with respect to the 8⅜% Senior Notes in the amount of $500,000,000 due in 2014, by and among the Borrower, as issuer, the guarantors named therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee.

5. Indenture, dated as of April 17, 2012, among the Borrower, as issuer, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee (the "2012 Indenture").

6. Supplemental Indenture No. 1 to the 2012 Indenture, dated as of April 17, 2012, with respect to the 6% Senior Notes in the amount of $600,000,000, due in 2022, by and among the Borrower, as issuer, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee.

Guarantees

1. Guaranty, dated December 29, 2011, issued by Constellation Brands, Inc., guaranteeing the obligations of Crown Imports LLC under a certain Office Lease (as amended and/or assigned from time to time) between Crown Imports LLC and South Dearborn, LLC.

2. Guarantee, dated October 7, 2008, issued by Robert Mondavi Investments, guaranteeing the obligations of Opus One Winery, LLC under the Bank of America, N.A. Loan Agreement, up to $19,300,000.

3. Guaranty, dated December 9, 2009, issued by Constellation International Holdings Limited, guaranteeing the obligations of Constellation Capital LLC under the 3112751 Nova Scotia Company Subscription Agreement.

4. Constellation Wines U.S., Inc. remains responsible for obligations under the Califland lease, dated on or around April 1, 2007, which Constellation Wines U.S., Inc. assigned to The Wine Group, LLC.

5. Constellation Wines U.S., Inc. remains responsible for obligations under the Can-Am Produce, Inc. lease, dated on or around April 1, 2007, which Constellation Wines U.S., Inc. assigned to The Wine Group, LLC.

6. Guarantee provided by Constellation Brands, Inc. under the Membership Interest Purchase Agreement, dated June 28, 2012, among Constellation Brands, Inc., Constellation Beers, Ltd., Constellation Brands Beach Holdings, Inc. and Anheuser-Busch InBev SA/NV.

Letters of Credit

1. Letter of Credit #99.95 issued by Banco di Brescia for the account of Ruffino and for the benefit of Agenzia delle Dogane – Duty Tax Office.
2. Letter of Credit #393.95 issued by Banco di Brescia for the account of Ruffino and for the benefit of Agenzia delle Dogane – Duty Tax Office.
3. Letter of Credit #1/12670 issued by Banco di Brescia for the account of Ruffino and for the benefit of Agenzia delle Dogane – Duty Tax Office.
4. Letter of Credit #1/37208 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
5. Letter of Credit #1/37209 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
6. Letter of Credit #1/37242 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
7. Letter of Credit #3/37242 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
8. Letter of Credit #2/37242 issued by Banco di Brescia for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
9. Letter of Credit #0029.0745794.09 issued by La Fondiaria – SAI for the account of Tenimenti Ruffino and for the benefit of ARTEA – Capital Contributions Vineyard Equ.
10. Letter of Credit #820-427-3 issued by Banco Popolare di Bergamo for the account of Tenimenti Ruffino and for the benefit of Municipality of Greve in Chianti – Road Works.

Capital Leases[6] (in an aggregate principal amount of $18,616,457.25, as of May 31, 2012)

1. Xerox lease (including Statement of Work, Services and Solutions Agreement and Services & Solutions Order), dated July 15, 2011, between Constellation Brands, Inc. and Xerox Corporation.

[6] Including all schedules entered into on or prior to May 31, 2012.

2. Pitney Bowes Global Financial Services Lease Agreement, dated June 30, 2011, between Constellation Brands, Inc. and Pitney Bowes.

3. RMAP Master Lease Agreement, dated March 11, 2005, between Constellation Brands, Inc. and Ricoh Corporation.

4. Master Equipment Lease Agreement No. 36264, dated as of September 4, 2007, between Constellation Wines U.S., Inc. and Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation) (including, without limitation, Lease Schedule No. 41375-11500-004 and Lease Schedule No. 41375-11500-005).

5. Master Equipment Lease, dated October 6, 2010, between Constellation Wines U.S., Inc. (successor-by-assignment to Constellation Brands, Inc.) and Manufacturers and Traders Trust Company.

6. Master Equipment Lease, dated January 11, 2010, between Constellation Wines U.S., Inc. and Watts Equipment Company.

7. Master Equipment Lease, dated August 8, 2011, between Constellation Wines U.S., Inc. and Farm Credit Leasing Services Corporation.

8. Master Equipment Lease, dated August 15, 2011, between Constellation Wines U.S., Inc. and Wells Fargo Equipment Finance, Inc.

9. Lease, dated February 27, 2004, between Ruffino S.r.l. and Centro Leasing Spa.

10. Master Equipment Lease, dated April 25, 2012, between Constellation Wines U.S., Inc. and U.S. Bank Equipment Finance, a division of U.S. Bank National Association.

Miscellaneous

1. Investments listed on Schedule 6.05(g) that also constitute Indebtedness for purposes of Section 6.01 of this Agreement.

2. Global Commercial Services Account Agreement, dated September 22, 2010, among American Express Travel Related Services Company, Inc. and its Global Related Entities, Constellation Brands, Inc., Crown Imports LLC and certain subsidiaries of Constellation Brands, Inc.

Schedule 6.02

Existing Liens[7]

1. Liens arising under the capital leases set forth on Schedule 6.01 under the heading "Capital Leases".

[7] All operating and synthetic leases of the Borrower and its Subsidiaries have been omitted.

Schedule 6.05(g)

Investments

Joint Ventures

1. Crown Imports LLC (50% owned by Constellation Beers Ltd.).
2. Opus One Winery LLC (50% owned by Robert Mondavi Investments).
3. Wicer, LLC (33.46% owned by Constellation Brands U.S. Operations, Inc.)[8]
4. Accolade Wines Holdings Europe Limited (less than 19.9% owned by Constellation International Holdings Limited)[8]
5. Accolade Wines Holdings Australia Pty Ltd ACN 103 359 299 (less than 19.9% owned by CWI Holdings LLC)[8]
6. L.O. Smith AB (9.99% owned by Constellation Brands SMO, LLC)[8]
7. Crew Wine Company LLC (35% owned by CBUS Crew Holdings, Inc.)[8]
8. Valleyfield Vineyard Partnership (60% owned by Nobilo Vintners Limited)[8]
9. Springfield Partnership (24.9% owned by Nobilo Vintners Limited)[8]
10. Kikowhero Partnership (50% owned by Nobilo Vintners Limited)[8]
11. Okanagan Wine Shops Limited (66.7% owned by Constellation Brands Canada, Inc.)[8]
12. Nk'Mip Cellars Inc. (a minority interest is owned by Constellation Brands Canada, Inc.)[8]
13. Okanagan Estate Cellars Ltd. (25% owned by Constellation Brands Canada, Inc.)[8]
14. Brant Oil & Gas Company Limited (57% owned by Constellation Brands Canada, Inc.)[8]
15. Osoyoos Larose Estate Winery Ltd. (50% owned by Constellation Brands Canada, Inc.)[8]
16. Project Compass (as previously disclosed in writing to the Initial Lenders).
17. Project Pioneer (as previously disclosed in writing to the Initial Lenders).

[8] All ownership percentages are approximate.

Miscellaneous

1. Indebtedness listed on Schedule 6.01 that also constitutes an Investment for purposes of Section 6.05 of this Agreement.

Schedule 9.01

Notices

BORROWER:

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: Treasurer
Facsimile: 585-678-7108

with a copy to:

Constellation Brands, Inc.
207 High Point Drive, Bldg. 100
Victor, NY 14564
Attn: General Counsel
Facsimile: 585-678-7119

and

Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Attn: Craig Mills, Esq.
Phone: 617-345-1219
Facsimile: 866-947-1553
Email: cmills@nixonpeabody.com

ADMINISTRATIVE AGENT:

Administrative Agent's Office

(for payments and Borrowing Requests)

James Underwood
Bank of America NA
Mail Code NC1-001-04-39
One Independence Center
101 N Tryon St
Charlotte, NC 28255
Phone: 980-683-2812
Facsimile: 704-548-5646
Email: james.a.underwood@baml.com

Other Notices as Administrative Agent:

Angelo Martorana
Bank of America, N.A.
Mail Code: TX1-492-14-11
901 Main Street
Dallas, Texas 75202-3714
Phone: 312-828-7933
Facsimile: 877-206-8415
Email: angelo.m.martorana@baml.com

With a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attention: Corey Wright, Esq
Phone: 212-701-3165
Facsimile: 212-701-3165

and

Colleen M. O'Brien
Bank of America N.A.
Mail code NY7-144-10-03
One East Avenue, 10th Floor
Rochester, NY 14638
Phone: 585-546-9362
Facsimile: 312-453-6274
Email: colleen.m.O'brien@baml.com

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.] Capitalized terms used but not defined herein shall have the meanings given to them in the Interim Loan Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

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

1. Assignor[s]: _____

   _____

2. Assignee[s]: _____

   _____

   [for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

3. Borrower: Constellation Brands, Inc.

4. Administrative Agent: Bank of America, N.A., as the administrative agent under the Credit Agreement

5. Credit Agreement: Interim Loan Agreement, dated as of June 28, 2012, among Constellation Brands, Inc., the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

6. Assigned Interest:

Assignor[s]	Assignee[s]	Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans	CUSIP Number
			$	$	%	
			$	$	%	
			$	$	%	

[7. Trade Date: _____]

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

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

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and] Accepted:

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

By: _____
Title:

[Consented to:]

By: _____
Title:

[Consented to:

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:][1]

[1] To be included only if Borrower's consent is required by Section 9.04 of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][[the relevant] Assigned Interest, (ii) [the] [such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 9.04(b)(iii), (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under Section 9.04(b)(iii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the] [such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.01(a) and (b) thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the 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.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby.

EXHIBIT B

FORM OF NOTE

_____, ____

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to _____ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the [Bridge A Loan/Bridge B Loan] from time to time made by the Lender to the Borrower under that certain Interim Loan Agreement, dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

The Borrower promises to pay interest on the unpaid principal amount of the [Bridge A Loan/Bridge B Loan] made by the Lender from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is one of the Notes referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guarantee Agreement. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. The [Bridge A Loan/Bridge B Loan] made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its [Bridge A Loans/Bridge B Loans] and payments with respect thereto.

The Borrower hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THE ASSIGNMENT OF THIS NOTE AND ANY RIGHTS WITH RESPECT THERETO IS SUBJECT TO THE PROVISIONS OF THE AGREEMENT INCLUDING THE PROVISIONS GOVERNING THE REGISTER AND THE PARTICIPANT REGISTER.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Class of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

EXHIBIT C

FORM OF SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE
of
CONSTELLATION BRANDS, INC.
AND ITS SUBSIDIARIES

[ ], 201[ ]

This certificate is furnished pursuant to Section 4.01(d) of the Credit Agreement, dated as of June 28, 2012 (the "**Credit Agreement**"), among Constellation Brands, Inc., a Delaware corporation (the "**Borrower**"), the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent thereunder and the other parties from time to time party thereto. Terms used but not defined herein shall have the meaning ascribed to them in the Credit Agreement.

The undersigned hereby certifies, solely in such undersigned's capacity as [Title] of the Borrower, and not individually, that the Borrower and its Subsidiaries (taken as a whole), on the Closing Date after giving effect to the Transactions, are Solvent. "Solvent" as used herein means, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they become absolute and matured and (d) such Person is not engaged in any business, as conducted on such date and as proposed to be conducted following such date, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

The undersigned is familiar with the business and financial position of the Borrower and its Subsidiaries. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate in such undersigned's capacity as [Title] of the Borrower, on behalf of the Borrower, and not individually, as of the date first stated above.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

TERMS OF EXCHANGE NOTES

[SEE ATTACHED]

Exhibit D
Summary Terms of Exchange Notes

Set forth below is a summary of the required terms of the Exchange Notes. To the extent not specified below, all terms of the Exchange Notes shall be consistent with the terms of the indenture governing the Borrower's existing 6% senior notes due 2022 (the "2022 Notes Indenture").

Issuer:	Constellation Brands, Inc.
Guarantors:	Same as the Senior Secured Credit Agreement.
Final Maturity Date:	8 years after the Closing Date
Interest:	The Exchange Notes will accrue interest at a per annum rate equal to the Total Cap. Interest will be computed on the basis of a year of 360 days consisting of twelve months of 30 days.
Interest Payment Dates:	A date selected by the Arrangers that is within thirty days of the first date of issuance of Exchange Notes and a date that is 6 calendar months after such initial date.
Record Dates:	The dates selected by the Arrangers in accordance with industry custom.
First Interest Payment Date:	The interest payment date that is closest to 6 months after the first date of issuance of Exchange Notes.
Optional Redemption:	The Company may redeem some or all of the Exchange Notes at any time at a redemption price equal to the greater of • 100% of the principal amount of the Exchange Notes being redeemed; and • the sum of the present values of the remaining scheduled payments of principal and interest on the notes being redeemed (excluding interest accrued to the redemption date) from the redemption date to the maturity date discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate equal to the Treasury Rate (to be defined in a manner consistent with the definition in the 2022 Notes Indenture) plus 50 basis points.

The Company will also pay accrued and unpaid interest on the notes to the redemption date.

Mandatory Offer to Redeem Upon Change of Control:	Same as the 2022 Notes Indenture.
Covenants and Events of Default:	Same as the 2022 Notes Indenture.
Documentation:	The Borrower will use commercially reasonable efforts to cause the Exchange Notes to have CUSIP numbers and to trade through DTC. Upon issuance, the Exchange Notes will be subject to transfer restrictions customary for debt securities sold in reliance on private placement exemptions from the registration requirements of the Securities Act of 1933 and the Exchange Notes Indenture will contain customary restrictions on transfers to ensure compliance with the Securities Act.
Exchange Notes Registration Rights Agreement:	The Borrower, the Guarantors and the Arrangers shall enter into a registration rights agreement having the principal terms set forth on Annex I hereto and otherwise reasonably satisfactory to the Borrower and the Arrangers.

Annex I

Pursuant to the Exchange Notes Registration Rights Agreement, the Borrower and the Guarantors will agree, at their expense, to:

- File with the SEC, or otherwise designate an existing registration statement filed with the SEC, prior to or on the 90th day after the earliest date of original issuance of any of the Exchange Notes, a shelf registration statement on an appropriate form covering resales by holders of all Registrable Securities (as defined below) (such 90th day, the "*filing target date*");
- Use reasonable best efforts to cause such shelf registration statement to become effective as promptly as is practicable, but in any event prior to or on the 180th day after the earliest date of original issuance of any of the Exchange Notes (such 180th day, the "*effectiveness target date*"); and
- Use reasonable best efforts to keep the shelf registration statement effective with respect to the Registrable Securities; provided that in no event shall there be any requirement to keep the shelf registration statement effective beyond the second anniversary of the earliest date of original issuance of any of the Exchange Notes.

"*Registrable Securities*" means each Exchange Note and related guarantees until the earlier of (i) the date on which such Exchange Note and related guarantees have been sold or otherwise transferred pursuant to an effective shelf registration statement; and (ii) the date that is two years after the initial issuance of Exchange Notes under the Exchange Notes Indenture (subject to extension for a period of time equal to the aggregate period of time during which the Borrower has suspended the availability of the prospectus as contemplated below).

The Borrower will also agree to provide to each holder or Exchange Notes copies of the prospectus contained in the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take certain other actions as are required to permit unrestricted resales of the Exchange Notes and related guarantees. A holder who sells Exchange Notes pursuant to the shelf registration statement generally will be required to be named a selling security holder in the related prospectus and to deliver a prospectus to purchasers and will be bound by the provisions of the Exchange Notes Registration Rights Agreement which are applicable to that holder (including certain indemnification and contribution provisions). If a shelf registration statement covering those securities is not effective, they may not be sold or otherwise transferred except pursuant to an exemption from registration under the Securities Act and any other applicable securities laws or in a transaction not subject to those laws.

The Borrower may suspend the holders' use of the prospectus for a maximum of 45 days in any 90-day period, and not to exceed an aggregate of 90 days in any 12-month period, if the Borrower, in good faith, determines that because of valid business reasons (not including avoidance of its obligations under the Exchange Notes Registration Rights Agreement), including without limitation proposed or pending corporate developments and similar events or because of filings with the SEC, it is in the Borrower's best interests to suspend such use. The Borrower need not specify the nature of the event giving rise to a suspension in any notice to holders of the Exchange Notes of the existence of such suspension.

Each of the following is a "*registration default*":

- the shelf registration statement has not been filed (or designated) with the SEC prior to or on the filing target date; or
- the shelf registration statement has not become effective prior to the effectiveness target date; or
- the registration statement shall cease to be effective, become effective and then cease to be effective or fail to be usable (exclusive of any suspension period referenced in the previous paragraph) without being succeeded by a post-effective amendment or a report filed with the SEC that cures the failure of the registration statement to be effective or usable.

If a registration statement default occurs, liquidated damages in the form of additional interest ("*additional interest*") will accrue on the Exchange Notes that are Registrable Securities, from and including the day following the registration default to but excluding the earlier of (1) the day on which the registration default has been cured and (2) the first day on which there are no longer any Registrable Securities. Liquidated damages will be paid semi-annually in arrears, with the first semi-annual payment due on the first interest payment date, as applicable, following the date on which such liquidated damages begin to accrue, and will accrue at a rate equal to 0.25% per annum of the principal amount of an Exchange Note that is a Registrable Security to and including the 90th day following such registration default. Thereafter, interest shall increase by an additional 0.25% at the beginning of each subsequent 90 day period. Such interest shall be payable on the regular interest payment dates for the Exchange Notes. In no event will liquidated damages accrue at a rate per year exceeding 1.00% or on any Exchange Note that is not a Registrable Security. The holder's right to liquidated damages in the form of additional interest shall be its sole remedy in the event of a registration default.

Holders of Exchange Notes will be required to deliver a questionnaire with certain information to be used in connection with the shelf registration statement. In order to sell Exchange Notes and related guarantees pursuant to the shelf registration statement, a holder must complete and deliver the questionnaire to the Borrower. To be named as a selling securityholder in the related prospectus at the time of effectiveness of the shelf registration statement, a holder must complete and deliver the questionnaire to the Borrower on or prior to the tenth business day before the effectiveness of the shelf registration statement.

Upon receipt of a completed questionnaire after effectiveness of the shelf registration statement, together with any other information the Borrower may reasonably request, the Borrower will, within 15 business days of such receipt, or within 15 business days of the end of any period during which the Borrower has suspended use of the prospectus, file any amendments to the

shelf registration statement or supplements to the related prospectus as are necessary to permit such holder to deliver a prospectus to purchasers of Exchange Notes and related guarantees sold pursuant to the shelf registration statement; provided, however, that the Borrower will not be required to file any such amendment or supplement on more than one occasion per calendar quarter.

If a holder does not timely complete and deliver a questionnaire or provide such other information the Borrower may request, the holder will not be named as a selling security holder in the prospectus (and therefore will not be permitted to sell any securities pursuant to the shelf registration statement) and will not be entitled to any of the liquidated damages described above.

Notwithstanding anything in the Indenture or this Annex I to the contrary, if the Borrower determines that any Registrable Securities of any holder issued under the Exchange Notes Indenture are eligible for a registered exchange offer in reliance on the position of the SEC in Exxon Capital Holdings Corporation (pub. avail. May 13, 1988) and Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991) in lieu of registering such Registrable Securities of such holder pursuant to a shelf registration statement, the Borrower may, without the consent of any holder of the Exchange Notes, cause the Indenture to be amended in order to provide for customary provisions allowing the issuance of exchange notes identical in all material respects to the Exchange Notes (except that such new exchange notes shall not provide for registration rights or liquidated damages) in such exchange offer and may perform a registered exchange offer for such Registrable Securities on customary terms pursuant to procedures to be reasonably agreed upon with the Arrangers. The Exchange Offer Registration Rights Agreement will provide that in connection with an exchange offer, the Borrower and the Guarantors will, at their expense, file an exchange offer registration statement prior to or on the 90th day after the earliest date of original issuance of any of the Exchange Notes, use reasonable best efforts to cause such registration statement to become effective prior to or on the 180th day after the earliest date of original issuance of any of the Exchange Notes and use reasonable best efforts to consummate the exchange offer prior to or on the 220th day after the earliest date of original issuance of any of the Exchange Notes. Additional interest for failure to meet any such deadline will accrue as set forth above.

EXHIBIT E

FORM OF BORROWING REQUEST

Date: _____, _____

To: Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Interim Loan Agreement, dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Constellation Brands, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

The undersigned hereby requests (select one):

☐ A borrowing of [Bridge A][Bridge B] Loans

1. On _____ (the Closing Date, which shall be a Business Day).
2. In the amount of _____
3. To _____
[Account Number]

The Borrower hereby represents and warrants that the condition specified in Section 4.01(k) shall be satisfied on and as of the Closing Date.

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

EXHIBIT F-1

[FORM OF]

U.S. TAX CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Interim Loan Agreement, dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Company with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Administrative Agent and (2) the undersigned shall have at all times furnished the Company and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

[FORM OF]
U.S. TAX CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Interim Loan Agreement, dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Agreement, neither the undersigned nor any of its direct or indirect applicable partners/members is a bank within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect applicable partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect applicable partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Company with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each such partner's/member's beneficial owner that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Company and the Administrative Agent and (2) the undersigned shall have at all times furnished the Company and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

[FORM OF]

U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Interim Loan Agreement, dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

[FORM OF]

U.S. TAX CERTIFICATE
(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is made to that certain Interim Loan Agreement, dated as of June 28, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time (the "Agreement")), among Constellation Brands, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

Pursuant to the provisions of Section 2.16(d) of the Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect applicable partners/members is a bank within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect applicable partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect applicable partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each such partner's/member's beneficial owner that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____ __, 20[ ]

FORM OF OPINION OF NIXON PEABODY LLP

[SEE ATTACHED]

437 Madison Avenue
New York, New York 10022-7001
(212) 940-3000
Fax: (212) 940-3111

_____ __, 20__

To the Lenders, parties to the
Interim Loan Agreement referred to below, and
Bank of America, N.A.,
as Administrative Agent

Re: Constellation Brands, Inc. and Subsidiaries

Ladies and Gentlemen:

We have acted as counsel to Constellation Brands, Inc., a Delaware corporation (the "Borrower"), and certain of its subsidiaries, in connection with (i) that certain Interim Loan Agreement dated as of June 28, 2012 (the "Interim Loan Agreement"), among the Borrower, the Lenders party thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), and the other parties from time to time party thereto, providing for, among other things, extensions of credit to be made by the Lenders to the Borrower in an aggregate principal amount not exceeding $1,875,000,000, and (ii) the various agreements and documents referred to in the next following paragraph. As such counsel, we have been requested to render this opinion pursuant to Section 4.01(b) of the Interim Loan Agreement. Except where indicated, capitalized terms used in this opinion and not otherwise defined herein shall have the meanings given to them in the Interim Loan Agreement.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

(a) the Interim Loan Agreement;

(b) the Notes delivered on the date hereof;

(c) the Guarantee Agreement; and

(d) such corporate records of the Borrower and the Guarantors (collectively, the "Obligors") and such other documents as we have deemed necessary as a basis for the opinions expressed below.

The Interim Loan Agreement, the Notes, and the Guarantee Agreement are collectively referred to herein as the "Credit Documents".

In rendering this opinion, we have made such examination of laws as we have deemed relevant for the purposes hereof. As to various questions of fact material to this opinion, we have relied upon representations and/or certificates of officers of the Obligors, certificates and documents issued by public officials and authorities, and information received from searches of public records.

With respect to the opinions set forth in paragraph 1 hereof, such opinions are based solely on certificates of the appropriate state agencies from the states set forth on Annex 1 as of the dates set forth on such certificates and are limited to the meaning ascribed to such certificates by each such applicable state agency.

Whenever in this opinion reference is made to matters of which we have knowledge, such knowledge is based solely upon (i) information obtained from the documents, certificates and other matters referred to above, (ii) responses of the appropriate officers of the Borrower to inquiries with respect to their present recollection as to such matters, and (iii) review of documents in our files to which we have given substantive attention in the course of our representation of the Borrower and the Guarantors. We will not accept any liability whatsoever for any imputed knowledge regarding such matters or any matters about which we should have known except as noted above.

Based upon and in reliance on the foregoing, and subject to the assumptions and qualifications hereinafter set forth, we are of the opinion that:

1. Each Obligor is a corporation or limited liability company duly incorporated or formed, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation as indicated on Annex 1 hereto. Each Obligor is qualified to do business and in good standing as a foreign corporation under the laws of each state set forth on Annex 1 hereto.

2. Each Obligor has the corporate or limited liability company power and authority to own its properties and transact the business in which it is currently engaged, and to execute and deliver, and to perform its obligations under, the Credit Documents to which it is a party.

3. Each Obligor's execution and delivery of, and its performance of its obligations under, the Credit Documents to which it is a party, and the Borrower's borrowings under the Interim Loan Agreement, have been duly authorized by all necessary action on the part of such Obligor.

4. Each Obligor has duly executed and delivered each Credit Document to which it is a party.

5. The Credit Documents to which any Obligor is a party constitute the legal, valid and binding obligation of such Obligor, enforceable against such Obligor in accordance with its terms.

6. No authorization, approval or consent of, and no filing or registration with, any governmental or regulatory authority or agency of the United States of America, the State of New York, the State of Delaware or the State of California ("Filing or Approval") is required on the part of any Obligor for the execution, delivery or performance by any Obligor of any of the Credit Documents to which it is a party, or for the Borrower's borrowings under the Interim Loan Agreement, except for any Filing or Approval which has previously been made or obtained and is in full force and effect on the date hereof and any Filing or Approval required to be made after the date hereof.

7. Each Obligor's execution and delivery of the Credit Documents to which it is a party, and the performance of its obligations thereunder, do not on this date (i) conflict with or result in a breach of any provision of the certificate of incorporation, articles of organization, by-laws or operating agreement, as applicable, of such Obligor; (ii) result in a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the assets of such Obligor pursuant to the indentures and other agreements listed on Annex 2 hereto, (iii) to our knowledge, violate any existing judgment, order, writ, injunction or decree applicable to such Obligor or any of its respective properties, or (iv) violate any existing federal, New York, Delaware or California statute, rule, regulation or ordinance which in our experience is normally applicable to transactions of the type contemplated by the Credit Documents.

8. None of the Obligors is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

9. Neither the making of the Loans under the Interim Loan Agreement, nor the application of the proceeds thereof on the date hereof as provided in the Interim Loan Agreement, will violate Regulations T, U or X of the Board of Governors of the Federal Reserve System.

The foregoing opinions are subject to the following qualifications and limitations and are based upon the following further assumptions:

(i) We have assumed, without any investigation, with respect to each party thereto other than the Obligors, (a) the full capacity, power and authority of such party to execute, deliver and perform the Credit Documents, (b) the due execution and delivery of the Credit Documents by such party, and (c) the legality, validity and binding effect of the Credit Documents as against such party.

(ii) We have assumed without any investigation the genuineness of all signatures, the legal capacity of natural persons, the authenticity and completeness of all documents submitted to us as originals, the conformity to original documents submitted to us as certified, photostatic or telestatic copies, and the authenticity and completeness of originals of such copies. We have also assumed, without investigation, that the representations and warranties as to factual matters of each of the Obligors in the Credit Documents are true and correct.

(iii) The enforceability of provisions in the Credit Documents to the effect that the terms may not be waived or modified except in writing may be limited in certain circumstances.

(iv) The enforceability of the Guarantee Agreement and Section 9.03 of the Interim Loan Agreement (and any similar provisions in any of the other Credit Documents) may be limited by laws rendering unenforceable (a) indemnification contrary to federal or state securities laws and the public policy underlying such laws, and (b) the release of a party from, or the indemnification of a party against, liability for its own wrongful or negligent acts under certain circumstances.

(v) We express no opinion as to (a) the effect of the laws of any jurisdiction (other than the State of New York) in which any Lender or the Administrative Agent is located that limit the interest, fees or other charges such Lender or Administrative Agent may impose, and (b) Section 9.09(b) of the Interim Loan Agreement (and any similar provisions in any of the other Credit Documents), insofar as such Section relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to the Credit Documents.

(vi) To the extent title to any property is required to be held by any party in order to perform its obligations under any of the Credit Documents, we have assumed without any investigation that such party holds title adequate to perform its obligations.

(vii) The foregoing opinions are subject to the effect of (a) applicable bankruptcy, reorganization, insolvency, moratorium and/or similar laws relating to or affecting the rights of creditors generally, including without limitation fraudulent conveyance provisions under applicable laws, and (b) equitable limitations (regardless of whether considered in a proceeding in equity or at law) and public policy limitations relating to principles of good faith and fair dealing. The foregoing opinions are also subject to the qualification that certain provisions contained in the Credit Documents may not be enforceable, but (subject to the limitations as set forth elsewhere herein) such unenforceability will not render the Credit Documents invalid as a whole or substantially interfere with realization of the principal benefits and/or security provided thereby. Finally, we wish to point out that provisions of the Credit Documents which permit the Administrative Agent or any Lender to take action or make determinations, or to benefit from indemnities and similar undertakings of the Obligors, may be subject to a requirement that such action be taken or such determinations be made, and that any action or inaction by the Administrative Agent or any Lender which may give rise to a request for payment under such an undertaking be taken or not taken, on a reasonable basis and in good faith.

(viii) We express no opinion herein as to (a) whether any borrowing evidenced by the Credit Documents is usurious under the applicable laws of any jurisdiction, (b) the effect of any land use or environmental law, rule, regulation or ordinance, (c) the validity or enforceability of any provision of any of the Credit Documents which might be construed as a waiver of counterclaims, and (d) the Administrative Agent's or the Lenders' right to collect any payment due to the extent that such payment constitutes a penalty or forfeiture.

(ix) We express no opinion as to the applicability to the obligations of the Guarantors (or the enforceability of such obligations) of Section 548 of the Bankruptcy Code or any other provision of law relating to fraudulent conveyances, transfers or obligations.

(x) We express no opinion with respect to any law, regulation or order of any jurisdiction or agency or tribunal thereof with respect to the manufacture, sale, distribution or control of alcoholic beverages.

(xi) We further express no opinion with respect to the effect of any law other than (i) the law of the State of New York, (ii) the General Corporation Law and Limited Liability Company Act of the State of Delaware, (iii) the Federal law of the United States, and (iv), the California General Corporation Law, irrespective of any choice of law provisions which may be contained in any of the Credit Documents. In this regard, we note that some of the Obligors are incorporated or organized in jurisdictions other than New York, Delaware or California. Accordingly, for purposes of the opinions rendered in paragraphs 1, 2 and 3, above, we have assumed, with your permission, that the laws governing corporations or other entities in the jurisdiction where such Obligors are incorporated or organized are the same in all applicable respects as the laws of the State of New York.

(xii) We wish to point out that (a) a New York statute provides that a judgment rendered by a court of the State of New York in respect of an obligation denominated in any currency other than Dollars would be rendered in such other currency and would be converted into Dollars at the rate of exchange prevailing on date of entry of such judgment, and (b) a judgment rendered by a United States Federal court in the State of New York in respect of the obligation dominated in a currency other than Dollars may be expressed in Dollars (provided that we express no opinion as to the rate of exchange such court would apply).

(xiii) We express no opinion with respect to compliance with the Investment Company Act of 1940, as amended, except as expressly set forth in paragraph 8 above or Regulations T, U or X of the Board of Governors of the Federal Reserve System, except as expressly set forth in paragraph 9 above.

This opinion is rendered solely to the addressees and is intended solely for the benefit of the addressees and their assigns and may not be relied upon, referred to or otherwise used by the addressees for any other purposes, or by any other Person other than in connection with the transactions contemplated by the Interim Loan Agreement without, in each instance, our prior written consent. The opinions expressed herein are rendered as of the date hereof, and we disclaim any undertaking to advise you of changes in law or fact which may affect the continued correctness of any of our opinions as of a later date.

Very truly yours,

ANNEX 1

[to be inserted at closing]

ANNEX 2

1. Indenture dated as of August 15, 2006 among the Borrower, the guarantors signatory thereto and BNY Midwest Trust Company, as trustee, as amended by Supplemental Indenture No. 1 dated as of August 15, 2006 among the Borrower, the guarantors named therein and BNY Midwest Trust Company, as trustee, as further amended by Supplemental Indenture No. 2 dated as of November 30, 2006 among the Borrower, the new guarantors named therein and BNY Midwest Trust Company, as trustee, and as further amended by Supplemental Indenture No. 3 dated as of May 4, 2007 among the Borrower, the new guarantors named therein and BNY Midwest Trust Company as trustee, as further amended by Supplemental Indenture No. 4 dated as of December 5, 2007 among the Borrower, the guarantors named therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee, as further amended by Supplemental Indenture No. 5 dated as of January 22, 2008 among the Borrower, the new guarantors named therein and The Bank of New York Trust Company, N.A. (as successor to BNY Midwest Trust Company), as trustee, and as further amended by Supplemental Indenture No. 6 dated as of February 27, 2009 among the Borrower, the new guarantor named therein and Bank of New York Mellon Trust Company National Association(successor trustee to BNY Midwest Trust Company), as trustee.

2. Indenture dated as of May 14, 2007 among the Borrower, the guarantors signatory thereto and The Bank of New York Trust Company, N.A., as trustee, as amended by Supplemental Indenture No. 1 dated as of January 22, 2008 among the Borrower, the new guarantors named therein and The Bank of New York Trust Company, N.A., as trustee, and as further amended by Supplemental Indenture No. 2 dated as of February 27, 2009 among the Borrower, the new guarantor named therein, and The Bank of New York Mellon Trust Company National Association, as trustee.

3. Indenture dated as of April 17, 2012 among the Borrower, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee, as amended by Supplemental Indenture No. 1 dated as of April 17, 2012 among the Borrower, the guarantors signatory thereto and Manufacturers and Traders Trust Company, as trustee.

4. Credit Agreement dated as of May 3, 2012 among the Borrower, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other parties thereto.

5. [Add reference to any additional notes as applicable.]

Exhibit 5.1

McDermott Will & Emery LLP
28 State Street
Boston, Massachusetts 02109
(617) 535-4000

August 10, 2012

Constellation Brands, Inc.
207 High Point Drive
Building 100
Victor, New York 14564

Re: Registration Statement on Form S-3 filed on January 31, 2012

Ladies and Gentlemen:

We have acted as special counsel to Constellation Brands, Inc., a Delaware corporation (the "Company"), in connection with the Company's Registration Statement on Form S-3 (File No. 333-179266) (the "Registration Statement") filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the offer and sale from time to time of the securities referred to therein, and the Prospectus Supplement dated August 6, 2012 to the Prospectus dated August 6, 2012 (together, the "Prospectus") relating to the offer and sale by the Company of $650,000,000 aggregate principal amount of its 4.625% Senior Notes due 2023 (the "Notes"). The Notes are to be issued pursuant to the provisions of an Indenture dated as of April 17, 2012 (the "Base Indenture"), as supplemented by Supplemental Indenture No. 2 to be dated as of August 14, 2012 (together with the Base Indenture, the "Indenture"), between the Company, the subsidiaries of the Company named therein (the "Guarantors"), and Manufacturers and Traders Trust Company, as Trustee (the "Trustee"), and to be sold pursuant to an underwriting agreement (the "Underwriting Agreement") dated August 6, 2012 among the Company and the several underwriters listed in Schedule II thereto. Pursuant to the terms of the Indenture, the holders of Notes will be entitled to the benefit of guarantees (the "Guarantees") from each of the Guarantors.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion. In addition, as to certain factual matters relevant to the opinions expressed below, we have relied upon representations, statements, covenants and certificates of officers of the Company.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such latter documents. We also have assumed the Indenture is the valid and legally binding obligation of the Trustee and that the Trustee is qualified under the Trust Indenture Act of 1939, as amended. In making our examination of documents executed by parties other than the Company, we have assumed that such parties had the power, corporate or other, to enter into and perform all their obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof.

Based upon the foregoing and subject to the qualifications and provisions set forth herein, we are of the opinion as of this date that when duly authenticated by the Trustee and issued and delivered by the Company against payment therefor in accordance with the terms of the Underwriting Agreement and the Indenture, the Notes and the Guarantees will be valid and binding obligations of the Company and the Guarantors, respectively, entitled to the benefits of the Indenture and enforceable against the Company and the Guarantors in accordance with their terms.

Our opinion is qualified to the extent that enforcement of the Company's and Guarantors' respective obligations under the Indenture, the Notes and the Guarantees may be limited by bankruptcy, insolvency,

reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than United States Federal law, the laws of the State of New York and, to the extent relevant to the opinions expressed herein, the General Corporation Law of the State of Delaware (the "DGCL") and applicable provisions of the Delaware Constitution, in each case as currently in effect, and reported judicial decisions interpreting the DGCL and such provisions of the Delaware Constitution.

We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K filed by the Company on the date hereof and its incorporation by reference into the Registration Statement. In addition, we consent to the reference to our name under the caption "Legal Matters" in the Prospectus, which is a part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ McDermott Will & Emery LLP

Exhibit 10.1

GUARANTOR CONSENT AND REAFFIRMATION

August 8, 2012

Reference is made to Restatement Agreement, dated as of August 8, 2012 to the Credit Agreement dated as of May 3, 2012, among Borrower, the Lenders, JPMORGAN CHASE BANK, N.A., BARCLAYS BANK PLC., COBANK, ACB and COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH, as co-syndication agents (in such capacity, "**Co-Syndication Agents**"), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, J.P. MORGAN SECURITIES LLC, BARCLAYS BANK PLC, COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH and COBANK, ACB, as Joint Lead Arrangers and Joint Bookrunning Managers, COÖPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK, B.A. "RABOBANK NEDERLAND," NEW YORK BRANCH and COBANK, ACB, as Joint Lead Arrangers and Joint Bookrunning Managers for the Term A-1 Loans, BANK OF AMERICA, N.A., as swingline lender (in such capacity, "**Swingline Lender**"), as issuing bank (in such capacity, "**Issuing Bank**"), as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders (as amended, supplemented or otherwise modified from time to time through the date hereof, the "**Original Credit Agreement**"). Capitalized terms used but not otherwise defined in this Guarantor Consent and Reaffirmation (this "**Consent**") are used with the meanings attributed thereto in the Restatement Agreement.

Each Guarantor hereby consents to the execution, delivery and performance of the Restatement Agreement and agrees that each reference to the Original Credit Agreement in the Loan Documents shall, on and after the Restatement Effective Date, be deemed to be a reference to the Amended and Restated Credit Agreement.

Each Guarantor hereby acknowledges and agrees that, after giving effect to the Restatement Agreement, all of its respective obligations and liabilities under the Loan Documents to which it is a party, as such obligations and liabilities have been amended by the Restatement Agreement, are reaffirmed, and remain in full force and effect.

After giving effect to the Restatement Agreement, each Guarantor reaffirms each Lien granted by it to the Administrative Agent for the benefit of the Secured Parties under each of the Loan Documents to which it is a party, which Liens shall continue in full force and effect during the term of the Amended and Restated Credit Agreement, and shall continue to secure the Obligations (after giving effect to the Restatement Agreement), in each case, on and subject to the terms and conditions set forth in the Amended and Restated Credit Agreement and the other Loan Documents.

Nothing in this Consent shall create or otherwise give rise to any right to consent on the part of the Guarantors to the extent not required by the express terms of the Loan Documents.

This Consent is a Loan Document and shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Consent as of the date first set forth above.

ALCOFI INC.
CONSTELLATION BRANDS SMO, LLC
CONSTELLATION BRANDS U.S. OPERATIONS, INC.
CONSTELLATION LEASING, LLC
CONSTELLATION TRADING COMPANY, INC.
FRANCISCAN VINEYARDS, INC.
ROBERT MONDAVI INVESTMENTS
THE HOGUE CELLARS, LTD.

By: /s/ David E. Klein
Name: David E. Klein
Title: Vice President and Assistant Treasurer

CONSTELLATION BEERS LTD.
CONSTELLATION SERVICES LLC

By: /s/ David E. Klein
Name: David E. Klein
Title: Vice President and Treasurer

Exhibit 12.1

CONSTELLATION BRANDS, INC. AND SUBSIDIARIES
STATEMENT OF COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES[a]
(in millions of dollars)

	For the Three Months Ended May 31,		For the Fiscal Year Ended	For the Fiscal Years Ended February 28,			For the Fiscal Year Ended
	2012	2011	February 29, 2012	2011	2010	2009	February 29, 2008
Earnings:							
Income (loss) before income taxes	$ 113.3	$ 119.6	$ 534.0	$551.0	$259.3	$(106.8)	$ (440.6)
Plus fixed charges	53.5	47.6	194.0	208.3	286.0	342.0	368.2
Less interest capitalized	—	—	—	(0.3)	(0.4)	(3.7)	(2.6)
Earnings, as adjusted	$ 166.8	$ 167.2	$ 728.0	$759.0	$544.9	$ 231.5	$ (75.0)
Fixed Charges:							
Interest on debt and capitalized leases, amortization of debt issuance costs, and amortization of discount on debt [b]	$ 52.2	$ 46.1	$ 188.0	$200.5	$277.5	$ 334.1	$ 360.6
Interest element of rentals	1.3	1.5	6.0	7.8	8.5	7.9	7.6
Total fixed charges	$ 53.5	$ 47.6	$ 194.0	$208.3	$286.0	$ 342.0	$ 368.2
Ratio of Earnings to Fixed Charges [c]	3.1x	3.5x	3.8x	3.6x	1.9x	—	—

(a) For the purpose of calculating the ratio of earnings to fixed charges, "earnings" represent income (loss) before income taxes (adjusted, as appropriate, for equity in earnings of equity method investees) plus fixed charges less interest capitalized. "Fixed charges" consist of interest expensed and capitalized, amortization of debt issuance costs, amortization of discount on debt, and the portion of rental expense which management believes is representative of the interest component of lease expense.

(b) The Company adopted the Financial Accounting Standards Board's guidance for accounting for uncertainty in income taxes on March 1, 2007. The Company's policy is to classify interest expense recognized on uncertain tax positions as income tax expense. The Company has excluded interest expense recognized on uncertain tax positions from the Ratio of Earnings to Fixed Charges.

(c) For the years ended February 28, 2009, and February 29, 2008, earnings were inadequate to cover fixed charges. The Company would have needed to generate additional earnings of $110.5 million and $443.2 million for the years ended February 28, 2009, and February 29, 2008, respectively, to achieve a coverage ratio of 1.0 to 1.0 for these periods.