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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported) June 29, 2018**

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**HENRY SCHEIN, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-27078**  
(Commission  
File Number)

**11-3136595**  
(IRS Employer  
Identification No.)

**135 Duryea Road Melville, New York**  
(Address of principal executive offices)

**11747**  
(Zip Code)

**Registrant's telephone number, including area code (631) 843-5500**  
(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Item 1.01 Entry into a Material Definitive Agreement.

### *First Amendment to Revolving Credit Facility*

On June 29, 2018, Henry Schein, Inc. (the “Company”) entered into an amendment (the “First Amendment”) to its \$750 million revolving credit agreement, dated as of April 18, 2017 (the “Credit Agreement”), by and among the Company, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders and other agents party thereto, to, among other things, (i) permit the consummation of the spin-off of HS Spinco, Inc., a Delaware corporation and a direct, wholly owned subsidiary of the Company, which is further described in the Current Report on Form 8-K filed by the Company with the U.S. Securities and Exchange Commission on April 23, 2018 (the “Spin-Off”), (ii) provide for swingline commitments in the amount of \$75 million and (iii) provide for designation of subsidiary borrowers under the facility.

The foregoing description of the First Amendment is not complete and is qualified in its entirety by the actual terms of the First Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

### *Amendment and Restatement of Existing Private Placement Shelf Facilities*

On June 29, 2018, the Company amended and restated its (i) Amended and Restated Private Shelf Agreement, dated as of September 15, 2017, by and among the Company, PGIM, Inc. (“Prudential”) and each Prudential affiliate which becomes party thereto (the “Second Amended and Restated Prudential Facility”), (ii) Amended and Restated Master Note Facility, dated as of September 15, 2017, by and among the Company, NYL Investors LLC (as successor in interest to New York Life Investment Management LLC) (“New York Life”) and each New York Life affiliate which becomes party thereto (the “Second Amended and Restated New York Life Facility”), and (iii) Amended and Restated Master Note Purchase Agreement, dated as of September 15, 2017, by and among the Company, Metropolitan Life Insurance Company (“MLIC”), MetLife Investment Advisors Company, LLC (“MLIAC,” and together with MLIC, “MetLife”) and each MetLife affiliate which becomes party thereto (the “Second Amended and Restated MetLife Facility”), in each case, to, among other things, (x) permit the consummation of the Spin-Off and (y) provide for issuance of notes in Euros, British Pounds and Australian Dollars in addition to U.S. Dollars.

The foregoing description of the Second Amended and Restated Prudential Facility, the Second Amended and Restated New York Life Facility and the Second Amended and Restated MetLife Facility are not complete and are qualified in their entirety by the actual terms of the Second Amended and Restated Prudential Facility, the Second Amended and Restated New York Life Facility and the Second Amended and Restated MetLife Facility, copies of which are attached hereto as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3, respectively, and are incorporated herein by reference.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [First Amendment, dated as of June 29, 2018, among the Company, the several lenders parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent, lead arranger and lead bookrunner.](#)
- 4.1 [Second Amended and Restated Multicurrency Private Shelf Agreement dated June 29, 2018, by and among the Company, PGIM, Inc. and each Prudential affiliate which becomes party thereto.](#)
- 4.2 [Second Amended and Restated Master Note Facility dated June 29, 2018, by and among the Company, NYL Investors LLC and each New York Life affiliate which becomes party thereto.](#)
- 4.3 [Second Amended and Restated Multicurrency Master Note Purchase Agreement dated June 29, 2018, by and among the Company, Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC and each MetLife affiliate which becomes party thereto.](#)

**SIGNATURES**

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

**HENRY SCHEIN, INC.**

Date: July 2, 2018

By: /s/ Walter Siegel

Name: Walter Siegel

Title: Senior Vice President and General Counsel

## FIRST AMENDMENT

First Amendment, dated as of June 29, 2018 (this "Amendment"), to the Credit Agreement dated as of April 18, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement" and, as amended by this Amendment, the "Amended Credit Agreement"), among HENRY SCHEIN, INC. (the "Parent Borrower"), the several lenders from time to time party thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") and the other agents party thereto. JPMORGAN CHASE BANK, N.A. is acting as sole lead arranger and sole lead bookrunner in connection with this Amendment.

W I T N E S S E T H:

WHEREAS, the Parent Borrower, the Lenders and the Administrative Agent are parties to the Credit Agreement, and the Parent Borrower has requested that the Credit Agreement be amended as set forth herein to, among other things, (i) permit the Parent Borrower to consummate certain transactions in connection with the Spin Off (as defined in the Amended Credit Agreement) and (ii) permit the Parent Borrower to designate certain of its subsidiaries as subsidiary borrowers under the Credit Agreement from time to time; and

WHEREAS, the Lenders party hereto are willing to effect the amendment set forth herein on the terms and subject to the conditions of this Amendment;

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement as amended hereby.

SECTION 2. Amendments Relating to the Spin Off. Effective as of the First Amendment Effective Date, the Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by adding the following new definitions in alphabetical order:

"Animal Health Business": the "Spinco Business", as defined in the Spinco Merger Agreement.

"Spin Off": the dividend of the Equity Interests of Spinco to Spinco's shareholders in one or more transactions pursuant to that certain Contribution and Distribution Agreement, dated as of April 20, 2018 (the "Spinco Contribution and Distribution Agreement"), by and among the Parent Borrower, Spinco, Direct Vet Marketing, Inc. ("DVM") and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM's stockholders.

"Spin Off Termination": the termination or abandonment of that certain Agreement and Plan of Merger, dated as of April 20, 2018 (the "Spinco Merger Agreement"), by and among the Parent Borrower, Spinco, HS Merger Sub, Inc., DVM and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM's stockholders, pursuant to Section 8.1 thereof prior to the consummation of the Spin Off.

“Spinco”: HS Spinco, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of the Parent Borrower.

(b) The definition of “Consolidated Total Debt” is hereby amended by replacing the last sentence of such definition with the following: “For the avoidance of doubt, Indebtedness permitted pursuant to clause 8.3(b)(ix) or 8.3(b)(x) shall not be included in Consolidated Total Debt.”

(c) Section 8.2 of the Credit Agreement is hereby amended by (i) deleting “or” at the end of clause (n) thereof, (ii) replacing “.” at the end of clause (o) thereof with “; or” and (iii) adding the following new clause (p):

“(p) Liens securing Indebtedness permitted by clause 8.3(b)(x); provided that such Liens shall extend solely to the property, assets and revenues of Spinco and its Subsidiaries.”

(d) Section 8.3(b) of the Credit Agreement is hereby amended by (i) deleting “and” immediately preceding clause (ix) thereof and (ii) adding the following text immediately after clause (ix) thereof:

“, and (x) any Indebtedness incurred by Spinco or its Subsidiaries, provided that (A) such Indebtedness is incurred in contemplation of the consummation of the Spin Off (whether substantially simultaneous with, or in the reasonable judgment of the Parent Borrower, within a reasonable time period prior to the Spin Off) or following the Spin Off and the proceeds of which are used for the purpose of making dividends to the Parent Borrower, (B) such Indebtedness is not guaranteed, directly or indirectly, by the Parent Borrower or any of its Subsidiaries (other than Spinco and its Subsidiaries), (C) such Indebtedness shall be repaid promptly in the event that a Spin Off Termination occurs and (D) no Default or Event of Default shall have occurred and be continuing”

(e) Section 8.4 of the Credit Agreement is hereby amended by (i) deleting “and” at the end of clause (e) thereof, (ii) replacing “.” at the end of clause (f) thereof with “; and”, and (iii) adding the following new clauses (g), (h) and (i):

“(g) the Parent Borrower or any Subsidiary may contribute, distribute or otherwise transfer (in one or more transactions) all or any portion of the Animal Health Business to Spinco or to its Subsidiaries;

(h) the Parent Borrower or any Subsidiary may effectuate the Spin Off; and

(i) Spinco may pay one or more dividends to the Parent Borrower in connection with the Spin Off.”

(f) Section 8.5 of the Credit Agreement is hereby amended by (i) deleting “and” at the end of clause (f) thereof, (ii) replacing “.” at the end of clause (g) thereof with “; and” and (iii) adding the following new clause (h):

“(h) the Dispositions of the Parent Borrower or any Subsidiary to effectuate the Spin Off.”

(g) Section 8.7 of the Credit Agreement is hereby amended by (i) replacing “or” at the end of clause (c) thereof with “,” and (ii) adding the following text at the end of such Section:

“or (e) transactions or entry into agreements between the Parent Borrower and/or its Subsidiaries and Spinco and/or its Subsidiaries in contemplation of or to effectuate the Spin Off.”

(h) Article 8 of the Credit Agreement is hereby amended by adding the following new Section 8.10 at the end thereof:

“8.10 Covenants Relating to the Spin Off.

(a) The Parent Borrower shall: (i) promptly notify the Administrative Agent of the public filing of all material transaction documents (including any filings on Form S-1, Form S-11, Form 10 or Form 11 (or any such equivalent form)) relating to the Spin Off and (ii) upon consummation of the Spin Off, an officer’s certificate certifying as to (A) the accuracy of the representations and warranties set forth in Section 5 (provided that with respect to the representations and warranties contained in Section 5.6, such representations and warranties shall be qualified by the disclosures in the Parent Borrower’s public filings with the Securities and Exchange Commission) and (B) the absence of any Default or Event of Default.

(b) The Parent Borrower will not, and will not permit any of its Subsidiaries (other than Subsidiaries of Spinco) to, contribute to Spinco or any of its Subsidiaries any assets (including cash) other than as contemplated by the Spinco Contribution and Distribution Agreement.”

SECTION 3. Other Amendments. Subject to the conditions set forth in Section 5(b) hereto:

(a) Schedule IB hereto (Swingline Commitments) is hereby incorporated into the Amended Credit Agreement as Schedule IB thereto;

(b) the Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein;

(c) Exhibit I to the Credit Agreement (Form of Guarantee) is hereby amended in accordance with Exhibit B hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein;

(d) the Form of Swingline Note, attached as Exhibit C hereto, is hereby incorporated into the Amended and Credit Agreement as Exhibit F thereto; and

(e) the Form of Subsidiary Borrower Designation, attached as Exhibit D-1 hereto, is hereby incorporated into the Amended Credit Agreement as Exhibit K-1 thereto, and the Form of Subsidiary Borrower Request, attached as Exhibit D-2 hereto, is hereby incorporated into the Amended Credit Agreement as Exhibit K-2 thereto.

SECTION 4. Representations and Warranties. On and as of the date hereof, the Parent Borrower hereby confirms and reaffirms that, after giving effect to this Amendment, (i) the representations and warranties contained in Section 5 of the Credit Agreement and in the other Loan Documents shall be true correct in all material respects on and as of the date hereof as if made on and as of such date (or, if any such representation and warranty is expressly stated to have been made as of a specific date, as of such specific date), except that with respect to the representations and warranties contained in Section 5.6 of the Credit Agreement, such representations and warranties shall be qualified by the disclosures in the Parent Borrower's public filings with the Securities and Exchange Commission; and (ii) no Default or Event of Default shall have occurred and be continuing on and as of the date hereof or immediately after giving effect to this Amendment.

SECTION 5. Conditions to Effectiveness.

(a) The amendments set forth in Section 2 of this Amendment shall become effective on the date on which the following conditions precedent have been satisfied or waived (the date on which such conditions shall have been so satisfied or waived, the "First Amendment Effective Date"):

(i) The Administrative Agent (or its counsel) shall have received from the Parent Borrower, the Administrative Agent and the Majority Lenders a counterpart of this Amendment executed and delivered on behalf of such party.

(ii) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Parent Borrower certifying that the conditions specified in clauses (a)(iii) and (a)(iv) of this Section 5 have been satisfied as of the First Amendment Effective Date.

(iii) The representations and warranties contained in Section 5 of the Credit Agreement and in the other Loan Documents shall be true correct in all material respects on and as of the First Amendment Effective Date as if made on and as of such date (or, if any such representation and warranty is expressly stated to have been made as of a specific date, as of such specific date), except that with respect to the representations and warranties contained in Section 5.6 of the Credit Agreement, such representations and warranties shall be qualified by the disclosures in the Parent Borrower's public filings with the Securities and Exchange Commission.

(iv) No Default or Event of Default shall have occurred and be continuing on and as of the First Amendment Effective Date or immediately after giving effect to this Amendment.

(v) The Administrative Agent shall have received all fees required to be paid on or prior to the First Amendment Effective Date and all out-of-pocket expenses required to be reimbursed or paid by the Parent Borrower hereunder or under the Credit Agreement for which invoices have been presented to Borrower.

(vi) (i) The Administrative Agent shall have received all documentation and other information with respect to the Parent Borrower and the Guarantors as required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and (ii) to the extent the Parent Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (as defined in the Amended Credit Agreement), any Lender that has requested

a Beneficial Ownership Certification (as defined in the Amended Credit Agreement) in a written notice to the Parent Borrower, at least 10 days prior to the date hereof, shall have received, at least five days prior to the date hereof, such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Amendment, the condition set forth in this clause (ii) shall be deemed to be satisfied).

(vii) Any Lender that has requested a Swingline Note shall have received such Note, executed by the Parent Borrower, in favor of such Lender in a principal amount equal to such Lender's Swingline Commitment (as defined in the Amended Credit Agreement).

(b) The amendments set forth in Section 3 of this Amendment shall become effective on and subject to the occurrence of the First Amendment Effective Date upon the receipt by the Administrative Agent of a counterpart of this Amendment executed and delivered on behalf of each of the Lenders.

**SECTION 6. Continuing Effect; No Other Amendments or Consents.**

(a) Except as expressly provided herein, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect. The amendments provided for herein are limited to the specific subsections of the Credit Agreement specified herein and shall not constitute a consent, waiver or amendment of, or an indication of the Administrative Agent's or the Lenders' willingness to consent to any action requiring consent under any other provisions of the Credit Agreement or the same subsection for any other date or time period. Upon the effectiveness of the amendments set forth herein, on and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement," "the Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "Credit Agreement," "thereunder," "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Amended Credit Agreement.

(b) The Parent Borrower agrees with respect to each Loan Document to which it is a party that all of its obligations and liabilities under such Loan Document shall remain in full force and effect on a continuous basis in accordance with the terms and conditions of such Loan Document after giving effect to this Amendment.

(c) The Parent Borrower and the other parties hereto acknowledge and agree that this Amendment shall constitute a Loan Document.

**SECTION 7. Expenses.** The Parent Borrower agrees to pay or reimburse the Administrative Agent and its affiliates for all their reasonable and invoiced out of pocket costs and expenses incurred in connection with the development, preparation and execution of this Amendment and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable and documented fees and disbursements of Simpson Thacher & Bartlett LLP, counsel to the Administrative Agent.

**SECTION 8. Counterparts.** This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. **GOVERNING LAW.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

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

HENRY SCHEIN, INC., as Parent Borrower

By: /s/ Michael Amodio

Name: Michael Amodio

Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and as a Lender

By: /s/ Anthony Galea

Name: Anthony Galea

Title: Executive Director

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent and as a Lender

By: /s/ Anthony Galea

Name: Anthony Galea

Title: Executive Director

AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED, as a Lender

By: /s/ Robert Grillo

Name: Robert Grillo

Title: Director

Bank of America, N.A.,  
as a Lender

By: /s/ Martha Novak

Name: Martha Novak

Title: Senior Vice President

THE BANK OF NEW YORK MELLON,  
as a Lender

By: /s/ John M. DiMarsico

Name: John M. DiMarsico

Title: Director

HSBC Bank USA, National Association, as a Lender

By: /s/ Robert Levins

Name: Robert Levins

Title: Senior Portfolio Manager

ING BANK N.V. DUBLIN BRANCH,  
as a Lender

By: /s/ Cormac Langford  
Name: Cormac Langford  
Title: Director

By: /s/ Sean Hassett  
Name: Sean Hassett  
Title: Director

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

By: /s/ Kevin Wood

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Name: Kevin Wood  
Title: Director

TD Bank, N.A., as a Lender

By: /s/ Michele Dragonetti

Name: Michele Dragonetti

Title: Senior Vice President

By: /s/ Kimberly Sousa

Name: Kimberly Sousa

Title: Managing Director

By: /s/ Tommaso Maiocchi

Name: Tommaso Maiocchi

Title: Associate Director

US Bank, National Association, as a Lender

By: /s/ Michael West

Name: Michael West

Title: Senior Vice President

**SCHEDULE IB**  
**SWINGLINE COMMITMENTS**

<u>Lender</u>	<u>Swingline Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 75,000,000.00

**AMENDED CREDIT AGREEMENT**

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\$750,000,000

CREDIT AGREEMENT<sup>1</sup>

among

HENRY SCHEIN, INC.,

as Parent Borrower,

The Other Subsidiary Borrowers from Time to Time Parties Hereto,

The Several Lenders Parties Hereto,

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent,

U.S. BANK NATIONAL ASSOCIATION,

as Syndication Agent,

Dated as of April 18, 2017

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JPMORGAN CHASE BANK, N.A.,

and

U.S. BANK NATIONAL ASSOCIATION,

as Joint Lead Arrangers and Joint Bookrunners

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<sup>1</sup> Conformed version reflecting the First Amendment, dated as of June 29, 2018.

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CREDIT AGREEMENT, dated as of April 18, 2017, among (i) Henry Schein, Inc., a Delaware corporation (the "Parent Borrower"), (ii) the several Lenders party hereto (the "Lenders"), (iii) JPMorgan Chase Bank, N.A., as administrative agent and (iv) U.S. Bank National Association, as syndication agent (in such capacity, the "Syndication Agent").

The parties hereto hereby agree as follows:

## SECTION 1. DEFINITIONS

### 1.1 Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus 0.50% and (c) the Adjusted LIBO Rate for a LIBOR Loan with a one-month Interest Period commencing on such day plus 1.0%; provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate at approximately 11:00 a.m. London time on such day. For purposes hereof: "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by JPMCB as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMCB in connection with extensions of credit to debtors). Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or such Adjusted LIBO Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the NYFRB Rate or such Adjusted LIBO Rate, respectively.

"ABR Loans": Revolving Credit Loans bearing interest at a rate per annum determined by reference to the ABR.

"Act": as defined in subsection 11.15.

"Adjusted LIBO Rate": with respect to any LIBOR Loan for any Interest Period, an interest rate *per annum* (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent": JPMCB and any of its Affiliates, as the Administrative Agent for the Lenders under this Agreement and the other Loan Documents.

"Administrative Questionnaire": an administrative questionnaire in a form supplied by the Administrative Agent.

"Affiliate": as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 25% or more of the securities having ordinary voting power for the election of directors of (or persons performing similar functions for) such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agents": the collective reference to the Administrative Agent, the Joint Lead Arrangers and the Syndication Agent.

“Aggregate Available Multicurrency Commitments”: as at any time of determination, an amount in Dollars equal to the sum of the Available Multicurrency Commitments of all Lenders at such time.

“Aggregate Available Revolving Credit Commitments”: as at any time of determination with respect to all Lenders, an amount in Dollars equal to the sum of the Available Revolving Credit Commitments of all Lenders at such time.

“Aggregate Multicurrency Commitments”: the obligations of the Lenders to make Multicurrency Loans hereunder in an aggregate principal amount at any one time outstanding not to exceed \$500,000,000.

“Aggregate Multicurrency Outstandings”: as at any time of determination with respect to any Lender, the Dollar Equivalent of the principal amount of such Lender’s outstanding Multicurrency Loans at such time.

“Aggregate Revolving Credit Commitments”: as at any time of determination, the aggregate amount of the Revolving Credit Commitments of all of the Lenders at such time. The amount of the Aggregate Revolving Credit Commitments hereunder on the Closing Date is \$750,000,000.

“Aggregate Revolving Credit Outstandings”: as at any time of determination with respect to any Lender, an amount in Dollars equal to the sum of (a) the aggregate unpaid principal amount of such Lender’s Revolving Credit Loans (in the case of outstanding Multicurrency Loans, Aggregate Multicurrency Outstandings) on such date plus (b) such ~~Lender’s Revolving Credit Commitment Percentage of the L/C Obligations~~, without duplication, (i) Swingline Exposure and (ii) L/C Exposure.

“Aggregate Swingline Outstandings”: as at any time of determination, the aggregate unpaid principal amount of Swingline Loans at such time.

“Agreement”: this Credit Agreement, as amended by the First Amendment and as further amended, supplemented or otherwise modified from time to time.

“Alternative Rate Swingline Loan”: any Swingline Loan bearing interest determined by reference to the Alternative Swingline Rate.

“Alternative Swingline Rate”: a rate per annum (other than the ABR or the Swingline LIBO Rate) agreed by the Swingline Lenders and the Parent Borrower prior to the submission of a request for the borrowing of a Swingline Loan pursuant to Section 2.4(a) as the rate by reference to which interest on such Swingline Loan will be determined.

“Animal Health Business”: the “Spinco Business”, as defined in the Spinco Merger Agreement.

“Anti-Corruption Laws”: all laws, rules, and regulations of any jurisdiction applicable to the Parent Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

“Applicable Margin”: with respect to each day for LIBOR Loans and Swingline LIBOR Loans, and with respect to each ABR Loan, a rate per annum equal to (a) until delivery of financial statements for the second full fiscal quarter commencing on or after the Closing Date pursuant to subsection 7.1, 0.795% with respect to LIBOR Loans and Swingline LIBOR Loans and 0% with respect to ABR Loans, and (b) at any time thereafter, the applicable rate per annum based on the Consolidated Leverage Ratio for such day, as set forth under the relevant column heading below:

Tier	Consolidated Leverage Ratio	Applicable Margin for LIBOR Loans <u>and</u> <u>Swingline LIBOR</u> <u>Loans</u> (bps)	Applicable Margin for ABR Loans (bps)
I	>2.75:1.00	107.5	7.5
II	£2.75:1.00 but >2.25:1.00	100.0	0
III	£2.25:1.00 but >1.75:1.00	90.0	0
IV	£1.75:1.00 but >0.75:1.00	79.5	0
V	£0.75:1.00	69.0	0

The Applicable Margin for the purpose of paragraph (b) above will be set on the day which is five Business Days following the receipt by the Administrative Agent of the financial statements referenced in subsection 7.1(a) or subsection 7.1(b), as the case may be, and shall apply to all ABR Loans LIBOR Loans and Swingline LIBOR Loans (i.e., existing, new or additional Loans, or Loans which are continuations or conversions) then outstanding (i.e., subject to the below provisions, outstanding ABR Loans, LIBOR Loans and Swingline LIBOR Loans shall bear interest at the new Applicable Margin from and after the date any such margin is reset in accordance with the provisions hereof; prior to such time, such ABR Loans ~~and~~, LIBOR Loans and Swingline LIBOR Loans shall accrue interest based on the Applicable Margin relating to the period immediately prior to the time such margin is reset in accordance with the provisions hereof) or to be made on or after such date until, but not including, the next date on which the Applicable Margin is reset in accordance with the provisions hereof; provided, however, that notwithstanding the foregoing, if any financial statements are not received by the Administrative Agent within the time period relating to such financial statements as provided in subsection 7.1(a) or subsection 7.1(b) as the case may be, the Applicable Margin on all ABR Loans, LIBOR Loans and Swingline LIBOR Loans then outstanding or to be made on or after the date the Applicable Margin should have been reset in accordance with the foregoing provisions (i.e., assuming timely delivery of the requisite financial statements), until the day which is five Business Days following the receipt by the Administrative Agent of such financial statements, will be 1.075% for LIBOR Loans and Swingline LIBOR Loans and 0.075% for ABR Loans; and further provided, however, that the Lenders shall not in any way be deemed to have waived any Event of Default or any remedies hereunder (including, without limitation, remedies provided in Section 9) in connection with the provisions of the foregoing proviso.

“Applicable Payment Office”: the office specified from time to time by the Administrative Agent as its Applicable Payment Office by notice to the Parent Borrower and the relevant Lenders (it being understood that such Applicable Payment Office shall mean (i) with respect to Loans denominated in Dollars, the office of the Administrative Agent specified in subsection 11.2 or such other office as may be specified from time to time by the Administrative Agent to the Parent Borrower and each Lender and (ii) with respect to Loans denominated in an Available Foreign Currency, the office, branch, affiliate or correspondent bank of the Administrative Agent for such currency as specified from time to time by the Administrative Agent to the Parent Borrower and each Lender, until otherwise notified by the Administrative Agent).

“Application”: an application, in such form as each Issuing Lender may specify from time to time, requesting the Issuing Lender to issue a Letter of Credit.

“Approved Fund”: as defined in subsection 11.6(b).

“Assignee”: as defined in subsection 11.6(b)(i).

“Assignment and Acceptance”: as defined in subsection 11.6(b)(ii)(A).

“Assuming Lenders”: as defined in subsection 2.7(a).

“Assumption Agreement”: as defined in subsection 2.7(b)(ii).

“Attorney Costs”: all reasonable fees and disbursements of any law firm or other external counsel.

“AUD Screen Rate”: with respect to any Interest Period for any Loans in Australian Dollars, the average bid reference rate as administered by the Australian Financial Markets Association (or any other Person that takes over the administration of that rate) for AUD bills of exchange with a tenor equal in length to such Interest Period, as displayed on page BBSY of the Reuters screen or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as selected by the Administrative Agent from time to time in its reasonable discretion.

“Australian Dollars”: the lawful currency of Australia.

“Available Foreign Currencies”: Euro, Japanese Yen, Australian Dollars, Canadian Dollars, Pounds Sterling, Swiss Francs, Hong Kong Dollars, Singapore Dollars and any other available and freely-convertible non-Dollar currency in which dealings in deposits are carried out in the London interbank market which are selected by the Parent Borrower and approved by the Administrative Agent and each of the Lenders.

“Available Multicurrency Commitment”: as at any time of determination with respect to any Lender, an amount in Dollars equal to the excess, if any, of (a) the amount of such Lender’s Multicurrency Commitment in effect at such time over (b) the Dollar Equivalent of the Aggregate Multicurrency Outstandings of such Lender at such time.

“Available Revolving Credit Commitment”: as at any time of determination with respect to any Lender, an amount in Dollars equal to the excess, if any, of (a) the amount of such Lender’s Revolving Credit Commitment in effect at such time over (b) the Aggregate Revolving Credit Outstandings of such Lender at such time.

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

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

“Bankruptcy Event”: with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that, for the avoidance of doubt, a Bankruptcy Event shall not result solely by virtue of (a) any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof or (b) in the case of a solvent Person, the

precautionary appointment of an administrator, guardian, custodian or other similar official by a Governmental Authority under or based on the law of the country where such Person is subject to home jurisdiction supervision if the applicable law of such jurisdiction requires that such appointment not be publicly disclosed, provided, further that, in any such case, such ownership interest or action, as applicable, does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Borrower”: ~~as defined in the preamble hereto~~ shall mean, as applicable, the Parent Borrower or the relevant Subsidiary Borrower (collectively, the “Borrowers”).

“Borrowing”: any extension of credit under this Agreement.

“Borrowing Date”: any Business Day specified in a notice pursuant to Section 2 or Section 4 as a date on which ~~the~~ Borrower requests the Lenders to extend credit, make Loans or issue Letters of Credit hereunder.

“British Pounds Sterling” and “Pounds Sterling”: the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; provided, that (a) if such day relates to any Multicurrency Loan denominated in a currency other than Euro, such term shall also mean any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the applicable foreign currency or foreign exchange interbank market but shall exclude any day on which banks are not open for general business in the principal financial center of the country of that currency, (b) if such day relates to any Multicurrency Loan denominated in Euro, such term shall also mean a Target Operating Day that is also a London Business Day, and (c) if such day relates to any LIBOR Loan in Dollars, such term shall mean a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close which is also a London Business Day.

“Calculation Date”: the last Business Day of each calendar month and such other date as may be reasonably determined by the Administrative Agent.

“Canadian Dollars”: the lawful currency of Canada.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP (without giving effect to any subsequent changes in GAAP arising out of a change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010, or a substantially similar pronouncement, in each case, if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on the date hereof).

“**CDOR Screen Rate**”: with respect to any Interest Period for any Loans in Canadian Dollars, the average rate for bankers acceptances as administered by the Investment Industry Regulatory Organization of Canada (or any other Person that takes over the administration of that rate) with a tenor equal in length to such Interest Period, as displayed on CDOR page of the Reuters screen or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen or service that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected from time to time by the Administrative Agent in its reasonable discretion.

“**Change in Control**”: any Person or “group” (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (A) shall have acquired beneficial ownership of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Parent Borrower (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Parent Borrower on the Closing Date) or (B) shall obtain (i) the power (whether or not exercised) to elect a majority of the Parent Borrower’s directors or (ii) the board of directors of the Parent Borrower shall not consist of a majority of Continuing Directors.

“**CLO**”: as defined in subsection 11.6(b).

“**Closing Date**”: the date on which the conditions precedent set forth in subsection 6.1 shall be satisfied (or waived in accordance with subsection 11.1).

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

“**Commitment Fee Rate**”: for each day during each calculation period, a rate per annum equal to (a) until delivery of financial statements for the second full fiscal quarter commencing on or after the Closing Date pursuant to subsection 7.1, 0.08%, and (b) at any time thereafter, the rate per annum based on the Consolidated Leverage Ratio for such day, as set forth below:

Tier	Consolidated Leverage Ratio	Commitment Fee Rate (bps)
I	>2.75:1.00	17.5
II	£2.75:1.00 but >2.25:1.00	12.5
III	£2.25:1.00 but >1.75:1.00	10.0
IV	£1.75:1.00 but >0.75:1.00	8.0
V	£0.75:1.00	6.0

The applicable Commitment Fee Rate for the purpose of paragraph (b) above will be set on the day which is five Business Days following the receipt by the Administrative Agent of the financial statements referenced in subsection 7.1(a) or subsection 7.1(b), as the case may be, and shall apply until, but not including, the next date on which the applicable Commitment Fee Rate is reset in accordance with the provisions hereof; provided, however, that notwithstanding the foregoing, if any financial statements are not received by the Administrative Agent within the time period relating to such financial statements as provided in subsection 7.1(a) or subsection 7.1(b), as the case may be, the applicable Commitment Fee Rate will be 0.175% until the day which is five Business Days following the receipt by the Administrative Agent of such financial statements; and further provided, however, that the Lenders shall not in any way be deemed to have waived any Event of Default or any remedies hereunder (including, without limitation, remedies provided in Section 9) in connection with the provisions of the foregoing proviso.

“Commitment Increase Date”: as defined in subsection 2.7(a).

“Commitment Period”: the period from and including the Closing Date to but not including the Termination Date.

“Commitments”: the collective reference to the Revolving Credit Commitments, Multicurrency Commitments, Swingline Commitments and L/C Commitment.

“Committed Outstandings Percentage”: on any date with respect to any Lender, the percentage which the Aggregate Revolving Credit Outstandings of such Lender constitutes of the Aggregate Revolving Credit Outstandings of all Lenders.

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

“Confidential Information Memorandum”: the Confidential Information Memorandum dated March, 2017 relating to the Parent Borrower and this Agreement.

“Consolidated EBITDA”: for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization and (d) the Designated Charges of the Parent Borrower and its Subsidiaries for such period, determined on a consolidated basis and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Consolidated Gross Profit”: for any period, net sales less cost of sales of the Parent Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Consolidated Interest Income”: for any period, the interest income of the Parent Borrower and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Consolidated Leverage Ratio”: at any date of determination, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of the four fiscal quarters ending on (or most recently ended prior to) such date.

“Consolidated Operating Expenses”: for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Parent Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Consolidated Operating Income”: for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Parent Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Consolidated Total Assets”: at any date of determination, the net book value of all assets of the Parent Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Consolidated Total Debt”: at any date of determination, the aggregate amount of all Indebtedness of the Parent Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016. For the avoidance of doubt, Indebtedness permitted pursuant to clause 8.3(b)(ix) or 8.3(b)(x) shall not be included in Consolidated Total Debt.

“Continuing Directors”: as to the Parent Borrower, the directors of the Parent Borrower on the Closing Date and each other director of the Parent Borrower whose nomination for election to the Board of Directors of Parent Borrower is recommended by a majority of the then Continuing Directors.

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

“Credit Party”: the Administrative Agent, the Issuing Lenders, the Swingline Lenders or any other Lender.

“Default”: any event or circumstance that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Defaulting Lender”: any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Parent Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, (d) has become the subject of a Bankruptcy Event or (e) has become the subject of a Bail-In Action.

“Designated Charges”: for any period, to the extent deducted in computing Consolidated Operating Income, the aggregate of total (a) extraordinary, unusual or non-recurring charges and expenses and (b) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (b) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period; in each case, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Parent Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“Disclosed Matters”: the actions, suits and proceedings and the environmental matters disclosed in Schedule 5.10.

“Disposition” or “Dispose”: the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Disposition Value”: (a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Parent Borrower, and (b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Parent Borrower.

“Dollar Equivalent”: with respect to an amount denominated in any currency other than Dollars, the equivalent in Dollars of such amount determined at the Exchange Rate on the date of determination of such equivalent in accordance with the provisions of the next sentence. In making any determination of the Dollar Equivalent for purposes of calculating the amount of Loans to be borrowed from the respective Lenders on any Borrowing Date, the Administrative Agent shall use the relevant Exchange Rate in effect on the date on which the interest rate for such Loans is determined pursuant to the provisions of this Agreement and the other Loan Documents.

“Dollars” and “\$”: lawful currency of the United States of America.

“Domestic Subsidiary”: any Subsidiary other than a Foreign Subsidiary.

“EEA Financial Institution”: (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

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

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

“EMU”: the economic and monetary union in accordance with the Treaty of Rome 1957, as amended by the Single European Act 1986, the Maastricht Treaty of 1992, the Amsterdam Treaty of 1998, the Treaty of Nice of 2001, and the Treaty of Lisbon of 2007.

“EMU Legislation”: the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

“Environmental Laws”: all laws (including common law), rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, written notices or written and binding agreements issued, promulgated or entered into by any Governmental Authority, relating to the pollution or the protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of any explosive or radioactive substances or wastes or any hazardous or toxic substances, pollutants or wastes or workers health and safety requirements.

“Environmental Liability”: any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Parent 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) a claim made pursuant to any written contract, agreement or other written and binding consensual arrangement pursuant to which liability is assumed or imposed by or on the Parent Borrower or any of its Subsidiaries with respect to any of the foregoing.

“Equity Interests”: any and all 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 interests.

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

“ERISA Affiliate”: any Person, trade or business (whether or not incorporated) that, together with the Parent Borrower, is treated as a single employer under Section 4001(b)(1) of ERISA or 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(b), (c), (m) or (o) of the Code.

“ERISA Event”: (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) the existence with respect to any Plan of an “accumulated funding deficiency<sup>22</sup>” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) prior to January 1, 2017, any failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the code or Section 302 of ERISA) applicable to such Plan; (d) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (e) the incurrence by the Parent Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) a determination that any Plan is in “at risk” status (within the meaning of Section 430 of the Code or Title IV of ERISA); (g) the receipt by the Parent Borrower or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (h) the incurrence by the Parent Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Multiemployer Plan; or (i) the receipt by the Parent Borrower or any ERISA Affiliate of any notice (x) imposing withdrawal liability under Title IV of ERISA or (y) stating that a Multiemployer Plan is, or is reasonably expected to be, Insolvent (within the meaning of Title IV of ERISA).

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

“Euro”: the single currency of Participating Member States of the European Union.

“Eurocurrency Borrowing”: a Borrowing with respect to which the rate of interest is determined by reference to the Adjusted LIBO Rate.

“Event of Default”: any of the events specified in Section 9.

“Exchange Rate”: with respect to any non-Dollar currency on any date, the rate at which such currency may be exchanged into Dollars, as set forth on such date on the relevant Reuters currency page at or about 11:00 A.M., Local Time, on such date. In the event that such rate does not appear on any Reuters currency page, the “Exchange Rate” with respect to such non-Dollar currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Parent Borrower or, in the absence of such agreement, such “Exchange Rate” shall instead be the Spot Rate of exchange in the interbank market where its foreign currency exchange operations in respect of such non-Dollar currency are then being conducted, at or about 11:00 A.M., local time, on such date for the purchase of Dollars with such non-Dollar currency, for delivery two Business Days later; provided, that if at the time of any such determination, no such Spot Rate can reasonably be quoted, the Administrative Agent after consultation with the Parent Borrower may use any reasonable method as the Administrative Agent deems applicable to determine such rate, and such determination shall be conclusive absent manifest error. The Administrative Agent shall determine the Exchange Rate on each Calculation Date. The Exchange Rates so determined shall become effective on the first Business Day immediately following the relevant Calculation Date (a “Reset Date”) or other determination, shall remain effective until the next succeeding Reset Date, and shall for all purposes of this Agreement (other than subsection 11.16 or any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any amounts between US Dollars and Available Foreign Currencies.

“Excluded Swap Obligation”: with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, and only for so long as, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure to constitute an “eligible contract participant,” as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an “Excluded Swap Obligation” of such Guarantor as specified in any agreement between the relevant ~~Loan Parties~~ Guarantor and counterparty applicable to such Swap Obligations, and agreed by the Administrative Agent. If a Swap Obligation arises under a master agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guarantee or security interest is or becomes illegal.

“Existing Facility”: the Credit Agreement, dated as of September 12, 2012, as amended by that certain First Amendment, dated as of September 22, 2014, among the Parent Borrower, the several banks and other financial institutions or entities from time to time parties thereto as lenders, JPMCB, as administrative agent for the lenders thereunder, HSBC Bank USA, National Association, as syndication agent and U.S. Bank, The Bank of Tokyo-Mitsubishi UFJ, Ltd., UniCredit Bank AG and The Bank of New York Mellon, as co-documentation agents and J.P. Morgan Securities LLC, as lead arranger and bookrunner.

“Existing Letters of Credit”: those letters of credit which are individually described on Schedule II.

“**Fair Market Value**”: at any time and with respect to any property, the sale value of such property that would be realized in an arm’s-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

“**FATCA**”: Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any law, regulation, rule, promulgation, guidance notes, practices or official agreement implementing an official government agreement with respect to the foregoing.

“**Federal Funds Effective Rate**”: for any day, the rate calculated by the NY FRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate, provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“**Federal Reserve Bank**”: any bank in the Federal Reserve System of the United States of America.

“**Federal Reserve Board**”: the Board of Governors of the Federal Reserve System.

“**Fee Commencement Date**”: the Closing Date.

“**Financing Lease**”: any lease of property, real or personal, the obligations of the lessee in respect of which are Capital Lease Obligations on a balance sheet of the lessee.

“**First Amendment**”: the First Amendment, dated as of the First Amendment Effective Date, to the Credit Agreement.

“**First Amendment Effective Date**”: June 29, 2018.

“**Foreign Lender**” (a) if the relevant Borrower is a U.S. Person, any Lender ~~or~~ Issuing Lender or Swingline Lender, in each case, with respect to such Borrower, that is not a “United States person” as defined by section 7701(a)(30) of the Code; and (b) if the relevant Borrower is not a U.S. Person, a Lender or Issuing Lender, in each case, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

“**Foreign Obligor**” means a Subsidiary Borrower that is a Foreign Subsidiary.

“**Foreign Subsidiary**”: any Subsidiary incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

“**Funding Commitment Percentage**”: as at any date of determination, with respect to any Lender, that percentage which the Available Revolving Credit Commitment of such Lender then constitutes of the Aggregate Available Revolving Credit Commitments.

“**GAAP**”: generally accepted accounting principles in the United States of America consistently applied with respect to those utilized in preparing the audited financial statements referred to in subsection 5.1.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any supranational bodies (such as the European Union or the European Central Bank).

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other unrelated third Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

“Guarantors”: any Subsidiary of the Parent Borrower which guarantees any of the Indebtedness or other obligations incurred under the Note Purchase Agreements, as amended, or any other debt securities or bank debt issued by the any Borrower in an aggregate principal amount exceeding \$200,000,000 (it being understood that undrawn commitments in respect of bank credit facilities shall not constitute “bank debt” for purposes of this definition) and has entered into a Guarantee in the form of Exhibit I (or such other agreement in form and substance reasonably acceptable to the Majority Lenders).

“Hazardous Material”: 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, to the extent regulated pursuant to any Environmental Law.

“Hedging Agreement”: any interest rate protection agreement, foreign currency exchange agreement, currency swap agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

“HKD Screen Rate”: with respect to any Interest Period for any Loans in Hong Kong Dollars, the percentage rate per annum for deposits in Hong Kong Dollars for a period beginning on the first day of such Interest Period and ending on the last day of such Interest Period, displayed under the heading “HKAB HKD Interest Settlement Rates” on the Reuters Screen HKABHIBOR Page or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as selected by the Administrative Agent from time to time in its reasonable discretion.

“Hong Kong Dollars”: the lawful currency of Hong Kong.

“Impacted Interest Period” has the meaning assigned to it in the definition of “LIBO Rate.”

“Increasing Lenders”: as defined in subsection 2.7(a).

“Indebtedness”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers’ acceptances, letters of credit, surety bonds or similar arrangements, (g) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction, (h) all Guarantee Obligations of such Person; (i) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property, and (j) for the purposes of the definition of “Material Indebtedness” only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Agreements; provided that for the purposes of the definition of “Material Indebtedness,” the “principal amount” of the obligations of such Person in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Agreement were terminated at such time. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefor.

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

“Insolvent”: pertaining to a condition of Insolvency.

“Interest Payment Date”: (a) as to any ABR Loan (other than a Swingline Loan), the last day of each March, June, September and December; (b) as to any LIBOR Loan having an Interest Period of three months or less, the last day of such Interest Period; ~~and~~ (c) as to any LIBOR Loan having an Interest Period longer than three months, each day which is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period; and (d) as to any Swingline Loan, the earlier to occur of (i) the maturity date thereof and (ii) the date the same shall have been prepaid in accordance with the provisions of this Agreement.

“Interest Period”: with respect to any LIBOR Loan:

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such LIBOR Loan and ending seven days or, one, two, three or six months (or, with respect to any Eurocurrency Borrowing other than a Eurocurrency Borrowing in Australian Dollars, if available to all Lenders, twelve months) thereafter, as selected by the relevant Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such LIBOR Loan and ending seven days or, one, two, three or six months (or, with respect to any Eurocurrency Borrowing other than a Eurocurrency Borrowing in Australian Dollars, if available to all Lenders, twelve months) thereafter, as selected by the relevant Borrower by irrevocable notice to the Administrative Agent not less than three Business Days, in the case of LIBOR Loans in Dollars, and four Business Days, in the case of LIBOR Loans in Available Foreign Currencies, prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

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

(2) any Interest Period in respect of any Loan made by any Lender that would otherwise extend beyond the Termination Date applicable to such Lender shall end on such Termination Date; and

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

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

“IRS”: The United States Internal Revenue Service and any successor governmental agency performing a similar function.

“Issuing Lender”: each of JPMCB and U.S. Bank, each in its capacity as issuer of any Letter of Credit, and their respective successors. An Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Lender, in which case the term “Issuing Lender” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“Japanese Yen”: the official legal currency of Japan.

“Joint Lead Arrangers”: collectively, JPMCB and U.S. Bank, in their capacities as joint lead arrangers and joint bookrunners.

“JPMCB”: JPMorgan Chase Bank, N.A.

“Judgment Currency”: as defined in subsection 11.16.

“L/C Commitment”: the obligation of the Issuing Lenders to issue Letters of Credit pursuant to Section 4 with respect to which the resulting L/C Obligations at any one time outstanding shall not exceed \$30,000,000.

“L/C Exposure”: of any Revolving Lender at any time, the Revolving Credit Commitment Percentage of the L/C Obligations at such time.

“L/C Fee Payment Date”: the last day of each March, June, September and December and the last day of the Commitment Period.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to subsection 4.5.

“L/C Participants”: the collective reference to all the Lenders other than the Issuing Lenders.

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

“Lenders”: as defined in the preamble hereto, and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Approved Fund.

“Letters of Credit”: as defined in subsection 4.1(a).

“LIBO Rate”: (A) with respect to any Eurocurrency Borrowing for any applicable currency (other than a Non-Quoted Currency) and for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars/the relevant currency for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case the “LIBO Screen Rate”)) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period and (B) with respect to any Eurocurrency Borrowing for a Non-Quoted Currency and for any Interest Period, the applicable Local Screen Rate for such Non-Quoted Currency as of the Specified Time and on the Quotation Day for such Non-Quoted Currency and Interest Period; provided that if the LIBO Screen Rate or a Local Screen Rate, as applicable, shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; provided further that if the LIBO Screen Rate or a Local Screen Rate, as applicable, shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to the applicable currency then the LIBO Rate shall be the Interpolated Rate (provided that if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement).

“LIBO Screen Rate”: the meaning assigned to it in the definition of “LIBO Rate.”

“LIBOR Loans”: Revolving Credit Loans with respect to which the rate of interest is based upon the Adjusted LIBO Rate.

“**Lien**”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

“**Loan**”: any Revolving Credit Loan ~~or~~, extension of credit under or pursuant to Section 4, [or Swingline Loan](#), as the case may be.

“**Loan Documents**”: this Agreement, [the First Amendment](#), any Notes, the JPM Fee Letter (as defined in subsection 2.5(b)), the U.S. Bank Fee Letter (as defined in subsection 2.5(b)), each Application, any Guarantee executed and delivered pursuant to subsection 7.12, [each Subsidiary Borrower Designation and each Subsidiary Borrower Request executed and delivered pursuant to Section 2.9](#) and all other instruments and documents heretofore or hereafter executed or delivered to or in favor of any Lender or the Administrative Agent in connection with the Loans made and transactions contemplated by this Agreement.

“**Local Screen Rates**”: the AUD Screen Rate, the CDOR Screen Rate, the HKD Screen Rate and the SGD Screen Rate.

“**Local Time**”: (a) in the case of a Loan, Borrowing or Letter of Credit disbursement denominated in Dollars, New York City time or (b) in the case of a Loan or Borrowing denominated in an Available Foreign Currency, local time at the place of funding (it being understood that such local time shall mean London, England time unless otherwise notified by the Administrative Agent).

“**London Business Day**”: any day on which banks in London are open for general banking business, including dealings in foreign currency and exchange.

“**Majority Lenders**”: (a) at any time prior to the termination of the Revolving Credit Commitments, Lenders whose Revolving Credit Commitment Percentages aggregate more than 50%; and (b) notwithstanding the foregoing, for purposes of declaring the Loans to be due and payable pursuant to Section 9, and at any time after the termination of the Revolving Credit Commitments, Lenders whose Aggregate Revolving Credit Outstandings aggregate more than 50% of the Aggregate Revolving Credit Outstandings of all Lenders.

“**Margin Stock**”: [margin stock within the meaning of Regulations T, U and X, as applicable](#).

“**Material Adverse Effect**”: a material adverse effect on (i) the business, assets, property or condition (financial or otherwise) of the [Parent](#) Borrower and its Subsidiaries, taken as a whole, or (ii) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Administrative Agent and the Lenders thereunder, provided that events, developments or circumstances (“**Changes**”) (including general economic or political conditions) generally affecting the [Parent](#) Borrower’s industry which are not reasonably likely to have a material adverse effect on (x) the business, assets, property or condition (financial or otherwise) of the [Parent](#) Borrower and its Subsidiaries, taken as a whole, or (y) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Administrative Agent or Lenders thereunder, will not be deemed Changes for purposes of determining whether a Material Adverse Effect shall have occurred.

“**Material Indebtedness**”: Indebtedness (other than the Loans and Letters of Credit) of any one or more of the [Parent](#) Borrower and its Subsidiaries in an aggregate principal amount exceeding \$200,000,000.

“Multicurrency Commitment”: as to any Lender, the obligation of such Lender to make Multicurrency Loans to the Borrowers hereunder in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule IA under the heading “Multicurrency Commitment,” and that such amount may be modified from time to time in accordance with the provisions of this Agreement.

“Multicurrency Commitment Percentage”: as to any Lender at any time, the percentage which such Lender’s Multicurrency Commitment at such time constitutes of the Aggregate Multicurrency Commitments at such time.

“Multicurrency Funding Commitment Percentage”: as at any date of determination, with respect to any Lender, that percentage which the Available Multicurrency Commitment of such Lender then constitutes of the Aggregate Available Multicurrency Commitments.

“Multicurrency Loans”: Revolving Credit Loans made in Available Foreign Currencies.

“Multiemployer Plan”: a Plan which is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Non-Excluded Taxes”: any present or future income, stamp or other Taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority (including any interest, addition to Tax or penalties applicable thereto), excluding net income Taxes (however denominated), franchise Taxes and branch profits Taxes, in each case, (A) imposed as a result of the Administrative Agent or any Lender being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (B) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, any Loan Document).

“Non-Quoted Currency”: Australian Dollars, Canadian Dollars, Hong Kong Dollars and Singapore Dollars.

~~“Note”: as defined in subsection 3.15(d).~~

“Notes”: the collective reference to any Revolving Credit Notes and any Swingline Notes.

“Note Purchase Agreements”: (a) the Master Note Facility, dated as of August 9, 2010, by and among Henry Schein, Inc., New York Life Investment Management LLC (“New York Life”), and each New York Life affiliate party thereto, (b) the Private Shelf Agreement, dated as of August 9, 2010, by and among Henry Schein, Inc., Prudential Investment Management, Inc. (“Prudential”) and each Prudential affiliate party thereto and (c) the Master Note Purchase Agreement, dated as of April 27, 2012, by and among Henry Schein, Inc., Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (together, “Metlife”) and each MetLife affiliate party thereto, each as amended.

“NYFRB”: the Federal Reserve Bank of New York.

“NYFRB Rate”: for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate (as defined below) in effect on such day (or for any day that is not a banking day, for the immediately preceding banking day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero.

“Obligations”: collectively, the unpaid principal of and interest on the Loans and all other obligations and liabilities of the relevant Borrower under this Agreement and the other Loan Documents to which it is a party (including, without limitation, interest accruing at the then applicable rate provided in this Agreement or any other applicable Loan Document after the maturity of the Loans and interest accruing at the then applicable rate provided in this Agreement or any other applicable Loan Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to ~~the~~such Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Notes, the other Loan Documents, Swap Agreements entered into with Lenders or their Affiliates or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all Attorney Costs of counsel to the Administrative Agent or to the Lenders that are required to be paid by ~~the~~such Borrower pursuant to the terms of this Agreement or any other Loan Document).

“Other Taxes”: any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document including any interest, additions to Tax or penalties applicable thereto, except any such Taxes that are, with respect to the Administrative Agent or any Lender, Taxes imposed as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction imposing such Tax (other than connections arising from the Administrative Agent or such Lender, as applicable, having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan or Loan Document) imposed with respect to an assignment (other than an assignment made pursuant to subsection 3.13).

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

“Parent Borrower”: as defined in the preamble hereto.

“Participant”: as defined in subsection 11.6(c).

“Participant Register”: as defined in subsection 11.6(c).

“Participating Member State”: each state so described in any EMU Legislation.

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

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

“**Plan**”: at a particular time, any “employee pension benefit plan,” as such term is defined in Section 3(2) of ERISA and which is subject to Title IV of ERISA and/or Section 412 of the Code or Section 302 of ERISA, other than a Multiemployer Plan, and in respect of which the [Parent](#) Borrower or an ERISA Affiliate is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA or to which the [Parent](#) Borrower or an ERISA Affiliate contributes or has an obligation to contribute.

“**Prime Rate**”: as defined in the definition of “ABR” in this subsection 1.1.

“**Public-Sider**”: a Lender whose representatives may trade in securities of the [Parent](#) Borrower or any of its Subsidiaries while in possession of the financial statements provided by the [Parent](#) Borrower under the terms of this Agreement.

“**Quotation Day**”: with respect to any Eurocurrency Borrowing for any Interest Period, (i) if the currency is Australian Dollars, Canadian Dollars or Hong Kong Dollars, the first day of such Interest Period, (ii) if the currency is Euro, two Target Operating Days before the first day of such Interest Period, (iii) for any other currency, two Business Days prior to the commencement of such Interest Period (unless, in each case, market practice differs in the relevant market where the LIBO Rate for such currency is to be determined, in which case the Quotation Day will be determined by the Administrative Agent in accordance with market practice in such market (and if quotations would normally be given on more than one day, then the Quotation Day will be the last of those days)).

“**Receivables**”: any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

“**Receivables Subsidiary**”: any special purpose, bankruptcy-remote Subsidiary that purchases Receivables generated by the [Parent](#) Borrower or any of its Subsidiaries.

“**Receivables Transaction**”: any transaction or series of transactions providing for the financing of Receivables of the [Parent](#) Borrower or any of its Subsidiaries, involving one or more sales, contributions or other conveyances by the [Parent](#) Borrower or any of its Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the [Parent](#) Borrower or any of its Subsidiaries, (ii) involve recourse to the [Parent](#) Borrower or any of its Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the [Parent](#) Borrower or any of its Subsidiaries (other than the relevant Receivables Subsidiary), provided that the [Parent](#) Borrower and its Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the [Parent](#) Borrower or any of its Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

“Refunded Swingline Loans”: as defined in subsection 2.4.

“Refunding Date”: as defined in subsection 2.4.

“Register”: as defined in subsection 11.6(b)(iv).

“Regulation T”: Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation U”: Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation X”: Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Reimbursement Obligation”: the obligation of the Parent Borrower to reimburse the Issuing Lenders pursuant to subsection 4.5 for amounts drawn under Letters of Credit.

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

“Requirement of Law”: as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer”: with respect to any Person, the chief executive officer and the president of such Person as well as, in the case of ~~the~~any Borrower, the Vice President, the Senior Vice President and General Counsel, the Chief Financial Officer and the Treasurer, and in the case of any Guarantor (if any), a duly elected Vice President of such Guarantor (if any), or, with respect to financial matters, the chief financial officer and the treasurer of such Person.

“Revolving Credit Commitment”: as to any Lender, the obligation of such Lender to make Revolving Credit Loans to the Borrowers and to acquire participations in Letters of Credit and Swingline Loans hereunder in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule I under the heading “Revolving Credit Commitment,” as such amount may be modified from time to time in accordance with the provisions of this Agreement.

“Revolving Credit Commitment Percentage”: as to any Lender at any time, the percentage which such Lender’s Revolving Credit Commitment at such time constitutes of the Aggregate Revolving Credit Commitments at such time (or, if the Revolving Credit Commitments have terminated or expired, the percentage which (a) the Aggregate Revolving Credit Outstandings of such Lender at such time then constitutes of (b) the Aggregate Revolving Credit Outstandings of all Lenders at such time).

“Revolving Credit Loans”: as defined in subsection 2.1.

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

“Revolving Lender”: each Lender that has a Revolving Credit Commitment hereunder or that holds Revolving Credit Loans.

“Sanctioned Country”: at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria).

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

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

“Screen Rate”: the LIBO Screen Rate and the Local Screen Rates collectively and individually as the context may require.

“SGD Screen Rate”: with respect to any Interest Period for any Loans in Singapore Dollars, the rate of interest determined on the basis of the rate for deposits in Singapore Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on page “ABSIRFIX01” of the Reuters screen as the “Swap Offer Rate” or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as selected by the Administrative Agent from time to time in its reasonable discretion.

“Significant Subsidiary”:

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, “domestic”) wholly-owned Subsidiary or other entity formed or acquired by the Parent Borrower or any direct or indirect Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of the domestic “Consolidated Total Assets,” valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(b) each ~~e~~Domestic Subsidiary or entity (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Parent Borrower or any Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Subsidiary if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of the domestic “Consolidated Total Assets,” valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(c) each Subsidiary Borrower.

“Singapore Dollars”: the lawful currency of Singapore.

“Single Employer Plan”: any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

“Specified Time”: (i) in relation to a Loan in Australian Dollars, as of 11:00 a.m., Sydney, Australia time, (ii) in relation to a Loan in Canadian Dollars, as of 11:00 a.m. Toronto, Ontario time, (iii) in relation to a Loan in Hong Kong Dollars, as of 11:30 a.m., Hong Kong time and (iv) in relation to a Loan in Singapore Dollars, as of 11:00 a.m., Singapore time.

“Spin Off”: the dividend of the Equity Interests of Spinco to Spinco’s stockholders in one or more transactions pursuant to that certain Contribution and Distribution Agreement, dated as of April 20, 2018 (the “Spinco Contribution and Distribution Agreement”), by and among the Parent Borrower, Spinco, Direct Vet Marketing, Inc. (“DVM”) and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders.

“Spin Off Termination”: the termination or abandonment of that certain Agreement and Plan of Merger, dated as of April 20, 2018 (the “Spinco Merger Agreement”), by and among the Parent Borrower, Spinco, HS Merger Sub, Inc., DVM and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders, pursuant to Section 8.1 thereof prior to the consummation of the Spin Off.

“Spinco”: HS Spinco, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of the Parent Borrower.

“Spot Rate”: for a currency means the rate quoted by JPMCB as the spot rate for the purchase by JPMCB of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m., New York time, on the date two Business Days prior to the date on which the foreign exchange transaction is made.

“Statutory Reserve Rate”: a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Federal Reserve Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subsidiary”: as to any Person (“parent”), a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Parent Borrower.

“Subsidiary Borrower”: any Subsidiary of the Parent Borrower (other than Spinco and its Subsidiaries) (a) which is designated as a Subsidiary Borrower by the Parent Borrower pursuant to a Subsidiary Borrower Designation, (b) which has delivered to the Administrative Agent a Subsidiary Borrower Request and (c) whose designation as a Subsidiary Borrower has not been terminated pursuant to Section 2.9(d).

“Subsidiary Borrower Designation”: a designation, substantially in the form of Exhibit K-1 or any other form approved by the Administrative Agent, which may be delivered by the Parent Borrower and shall be accompanied by a Subsidiary Borrower Request.

“Subsidiary Borrower Request”: a request, substantially in the form of Exhibit K-2 or any other form approved by the Administrative Agent, which is received by the Administrative Agent in connection with a Subsidiary Borrower Designation.

“Subsidiary Stock”: with respect to any Person, the Equity Interests of any Subsidiary of such Person.

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

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

“Swap Obligation”: with respect to any person, any obligation to pay or perform under any Swap.

“Swingline Commitment”: as to any Revolving Lender (i) the amount set forth opposite such Revolving Lender’s name on Schedule IB hereof or (ii) if such lender has entered into an Assignment and Acceptance, the amount set forth for such lender as its Swingline commitment in the Register maintained by the Administrative Agent pursuant to Section 11.6(b).

“Swingline Exposure”: at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be the sum of, without duplication, (a) the Revolving Credit Commitment Percentage of the Aggregate Swingline Outstandings at such time related to Swingline Loans other than any Swingline Loans made by such Revolving Lender in its capacity as a Swingline Lender and (b) if such Revolving Lender shall be a Swingline Lender, the aggregate principal amount of all Swingline Loans made by such Revolving Lender outstanding at such time (to the extent that the other Revolving Lenders shall not have funded their participations in such Swingline Loans).

“Swingline Lenders”: JPMCB and each Revolving Lender listed in Schedule IB hereof, each in its capacity as a lender of Swingline Loans.

“Swingline LIBO Rate”: as to any day that a Swingline LIBOR Loan is outstanding, the Adjusted LIBO Rate that would be applicable to a LIBOR Loan with a one-month Interest Period if such LIBOR Loan were made two Business Days later (it being understood that the Swingline Lenders shall be entitled to the same benefits of Section 3.6 as are applicable to LIBOR Loans, and have the same rights as the Administrative Agent and Majority Lenders thereunder, such that the Swingline Lenders shall not be required to make Swingline LIBOR Loans if it determines that the provisions thereof have been triggered).

“Swingline LIBOR Loan”: any Swingline Loan bearing interest at a rate per annum determined by reference to the Swingline LIBO Rate. Swingline LIBOR Loans shall be treated as LIBOR Loans for purposes of Section 3.

“Swingline Loans”: as defined in subsection 2.3.

“Swingline Note”: as defined in subsection 3.13(e).

“Swingline Participation Amount”: as defined in subsection 2.4(c).

“Swiss Francs”: the lawful currency of Switzerland.

“Syndication Agent”: as defined in the preamble hereto.

“Target Operating Day”: any day that is not (a) a Saturday or Sunday, (b) Christmas Day or New Year’s Day, (c) any day banks are otherwise not open for dealings in deposits in Euro in the London interbank market or (d) any other day on which the Trans-European Real-time Gross Settlement Operating System (or any successor settlement system) is not operating (as determined in good faith by the Administrative Agent).

“Taxes”: any and all taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by any jurisdiction or by any political subdivision or taxing authority thereon or therein and all interest, penalties or similar liabilities with respect thereto.

“Termination Date”: (a) April 18, 2022, or (b) such earlier date upon which the Aggregate Revolving Credit Commitments may be terminated in accordance with the terms hereof.

“Transferee”: as defined in subsection 11.6(e).

“Type”: as to any Revolving Credit Loan, its nature as an ABR Loan or a LIBOR Loan; as to any Swingline Loan, its nature as an ABR Loan, Alternative Rate Swingline Loan or Swingline LIBOR Loan.

“Withholding Agent”: the Parent Borrower and the Administrative Agent.

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

#### 1.2 Other Definitional Provisions

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any Notes or any other Loan Documents delivered pursuant hereto.

(b) As used herein or in any of the other Loan Documents, accounting terms relating to the Parent Borrower and its Subsidiaries not defined in subsection 1.1, and accounting terms partly defined in subsection 1.1, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Parent Borrower shall be required or permitted to disclose its financial results in its filings with the Securities and

Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the [Parent](#) Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the [Parent](#) Borrower or the Majority Lenders shall so request, the Administrative Agent, the Lenders and the [Parent](#) Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Majority Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the [Parent](#) Borrower in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016 prior to such change therein and (ii) the [Parent](#) Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.” Each reference to “basis points” or “bps” shall be interpreted in accordance with the convention that 100 bps = 1.0%.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

### 1.3 Rounding

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

### 1.4 References to Agreements and Laws

Unless otherwise expressly provided herein, (a) references to agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any [Law](#) shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such [Law](#).

### 1.5 Interest Rates

[The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the rates in the definition of “LIBO Rate” or with respect to any comparable or successor rate thereto, or replacement rate therefor.](#)

## SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

### 2.1 Revolving Credit Commitments

(a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans (“Revolving Credit Loans”) in Dollars or in any Available Foreign Currency to ~~the~~any Borrower from time to time during the Commitment Period so long as after giving effect thereto (and after giving effect to any application of proceeds of ~~such~~ Borrowing pursuant to subsection 2.8) (i) the Available Revolving Credit Commitment of each Lender is greater than or equal to zero, (ii) the Aggregate Revolving Credit Outstandings of all Lenders do not exceed the Aggregate Revolving Credit Commitments and (iii) the Aggregate Multicurrency Outstandings of all Lenders do not exceed the Aggregate Multicurrency Commitments. All Revolving Credit Loans shall be made by the Lenders on a pro-rata basis in accordance with their respective Revolving Credit Commitment Percentages (or in accordance with their Multicurrency Commitment Percentage for Multicurrency Loans). During the Commitment Period, ~~the~~any Borrower may use the Revolving Credit Commitments by borrowing, prepaying the Revolving Credit Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. Any Lender may cause its Multicurrency Loans to be made by any branch, affiliate or international banking facility of such Lender, provided, that such Lender shall remain responsible for all of its obligations hereunder and no additional Taxes, costs or other burdens shall be imposed upon ~~the~~any Borrower or the Administrative Agent as a result thereof.

(b) The Revolving Credit Loans may from time to time be (i) LIBOR Loans, (ii) ABR Loans or (iii) a combination thereof, as determined by the relevant Borrower and notified to the Administrative Agent in accordance with subsections 2.2 and 3.2, provided that (x) each Multicurrency Loan shall be a LIBOR Loan and, (y) ABR Loans shall be available only to the Parent Borrower and any Subsidiary Borrower that is a Domestic Subsidiary and (z) no Revolving Credit Loan shall be made as a LIBOR Loan after the day that is one month prior to the Termination Date.

## 2.2 Procedure for Revolving Credit Borrowing

(a) ~~The~~Any Borrower may request a Revolving Credit Loan during the Commitment Period on any Business Day, provided that ~~the~~such Borrower shall give the Administrative Agent irrevocable notice prior to (a) 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date, if all or any part of the requested Revolving Credit Loans are to be LIBOR Loans in Dollars, (b) 11:00 A.M., Local Time, four Business Days prior to the requested Borrowing Date, if all or any part of the requested Revolving Credit Loans are to be LIBOR Loans in Available Foreign Currencies, or (c) 12:00 Noon, New York City time, on the requested Borrowing Date, with respect to ABR Loans. Each such borrowing request may be given (i) in the case of a Loan other than a Multicurrency Loan, by telephone or by delivery of a written borrowing request and (ii) in the case of a Multicurrency Loan, by delivery of a written borrowing request. Any such written borrowing request shall be substantially in the form of Exhibit A, duly completed and executed by ~~the~~such Borrower. Any such telephonic borrowing request shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written borrowing request which shall be substantially in the form of Exhibit A, duly completed and executed by ~~the~~such Borrower.

(b) Each Borrowing request shall specify (i) the amount to be borrowed, (ii) the requested Borrowing Date, (iii) whether the borrowing is to be comprised of LIBOR Loans, ABR Loans or a combination thereof, (iv) if the borrowing is to be entirely or partly comprised of LIBOR Loans, the amount of such LIBOR Loan and the length of the initial Interest Period therefor, (v) if the borrowing is to be entirely or partly comprised of Multicurrency Loans, the requested Available Foreign Currency and the amount of such borrowing, and (vi) the account into which the amount is to be paid.

(c) Each borrowing under the Revolving Credit Commitments (other than a borrowing under subsections 2.4 and 4.2) shall be in an amount equal to (x) in the case of ABR Loans, \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof (or, if the Aggregate Available Revolving Credit Commitments are less than \$1,000,000, such lesser amount) and (y) in the case of LIBOR Loans, \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof. Upon receipt of any such notice from the relevant Borrower, the Administrative Agent shall promptly notify each Lender thereof. Prior to (a) 11:00 A.M. New York City time in the case of LIBOR Loans denominated in Dollars, (b) 12:00 Noon, Local Time in the case of each Multicurrency Loan (other than Swiss Francs) and 8:00 A.M., Local Time in the case of each Loan denominated in Swiss Francs, (c) 2:00 P.M. New York City time in the case of ABR Loans, on the Borrowing Date requested by ~~the~~such Borrower in accordance with the provisions hereof, each Lender will make an amount equal to its Funding Commitment Percentage (or Multicurrency Funding Commitment Percentage in the case of Multicurrency Loans) of the principal amount of the Revolving Credit Loans requested to be made on such Borrowing Date available to the Administrative Agent for the account of ~~the~~such Borrower at the New York office of the Administrative Agent specified in subsection 11.2 or, in the case of any Multicurrency Loan, in the city of the Administrative Agent's Applicable Payment Office for such currency and at such Applicable Payment Office for such currency (or such other funding office or bank as specified from time to time by the Administrative Agent by notice to ~~the~~such Borrower and the Lenders) in funds immediately available (in the relevant Available Foreign Currency for Multicurrency Loans), to the Administrative Agent. Such borrowing will then be made available to ~~the~~such Borrower by the Administrative Agent crediting the account of ~~the~~such Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

~~2.3 [Reserved]~~2.3 Swingline Commitment. Subject to the terms and conditions hereof, each Swingline Lender severally may, but shall have no obligation to, make a portion of the credit otherwise available to the Parent Borrower under the Revolving Credit Commitments from time to time during the Commitment Period by making swingline Loans ("Swingline Loans") in Dollars to the Parent Borrower so long as after giving effect thereto (i) the aggregate principal amount of outstanding Swingline Loans made by such Swingline Lender does not exceed such Swingline Lender's Swingline Commitment, (ii) the Aggregate Revolving Credit Outstandings of such Swingline Lender does not exceed its Revolving Credit Commitment, (iii) the Aggregate Swingline Outstandings shall not exceed the aggregate Swingline Commitments and (iv) the Aggregate Revolving Credit Outstandings of all Lenders shall not exceed the Aggregate Revolving Credit Commitments; provided that a Swingline Loan may not be used to refinance an outstanding Swingline Loan. During the Commitment Period, the Parent Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. All repayments under this Agreement on account of Swingline Loans shall be made in Dollars in immediately available funds to the Administrative Agent for the account of the applicable Swingline Lender not later than 1:00 p.m., New York City time, on the day any such payment is due to the office of JPMCB specified in subsection 11.2.

#### 2.4 Procedure for Swingline Borrowing; Refunding of Swingline Loans

~~2.4 [Reserved]~~(a) Whenever the Parent Borrower desires that a Swingline Lender make a Swingline Loan, it shall give the Administrative Agent irrevocable telephonic notice, which telephonic notice must be received by the Administrative Agent not later than 1:00 p.m., New York City time, on the proposed Borrowing Date, specifying (i) the amount to be borrowed, (ii) whether the proposed Borrowing is to be comprised of Swingline LIBOR Loans, Alternative Rate Swingline Loans or ABR Loans and (iii) the requested Borrowing Date (which shall be a Business Day during the Commitment Period). Each such telephonic borrowing request shall be confirmed promptly by hand delivery or teletype to the Administrative Agent of a written borrowing request which shall be substantially in the form of Exhibit B, duly completed and executed by the Parent Borrower. Each borrowing under the Swingline Commitment shall be in an amount equal to \$500,000 or a whole multiple

of \$100,000 in excess thereof. The Administrative Agent will promptly advise the Swingline Lenders of any such notice received from the Parent Borrower. Each Swingline Lender shall make its ratable portion of the requested Swingline Loan (such ratable portion to be calculated based upon such Swingline Lender's Swingline Commitment to the total Swingline Commitments of all of the Swingline Lenders) available to the Parent Borrower by means of a credit to an account of the Parent Borrower with the Administrative Agent designated for such purpose by 3:00 p.m., New York City time, on the requested date of such Swingline Loans. The Administrative Agent shall give the other Lenders prompt notice of each extension by such Swingline Lender of a Swingline Loan.

(b) Any Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Parent Borrower (which hereby irrevocably directs each Swingline Lender to act on its behalf), by written notice given to the Administrative Agent, request each Lender (including each Swingline Lender in its capacity as a Lender having a Revolving Credit Commitment) to make, and each Lender hereby agrees to make, an ABR Loan, in an amount equal to such Lender's Revolving Credit Commitment Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay each Swingline Lender. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Revolving Credit Commitment Percentage of such Swingline Loans. Each Lender shall promptly upon receipt of such notice from the Administrative Agent (and in any event, if such notice is received by 12:00 noon, New York City time, on a Business Day no later than 5:00 p.m. New York City time on such Business Day and if received after 12:00 noon, New York City time, on a Business Day no later than 10:00 a.m. New York City time on the immediately succeeding Business Day), make the amount of such ABR Loan available to the Administrative Agent at the New York office of the Administrative Agent specified in subsection 11.2 in immediately available funds. The proceeds of such ABR Loans shall be immediately made available by the Administrative Agent to such Swingline Lenders for application by such Swingline Lender to the repayment of the Refunded Swingline Loans. The Parent Borrower irrevocably authorizes such Swingline Lender to charge the Parent Borrower's accounts with the Administrative Agent (up to the amount available in each such account) in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Lenders are not sufficient to repay in full such Refunded Swingline Loans if such deficiency is not otherwise reimbursed by the Parent Borrower on the Business Day following a written request for such reimbursement to the Parent Borrower by such Swingline Lender (without prejudice to any rights Borrower may have against any such Lender which did not provide its pro rata portion to repay in full such Refunded Swingline Loans). If such amount is not in fact made available to the Administrative Agent by any Lender, such Swingline Lender shall be entitled to recover such amount on demand from such Lender together with accrued interest thereon for each day from the date such amount is required to be paid, at the Federal Funds Effective Rate. If such Lender does not pay such amount as provided above, and until such time as such Lender makes the required payment, such Swingline Lender shall be deemed to continue to have outstanding Swingline Loans in the amount of such unpaid participation obligation for all purposes of the Loan Documents other than those provisions requiring the other Lenders to purchase a participation therein, and all amounts paid or payable by the Parent Borrower on account of Swingline Loans which would otherwise comprise such Lender's Swingline Participation Amount (had such Lender purchased and funded its participation therein) shall continue to be for the sole account of such Swingline Lender. Further, such Lender shall be deemed to have assigned any and all payments made of principal and interest on its Revolving Credit Loans, amounts due with respect to any Letters of Credit (or its participation interests therein) and any other amounts due to it hereunder to such Swingline Lender to fund ABR Loans in the amount of the participation in Swingline Loans that such Lender failed to purchase and fund pursuant to this subsection 2.4(b), until such amount has been purchased and funded.

(c) If, prior to the time an ABR Loan would have otherwise been made pursuant to subsection 2.4(b), one of the events described in subsections 9(f) or (g) shall have occurred and be continuing with respect to the Parent Borrower or if for any other reason, as determined by each Swingline Lender in its sole discretion, ABR Loans may not be made as contemplated by subsection 2.4(b), each Lender shall, on the date such ABR Loan was to have been made pursuant to the notice referred to in subsection 2.4(b) (the "Refunding Date"), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to such Swingline Lender an amount (the "Swingline Participation Amount") equal to (i) such Lender's Revolving Credit Commitment Percentage times (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such ABR Loans, and upon the purchase of any such participating interest the then outstanding Swingline Loans shall bear interest at the rate then applicable to ABR Loans.

(d) Whenever, at any time after any Swingline Lender has received from any Lender such Lender's Swingline Participation Amount, such Swingline Lender receives any payment on account of the Swingline Loans, such Swingline Lender will distribute to such Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by such Swingline Lender is required to be returned, such Lender will return to such Swingline Lender any portion thereof previously distributed to it by such Swingline Lender.

(e) Each Lender's obligation to make the Loans referred to in subsection 2.4(b) and to purchase participating interests pursuant to subsection 2.4(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Lender or the Parent Borrower may have against any Swingline Lender, the Parent Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 6; (iii) any adverse change in the condition (financial or otherwise) of the Parent Borrower; (iv) any breach of this Agreement or any other Loan Document by the Parent Borrower or any other Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(f) The failure of any Swingline Lender to make its ratable portion of a Swingline Loan shall not relieve any other Swingline Lender of its obligation hereunder to make its ratable portion of such Swingline Loan on the date of such Swingline Loan, but no Swingline Lender shall be responsible for the failure of any other Swingline Lender to make the ratable portion of a Swingline Loan to be made by such other Swingline Lender on the date of any Swingline Loan.

## 2.5 Fees

(a) **Commitment Fee.** The Parent Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee for the period from and including the Fee Commencement Date to the Termination Date, computed at the Commitment Fee Rate on the average daily amount of the Revolving Credit Commitment of such Lender (regardless of usage) during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December and on the Termination Date, commencing on the first of such dates to occur after the date hereof.

(b) **Arrangement and Agency Fees.** The Parent Borrower shall pay (i) an arrangement fee to JPMCB, and shall pay an agency fee to the Administrative Agent for the Administrative Agent's own account, in the amounts and at the times specified in the letter agreement, dated March 6, 2017 (the "JPM Fee Letter"), between the Parent Borrower and JPMCB and (ii) an arrangement fee to U.S. Bank, in the amount specified in the letter agreement, dated March 6, 2017 (the "U.S. Bank Fee Letter"), between the Parent Borrower and U.S. Bank. Such fees shall be fully earned when paid and shall be nonrefundable for any reason whatsoever.

## 2.6 Termination or Reduction of Commitments

The Parent Borrower shall have the right, upon not less than five Business Days' notice to the Administrative Agent, to terminate the Aggregate Revolving Credit Commitments or, from time to time, to reduce the amount of the Aggregate Revolving Credit Commitments; provided that no such termination or reduction shall be permitted if, after giving effect thereto and to any prepayments of the Loans made on the effective date thereof, either (a) the Aggregate Available Revolving Credit Commitments would not be greater than or equal to zero, (b) the Available Revolving Credit Commitments of any Lender would not be greater than or equal to zero, or (c) the Available Multicurrency Commitments of any Lender would not be greater than or equal to zero. Any such reduction shall be in an amount equal to \$5,000,000 or if greater, a whole multiple of \$1,000,000 in excess thereof, and shall reduce permanently the Aggregate Revolving Credit Commitments then in effect. The Administrative Agent shall give each Lender prompt notice of any notice received from the Parent Borrower pursuant to this subsection 2.6. Simultaneously with any such reduction, a pro-rata reduction in the Aggregate Multicurrency Commitments shall be deemed to have occurred.

## 2.7 Increase in Commitments

(a) The Parent Borrower may at any time propose that the Aggregate Revolving Credit Commitments hereunder be increased (each such proposed increase being a "Commitment Increase"), by notice to the Administrative Agent specifying the existing Lender(s) (the "Increasing Lender(s)") and/or the additional lenders reasonably satisfactory to the Administrative Agent (the "Assuming Lender(s)") that will be providing the additional Commitment(s) and the date on which such increase is to be effective (the "Commitment Increase Date"), which shall be a Business Day at least three Business Days after delivery of such notice and prior to the Termination Date; provided that:

(i) the minimum aggregate amount of each proposed Commitment Increase shall be \$5,000,000 in the case of an Assuming Lender or an Increasing Lender;

(ii) immediately after giving effect to such Commitment Increase, the Aggregate Revolving Credit Commitments hereunder shall not exceed \$1,000,000,000;

(iii) no Event of Default shall have occurred and be continuing on such Commitment Increase Date or shall result from the proposed Commitment Increase; and

(iv) the representations and warranties contained in Section 5 and in the other Loan Documents shall be true correct in all material respects on and as of the Commitment Increase Date as if made on and as of such date (or, if any such representation and warranty is expressly stated to have been made as of a specific date, as of such specific date).

(b) Any Assuming Lender shall become a Lender hereunder as of such Commitment Increase Date and the Commitment of any Increasing Lender and any such Assuming Lender shall be increased as of such Commitment Increase Date; provided that:

(i) the Administrative Agent shall have received on or prior to 9:00 a.m., New York City time, on such Commitment Increase Date a certificate of a duly authorized officer of the Parent Borrower stating that each of the applicable conditions to such Commitment Increase set forth in clause (a) of this subsection has been satisfied;

(ii) with respect to each Assuming Lender, the Administrative Agent shall have received, on or prior to 9:00 a.m., New York City time, on such Commitment Increase Date, an assumption agreement in substantially the form of Exhibit C (an “Assumption Agreement”) duly executed by such Assuming Lender and the Parent Borrower and acknowledged by the Administrative Agent; and

(iii) each Increasing Lender shall have delivered to the Administrative Agent, on or prior to 9:00 a.m., New York City time, on such Commitment Increase Date, confirmation in writing satisfactory to the Administrative Agent as to its increased Commitment, with a copy of such confirmation to the Parent Borrower.

(c) Upon its receipt of confirmation from a Lender that it is increasing its Commitment hereunder, together with the certificate referred to in clause (b)(i) above, the Administrative Agent shall (A) record the information contained therein in the Register and (B) give prompt notice thereof to the Parent Borrower; provided that absent such Lender’s confirmation of such a Commitment Increase as aforesaid, such Lender will be under no obligation to increase its Commitment hereunder. Upon its receipt of an Assumption Agreement executed by an Assuming Lender, together with the certificate referred to in clause (b)(i) above, the Administrative Agent shall, if such Assumption Agreement has been completed and is in substantially the form of Exhibit C, (x) accept such Assumption Agreement, (y) record the information contained therein in the Register and (z) give prompt notice thereof to the Parent Borrower.

(d) In the event that the Administrative Agent shall have received notice from the Parent Borrower as to any agreement with respect to a Commitment Increase on or prior to the relevant Commitment Increase Date and the actions provided for in clause (b) above shall have occurred by 9:00 a.m., New York City time, on such Commitment Increase Date, the Administrative Agent shall notify the Lenders (including any Assuming Lenders) of the occurrence of such Commitment Increase promptly on such date by facsimile transmission or electronic messaging system. On the date of such Commitment Increase, the relevant Borrowers shall (i) prepay the outstanding Revolving Credit Loans (if any) in full, (ii) simultaneously borrow new Revolving Credit Loans hereunder in an amount equal to such prepayment, so that, after giving effect thereto, the Revolving Credit Loans are held ratably by the Lenders in accordance with the respective Revolving Credit Commitments of such Lenders (after giving effect to such Commitment Increase) and (iii) pay to the Lenders the amounts, if any, payable under subsection 3.11.

#### 2.8 Repayment of Revolving Credit Loans

~~The~~Each Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender (except as may be otherwise provided in subsection 2.4) the then unpaid principal amount of each Revolving Credit Loan of such Lender on the Termination Date (or such earlier date on which the Revolving Credit Loans become due and payable pursuant to Section 9 or otherwise). The Parent Borrower hereby promises to the pay to the Administrative Agent for the account of the Swingline Lenders the then unpaid principal amount of each Swingline Loan on the earlier to mature of the Termination Date and the fifth Business Day after such Swingline Loan is made; provided that on each date that a Revolving Borrowing is made, the Parent Borrower shall repay all Swingline Loans then outstanding and the proceeds of any such Borrower shall be applied by the Administrative Agent to repay any Swingline Loans outstanding. ~~Each~~ Borrower hereby further agrees to pay interest on the unpaid principal amount of ~~the~~its Revolving Credit Loans from time to time outstanding from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in subsection 3.4.

## 2.9 Subsidiary Borrowers; Designation of Foreign Subsidiary Borrowers

(a) The Parent Borrower may, at any time, upon not less than ten Business Days' notice from the Parent Borrower to the Administrative Agent, designate any additional Subsidiary of the Parent Borrower as a Subsidiary Borrower to receive Loans hereunder by delivering to the Administrative Agent a duly executed Subsidiary Borrower Designation for such Subsidiary. The obligation of each Administrative Agent, Lender and Issuing Lender to make its initial Loan or Letter of Credit to a particular Subsidiary Borrower, if designated as such on or after the Closing Date, is subject to the satisfaction of the conditions that (A) such Subsidiary Borrower shall have furnished to the Administrative Agent (i) a Subsidiary Borrower Request, (ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of such Subsidiary Borrower as the Administrative Agent may reasonably require to evidence the identities, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents, (iii) one or more executed legal opinions in form, content and substance reasonably satisfactory to the Administrative Agent, and (iv) such reasonable documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, to the extent reasonably requested by the Administrative Agent or any Lender, (B) each of the Administrative Agent, Lender and/or Issuing Lender, as applicable, shall have met all necessary regulatory and licensing requirements and internal policy requirements and shall be legally permitted to make Loans or Letters of Credit, as applicable, to such Subsidiary Borrower and in the jurisdiction in which such Subsidiary Borrower is organized and (C) lending to such Subsidiary Borrower will not cause any administrative or operational issues for such Administrative Agent, Lender and/or Issuing Lender, as applicable.

(b) In addition to the requirements set forth in Section 2.9(a), if the Parent Borrower shall designate a Foreign Subsidiary as a Subsidiary Borrower pursuant to Section 2.9(a), the Administrative Agent shall promptly notify each Lender in writing (a "Notice of Designation") and, each of the Administrative Agent, Issuing Lender and each Lender at its option may make any Borrowing or otherwise perform its obligations hereunder through any applicable lending office (each, a "Designated Lender"); provided that any exercise of such option shall not affect the obligation of such Borrower to repay any Borrowing in accordance with the terms of this Agreement. Any Designated Lender shall be considered a Lender; provided that in the case of an Affiliate or branch of a Lender, all provisions applicable to a Lender shall apply to such Affiliate or branch of such Lender to the same extent as such Lender; provided that for the purposes only of voting in connection with any Loan Document, any participation by any Designated Lender in any outstanding Borrowing shall be deemed a participation of such Lender. Additionally, (x) such Lender's obligations under this Agreement shall remain unchanged, (y) such Lender shall remain solely responsible to the other parties hereto for the performance of those obligations, and (z) the Parent Borrower, each other Borrower, the Administrative Agent, the Lenders and the Issuing Lender shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. As soon as practicable after receiving a Notice of Designation from the Administrative Agent, and in any event no later than seven Business Days after the date of such Notice of Designation, any Lender or Issuing Lender that determines it does not meet the conditions set forth in subsections 2.9(a)(B) or 2.9(a)(C) with respect to such Foreign Subsidiary or the jurisdiction in which such Foreign Subsidiary is organized, directly or through a Designated Lender (such Lender or Issuing Lender, a "Protesting Lender"), shall so notify the Parent Borrower and the Administrative Agent in writing. With respect to each Protesting Lender, which has not withdrawn such notice, the Parent Borrower shall, effective on or before the date that such Foreign Subsidiary shall have the right to borrow hereunder, either (A) exercise its rights pursuant to Section 3.13 or (B) cancel its request to designate such Foreign Subsidiary as a Subsidiary Borrower hereunder.

(c) Notwithstanding anything to the contrary in this Agreement, if, in any applicable jurisdiction, the Administrative Agent, the Issuing Lender or any Lender or any Designated Lender determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Administrative Agent, the Issuing Bank or any Lender or its applicable Designated Lender to (i) perform any of its obligations hereunder or under any other Loan Document, (ii) to fund or maintain its participation in any Loan or Letter of Credit or (iii) issue, make, maintain, fund or charge interest or fees with respect to any Borrowing to any Subsidiary Borrower who is organized under the laws of a jurisdiction other than the United States, a state thereof or the District of Columbia, such Person shall promptly notify the Administrative Agent, then, upon the Administrative Agent notifying the Parent Borrower, and until such notice by such Person is revoked, any obligation of such Person to issue, make, maintain, fund or charge interest or fees with respect to any such Borrowing shall be suspended, and to the extent required by applicable law, cancelled. Upon receipt of such notice, the Loan Parties shall, (A) repay that Person's participation in the Loans or other applicable Obligations on the last day of the Interest Period for each Loan or other Obligation occurring after the Administrative Agent has notified the Parent Borrower or, if earlier, the date specified by such Person in the notice delivered to the Administrative Agent (being no earlier than the last day of any applicable grace period permitted by applicable law), (B) to the extent applicable to the Issuing Lender, Cash Collateralize that portion of applicable L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized and (C) take all reasonable actions requested by such Person to mitigate or avoid such illegality.

(d) The Parent Borrower may from time to time deliver a subsequent Subsidiary Borrower Designation with respect to any Subsidiary Borrower, countersigned by such Subsidiary Borrower, for the purpose of terminating such Subsidiary Borrower's designation as such, so long as, on the effective date of such termination, all Obligations in respect of such Subsidiary Borrower shall have been paid in full. In addition, if on any date a Subsidiary Borrower shall cease to be a Subsidiary, all Obligations in respect of such Subsidiary Borrower shall automatically become due and payable on such date and no further Loans may be borrowed by such Subsidiary Borrower hereunder.

(e) In order to expedite the transactions contemplated by this Agreement, each Subsidiary Borrower shall be deemed, by its execution and delivery of a Subsidiary Borrower Request, to have appointed the Parent Borrower to act as agent on behalf of such Subsidiary Borrower for the purpose of (i) giving any notices contemplated to be given by such Subsidiary Borrower pursuant to this Agreement, including, without limitation, borrowing notices, prepayment notices, continuation notices and conversion notices, and (ii) paying on behalf of such Subsidiary Borrower any Obligations owing by such Subsidiary Borrower, provided that each Subsidiary Borrower shall retain the right, in its discretion, to directly give any or all of such notices or make any or all of such payments.

(f) The Administrative Agent shall promptly notify the Lenders upon receipt of any Subsidiary Borrower Designation and Subsidiary Borrower Request.

## SECTION 3. CERTAIN PROVISIONS APPLICABLE TO THE LOANS

### 3.1 Optional and Mandatory Prepayments

(a) ~~The~~Any Borrower may at any time and from time to time prepay outstanding Revolving Credit Loans or Swingline Loans, in whole or in part, without premium or penalty (other than any amounts payable pursuant to subsection 3.11 if such prepayment is of LIBOR Loans and is made on a day other than the last day of the Interest Period with respect thereto), (i) upon at least four Business Days' irrevocable notice to the Administrative Agent in the case of Revolving Credit Loans and (ii) in the case of Swingline Loans, irrevocable notice to the Administrative Agent by not later than 3:00 p.m., New York City time, on the Business Day immediately preceding the date of prepayment, in each case (i) and (ii) above, specifying the date and amount of prepayment and whether the prepayment is of LIBOR Loans, ABR Loans, a combination thereof, if of a combination thereof, the amount allocable to each, or of Swingline Loans. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable by the relevant Borrower on the date specified therein. Partial prepayments of Multicurrency Loans shall be in an aggregate principal amount the Dollar Equivalent of which is at least \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof. Partial prepayments of Revolving Credit Loans denominated in Dollars shall be in an aggregate principal amount of at least \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount which is at least \$100,000 or an integral multiple of \$100,000 in excess thereof.

(b) (i) If, at any time during the Commitment Period, for any reason the Aggregate Revolving Credit Outstandings of all Lenders exceed the Aggregate Revolving Credit Commitments then in effect, the Borrowers shall, without notice or demand, immediately prepay the Loans in an amount that equals or exceeds the amount of such excess (or, in the case of L/C Obligations after all Loans have been prepaid, cash collateralize such L/C Obligations in accordance with the provisions of subsection 4.8).

(ii) If, at the end of any month during the Commitment Period, for any reason either (A) the Aggregate Multicurrency Outstandings exceed 105% of the Aggregate Multicurrency Commitments ~~or~~, (B) the Aggregate Swingline Outstandings exceed the aggregate Swingline Commitment or (C) the L/C Obligations exceed the L/C Commitment, the Borrowers shall, without notice or demand, immediately prepay the Multicurrency Loans and/or the Swingline Loans and/or cash collateralize the L/C Obligations in accordance with the provisions of subsection 4.8, as the case may be, in amounts such that any such excess is eliminated.

(iii) Each prepayment of Loans pursuant to this subsection 3.1(b) shall be accompanied by any amounts payable under subsection 3.11 in connection with such prepayment.

### 3.2 Conversion and Continuation Options

(a) ~~The~~Any Borrower may elect from time to time to convert LIBOR Loans to ABR Loans by giving the Administrative Agent at least two Business Days' prior irrevocable notice of such election. ~~The~~Any Borrower may elect from time to time to convert ABR Loans to LIBOR Loans by giving the Administrative Agent at least three Business Days' prior irrevocable notice of such election in the case of LIBOR Loans in Dollars and at least four Business Days' prior irrevocable notice of such election in the case of LIBOR Loans in Available Foreign Currencies. Any such notice of conversion to LIBOR Loans shall specify the length of the initial Interest Period therefor. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. All or any part of outstanding LIBOR Loans and ABR Loans may be converted as provided herein, provided that (i) no Multicurrency Loan may be converted to an ABR Loan, (ii) no Loan may be converted into a LIBOR Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Lenders have determined that such a conversion is not appropriate, (iii) no Loan may be converted into a LIBOR Loan after the date that is one month prior to the Termination Date and (iv) no Loan may be converted from one currency to another currency.

(b) Any LIBOR Loans may be continued as such upon the expiration of the then current Interest Period with respect thereto by the relevant Borrower giving notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in subsection 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no LIBOR Loan may, except as provided in the following proviso, be continued as such (A) when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Lenders have determined that such a continuation is not appropriate or (B) after the date that is one month prior to the Termination Date, and provided, further, that if ~~the~~such Borrower shall fail to give such notice or if such continuation is not permitted, (x) with respect to any such Loans which are Multicurrency Loans, ~~the~~such Borrower shall be deemed to have specified an Interest Period of one month and (y) all such other Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any notice pursuant to this subsection 3.2(b), the Administrative Agent shall promptly notify each Lender thereof.

### 3.3 Maximum Number of Tranches

Notwithstanding anything contained herein to the contrary, after giving effect to any Borrowing, unless consented to by the Administrative Agent in its sole discretion, (a) there shall not be more than twelve different Interest Periods in effect in respect of all Revolving Credit Loans at any one time outstanding, and (b) there shall not be more than eight different Multicurrency Loans in respect of all Revolving Credit Loans at any one time outstanding.

### 3.4 Interest Rates and Payment Dates

(a) Each LIBOR Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Adjusted LIBO Rate determined for such Interest Period plus the Applicable Margin in effect for such day.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) Each Multicurrency Loan shall be a LIBOR Loan.

(d) Each Swingline Loan shall bear interest, at the election of the Parent Borrower, at a rate per annum (rounded upwards, if necessary, to the next 1/100 of one percent) equal to (a) in the case of any Swingline Loan that is an ABR Loan, the ABR plus the Applicable Margin, (b) in the case of any Alternative Rate Swingline Loan, the sum of the Alternative Swingline Rate in effect on each applicable day plus the applicable margin or (c) in the case of any Swingline LIBOR Loan, the sum of the Swingline LIBO Rate in effect on each applicable day plus the Applicable Margin.

(~~e~~) If all or a portion of (i) any principal of any Loan, (ii) any interest payable thereon, (iii) any commitment fee or (iv) any other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), the overdue principal of the Loans and any such overdue interest, commitment fee or other amount shall bear interest at a rate per annum which is (x) in the case of principal, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this subsection plus 2% or (y) in the case of any such overdue interest, commitment fee or other amount, the rate described in paragraph (b) of this subsection plus 2%, in each case from the date of such non-payment until such overdue principal, interest, commitment fee or other amount is paid in full (as well after as before judgment).

(~~ef~~) Interest pursuant to this subsection shall be payable in arrears on each Interest Payment Date provided that interest accruing pursuant to paragraph (e) of this subsection shall be payable from time to time on demand.

### 3.5 Computation of Interest and Fees

(a) (i) Whenever interest and fees are calculated on the basis of the Prime Rate, interest shall be calculated on the basis of a 365 (or 366, as the case may be) day year for the actual days elapsed, (ii) whenever Multicurrency Loans are denominated in British Pounds Sterling, interest and fees with respect to such Multicurrency Loans shall be calculated on the basis of a 365-day year for the actual days elapsed and (iii) whenever Multicurrency Loans are denominated in Australian Dollars, Canadian Dollars, Singapore Dollars or Hong Kong Dollars, interest and fees with respect to such Multicurrency Loans shall be calculated on the basis of a 365-day year (or 366 days in a leap year) for the actual days elapsed; and, otherwise, interest and fees shall be calculated on the basis of a 360-day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the relevant Borrower and the Lenders of each determination of an Adjusted LIBO Rate with respect to a LIBOR Loan or a Swingline LIBOR Loan. Any change in the interest rate on a Loan resulting from a change in the ABR or the Statutory Reserve Rate, shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the relevant Borrower and the Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on ~~the~~each Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of ~~the~~any Borrower, deliver to ~~the~~such Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to subsection 3.4(a), (b) or (c).

3.6 ~~Inability to Determine Interest~~Alternative Rate of Interest. If prior to the first day of any Interest Period:

(~~a~~) the Administrative Agent shall have determined in good faith (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBO Rate or the Adjusted LIBO Rate, as applicable (including, without limitation, because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period, or

(~~b~~) the Administrative Agent shall have received notice from the Majority Lenders that the LIBO Rate or the Adjusted LIBO Rate, as applicable, determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as given in good faith and conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Parent Borrower and the Lenders as soon as practicable thereafter. If such notice is given, (w) any LIBOR Loans (excluding Multicurrency Loans) requested to be made on the first day of such Interest Period shall be made as ABR Loans, provided, that, notwithstanding the provisions of subsection 2.2, ~~the~~any Borrower may cancel the request for such LIBOR Loan (including Multicurrency Loans) by written notice to the Administrative Agent one Business Day prior to the first day of such Interest Period and ~~the~~such Borrower shall not be subject to any liability pursuant to subsection 3.11 with respect to such cancelled request, (x) any Loans that were to have been converted on the first day of such Interest Period to LIBOR Loans (excluding

Multicurrency Loans) shall be continued as ABR Loans, and (y) any outstanding LIBOR Loans (excluding Multicurrency Loans) shall be converted, on the first day of such Interest Period, to ABR Loans, and (z) any Multicurrency Loans to which such Interest Period relates shall be repaid on the first day of such Interest Period. Until such notice has been withdrawn by the Administrative Agent, no further LIBOR Loans shall be made or continued as such, nor shall ~~the~~such Borrower have the right to convert ABR Loans to LIBOR Loans.

(b) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but either (w) the supervisor for the administrator of the LIBO Screen Rate has made a public statement that the administrator of the LIBO Screen Rate is insolvent (and there is no successor administrator that will continue publication of the LIBO Screen Rate), (x) the administrator of the LIBO Screen Rate has made a public statement identifying a specific date after which the LIBO Screen Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the LIBO Screen Rate), (y) the supervisor for the administrator of the LIBO Screen Rate has made a public statement identifying a specific date after which the LIBO Screen Rate will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate may no longer be used for determining interest rates for loans, then the Administrative Agent and the Parent Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 11.1, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Majority Lenders stating that such Majority Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 3.6(b), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any interest election request that requests the conversion of any Borrowing of Revolving Credit Loans to, or continuation of any Borrowing of Revolving Credit Loans as, a LIBOR Loan shall be ineffective and (y) if any request for a Borrowing of Revolving Credit Loans requests a LIBOR Loan, such Borrowing shall be made as an ABR Loan.

### 3.7 Pro Rata Treatment and Payments

(a) Except to the extent provided elsewhere in this Agreement to the contrary, each payment of principal or interest in respect of the Loans shall be made pro rata according to the amounts then due and owing to the respective Lenders.

(b) Each Borrowing by ~~the~~each Borrower of Revolving Credit Loans from the Lenders hereunder shall be made pro rata according to the Funding Commitment Percentages of the Lenders in effect on the date of such Borrowing (or Multicurrency Funding Commitment Percentages in the case of Multicurrency Loans). Each payment by the Parent Borrower on account of any commitment fee hereunder and any reduction of the Revolving Credit Commitments of the Lenders shall be allocated

by the Administrative Agent among the Lenders pro rata according to the Revolving Credit Commitment Percentages of the Lenders (or Multicurrency Commitment Percentages in the case of Multicurrency Loans). Each payment (including each prepayment) by ~~the~~each Borrower on account of principal of and interest on the Revolving Credit Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Credit Loans then due and owing to the Lenders. All payments (including prepayments) to be made by the Borrowers hereunder in respect of amounts denominated in Dollars, whether on account of principal, interest, fees or otherwise, shall be made without set off or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Administrative Agent's office specified in subsection 11.2, in Dollars and in immediately available funds. All payments (including prepayments) to be made by the Borrowers hereunder with respect to principal and interest on Multicurrency Loans shall be made without set off or counterclaim and shall be made prior to 12:00 Noon, Local Time (or, with respect to each Loan denominated in Swiss Francs, 8:00 A.M., Local Time), on the due date thereof, to the Administrative Agent, for the account of the Lenders, in the city of the Administrative Agent's Applicable Payment Office for the applicable currency, in the Available Foreign Currency with respect to which such Multicurrency Loan is denominated and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the LIBOR Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a LIBOR Loan becomes due and payable on a day other than a Business Day, the maturity of such payment shall be extended to the next succeeding Business Day (and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension) unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

(c) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to (i) the daily average of the greater of (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rates on interbank compensation (in the case of a borrowing of Revolving Credit Loans denominated in Dollars) and (ii) the greater of (A) the daily average of the greater of (1) the Federal Funds Effective Rate and (2) a rate determined by the Administrative Agent in accordance with banking industry rates on interbank compensation or (B) the Administrative Agent's reasonable estimate of its average daily cost of funds (in the case of a borrowing of Multicurrency Loans), in each case for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this subsection shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon equal to (x) the rate per annum applicable to ABR Loans hereunder (in the case of a borrowing of Revolving Credit Loans denominated in Dollars) and (y) the greater of (1) the rate per annum applicable to ABR Loans hereunder or (2) the Administrative Agent's reasonable estimate of its average daily cost of funds plus the Applicable Margin applicable to Multicurrency Loans (in the case of a borrowing of Multicurrency Loans), on demand, from the relevant Borrower (without prejudice to any rights such Borrower may have against any such Lender).

### 3.8 Illegality

Notwithstanding any other provision herein, if any Lender determines that the adoption of or any change in any Requirement of Law or any change in the interpretation or application thereof after the date hereof shall make it unlawful for such Lender to make or maintain LIBOR Loans or Multicurrency Loans as contemplated by this Agreement, then, on notice thereof by such Lender to the Parent Borrower through the Administrative Agent, (a) the commitment of such Lender hereunder to make LIBOR Loans or Multicurrency Loans, continue LIBOR Loans or Multicurrency Loans as such and convert ABR Loans to LIBOR Loans shall forthwith be suspended until such Lender notifies the Administrative Agent and the Parent Borrower that the circumstances giving rise to such determination no longer exists (which notification shall be promptly given to the Parent Borrower after the Administrative Agent receives actual knowledge thereof), (b) such Lender's Loans then outstanding as LIBOR Loans (excluding Multicurrency Loans), if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law and (c) such Lender's Multicurrency Loans shall be prepaid on the last day of the then current Interest Period with respect thereto or within such earlier period as required by law. If any such conversion or prepayment of a LIBOR Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the relevant Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to subsection 3.11.

### 3.9 Requirements of Law

(a) If the adoption of or any change in any Requirement of Law or any change in the interpretation or application thereof or compliance by any Lender or any other Credit Party with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject any Credit Party to any Tax of any kind whatsoever with respect to this Agreement, any Note, any Letter of Credit, any Application, any LIBOR Loan, or any Multicurrency Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (other than (A) Non-Excluded Taxes, (B) U.S. federal withholding Tax imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (I) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by ~~the~~any Borrower under subsection 3.13) or (II) such Lender changes its lending office, except in each case to the extent that, pursuant to subsection 3.10, amounts with respect to such Tax was payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (C) Tax attributable to such Lender's failure to comply with section 3.10(d) or section 3.10(e), or (D) any U.S. federal withholding Tax imposed under FATCA);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan, liquidity or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender (which is not otherwise included in the determination of the Adjusted LIBO Rate) or the Issuing Lenders; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender deems to be material, of making, converting into, continuing or maintaining LIBOR Loans or Multicurrency Loans, or issuing or participating in Letters of Credit or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the relevant Borrower shall promptly pay such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduced amount receivable.

(b) If any Lender shall have determined that after the date hereof the adoption of or any change in any Requirement of Law regarding capital or liquidity requirements or any change in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time, the relevant Borrower shall promptly pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

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

(d) If any Lender becomes entitled to claim any additional amounts pursuant to this subsection, it shall notify the Parent Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled; provided that if such Lender fails to notify the Parent Borrower that such Lender intends to claim any such reimbursement or compensation within 120 days after such Lender has knowledge of its claim therefor, the Parent Borrower shall not be obligated to compensate such Lender for the amount of such Lender's claim accruing prior to the date which is 120 days before the date on which such Lender first notifies the Parent Borrower that it intends to make such claim; it being understood that the calculation of the actual amounts may not be practicable within such period and such Lender may provide such calculation as soon as reasonably practicable thereafter without affecting or limiting the Borrower's payment obligations hereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender to the Parent Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other amounts payable hereunder and thereunder.

### 3.10 Taxes

(a) All payments made by or on account of any obligation of ~~the~~any Borrower under any Loan Document (including, for the avoidance of doubt, any such payment made by the Administrative Agent on behalf of ~~the~~such Borrower) shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, except under any Requirement of Law; provided that, if under any Requirement of Law any Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder or under any other Loan Document as determined in good faith by the applicable Withholding Agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) if such Tax is a Non-

Excluded Tax, the amounts so payable by ~~the~~such Borrower to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in such Loan Document as if such withholding or deduction had not been made, provided further, however, that ~~the~~such Borrower shall not be required to increase any such amounts payable to any Lender, or indemnify any Lender pursuant to this subsection 3.10(a) for any amounts of Tax, that (i) are attributable to such Lender's failure to comply with the requirements of subsection 3.10(d) or subsection 3.10(e) or (ii) are United States withholding taxes resulting from any Requirement of Law in effect (including FATCA) on the date such Lender becomes a ~~P~~party to this Agreement or changes lending offices, except to the extent such Lender's assignor (if any) was entitled at the time of assignment, or such Lender was entitled at the time of the change in lending office, to receive additional amounts from ~~the~~such Borrower pursuant to this subsection 3.10(a). Whenever any Taxes are payable by ~~the~~any Borrower with respect to any payment under any Loan Document or pursuant to this subsection 3.10(a), as promptly as possible thereafter ~~the~~such Borrower shall send to the Administrative Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt received by ~~the~~such Borrower showing payment thereof.

(b) In addition, ~~the~~each Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) If (i) ~~the~~any Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, ~~the~~such Borrower shall indemnify the Administrative Agent and the Lenders for such amounts, any incremental Taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure, in the case of (i) or (ii), or any such direct imposition, in the case of (iii); provided, however, that no indemnity in respect of clause (iii) will be required if ~~the~~such Borrower was not required to increase any amounts in respect of such Non-Excluded Tax under the second proviso to subsection 3.10(a).

(d) (i) Any Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to payments hereunder or under any other Loan Document shall deliver to the relevantParent Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Parent Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Parent Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Parent Borrower or the Administrative Agent as will enable the Parent Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentations (other than such documentation set forth in subsection 3.10(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a “United States person” as defined by section 7701(a)(30) of the Code shall deliver to the Parent Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Parent Borrower or the Administrative Agent), duly completed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

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

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

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the Form of Exhibit J-1 to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of the Parent Borrower within the meaning of section 881(c)(3)(B) of the Code and (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E; or

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

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

basis for claiming exemption from or a reduction in U.S. federal withholding Tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Parent Borrower to determine the withholding or deduction required to be made;

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

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

(e) A Lender that is entitled to an exemption from or reduction of non-U.S. withholding Tax under the law of the jurisdiction in which ~~the any~~ relevant Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Parent Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Parent Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's reasonable judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(f) Each Lender shall indemnify the Administrative Agent within 10 days after demand therefor, for (i) the full amount of any Taxes attributable to such Lender and (ii) any Taxes attributable to such Lender's failure to comply with the provisions of subsection 11.6(c) relating to the maintenance of a Participant Register, in either case, that are payable or paid by the Administrative Agent, and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(g) If any Lender or the Administrative Agent determines, in its sole discretion that it has received a refund or credit in respect of any amounts paid by ~~the any~~ Borrower pursuant to this subsection 3.10, it shall pay an amount equal to such refund or credit to ~~the such~~ such Borrower (but only to the extent of amounts paid by ~~the such~~ such Borrower pursuant to this subsection 3.10) net of all out-of-pocket expenses of such Lender or the Administrative Agent and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that ~~the such~~ such

Borrower, upon the request of such Lender or the Administrative Agent, agrees to repay the amount paid over to ~~the~~such Borrower pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender or the Administrative Agent in the event such Lender or the Administrative Agent is required to repay such refund or credit. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to ~~the~~such Borrower or any other Person.

(h) The agreements in this subsection 3.10 shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other amounts payable hereunder and thereunder.

(i) For purposes of this subsection 3.10, the term "Lender" includes the Issuing Lenders and the Swingline Lenders and the term "applicable law" includes FATCA.

### 3.11 Break Funding Payments

~~The~~Each Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss or expense which such Lender may sustain or incur, including, to the extent any of the Loans are denominated in any Available Foreign Currency, the losses and expenses of such Lender attributable to the premature unwinding of any Hedging Agreement entered into by such Lender in respect of the foreign currency exposure attributable to such Loan, as a consequence of (a) default by ~~the~~such Borrower in making a conversion into or continuation of LIBOR Loans, after ~~the~~such Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by ~~the~~such Borrower in making any prepayment after ~~the~~such Borrower has given a notice thereof in accordance with the provisions of this Agreement or any other Loan Document, or (c) the making of a prepayment of LIBOR Loans, or the conversion of LIBOR Loans to ABR Loans, by such Borrower on a day which is not the last day of an Interest Period with respect thereto or (d) any assignment as a result of a request by ~~the~~such Borrower pursuant to subsection 3.12 of any LIBOR Loan. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid or converted, or not so borrowed, prepaid, converted or continued, for the period from the date of such prepayment or conversion or of such failure to borrow, prepay, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) at the applicable rate of interest for such Loans provided for herein over (ii) the amount of interest (as reasonably determined by such Lender) which would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. This covenant shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other amounts payable hereunder and thereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender to the relevant Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error.

### 3.12 Change of Lending Office

If any Lender requests compensation under subsection 3.9, or requires ~~the~~any Borrower to pay any amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to subsection 3.10(a), then such Lender shall (at the request of ~~the~~such Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to subsection 3.9 or 3.10(a), as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. ~~The~~Each Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

### 3.13 Replacement of Lenders.

~~The~~Any Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to subsection 3.9 or 3.10(a), (b) becomes a Defaulting Lender or a Protesting Lender, or (c) does not consent to any proposed amendment, supplement, modification, consent or waiver of any provision of this Agreement or any other Loan Document that requires the consent of each of the Lenders or each of the Lenders affected thereby (so long as the consent of the Majority Lenders has been obtained) with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (iv) the relevant Borrowers shall be liable to such replaced Lender under subsection 3.11 if any LIBOR Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (v) the replacement financial institution shall be reasonably satisfactory to the Administrative Agent, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of subsection 11.6 (provided that the replacement financial institution or the relevant Borrowers shall be obligated to pay the registration and processing fee referred to therein), (vii) until such time as such replacement shall be consummated, the relevant Borrowers shall pay all additional amounts (if any) required pursuant to subsection 3.9 or 3.10(a), as the case may be, and (viii) any such replacement shall not be deemed to be a waiver of any rights that ~~the~~any Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Acceptance executed by the relevant Borrowers, the Administrative Agent and the assignee, and that the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective. A Lender shall not be required to make any such assignment if, prior thereto, as a result of a waiver by such Lender or otherwise (including as a result of any action taken by such Lender under subsection 3.12), the circumstances entitling the relevant Borrowers to require such assignment cease to apply.

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

(a) fees shall cease to accrue on the unfunded portion of the Revolving Credit Commitment of such Defaulting Lender pursuant to subsection 2.5(a);

(b) the Revolving Credit Commitment Percentage of such Defaulting Lender shall not be included in determining whether the Majority Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to subsection 11.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby;

(c) if any Swingline Exposure or L/C Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and L/C Exposure of such Defaulting Lender (other than the portion of such Swingline Exposure referred to in clause (b) of the definition of such term) shall be reallocated among the non-Defaulting Lenders in accordance with their respective Revolving Credit Commitment Percentages (excluding from determination thereof the Revolving Credit Commitment of such Defaulting Lender) but only to the extent the sum of all non-Defaulting Lenders' Aggregate Revolving ~~Extensions of Credit plus such Defaulting Lender's L/C Exposure~~ Credit Outstandings does not exceed the total of all non-Defaulting Lenders' Revolving Credit Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the relevant Borrower shall within two Business Days following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize for the benefit of the Issuing Lenders, only ~~the~~ such Borrower's obligations corresponding to such Defaulting Lender's L/C Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in subsection 4.8 for so long as such L/C Exposure is outstanding;

(iii) if the relevant Borrower cash collateralizes any portion of such Defaulting Lender's L/C Exposure pursuant to clause (ii) above, ~~the~~ such Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to subsection 4.3(a) with respect to such Defaulting Lender's L/C Exposure during the period such Defaulting Lender's L/C Exposure is cash collateralized;

(iv) if the L/C Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to subsection 2.5(a) and subsection 4.3(a) shall be adjusted in accordance with such non-Defaulting Lenders' Revolving Credit Commitment Percentages (excluding from determination thereof the Revolving Credit Commitment of such Defaulting Lender); and

(v) if all or any portion of such Defaulting Lender's L/C Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Lenders or any other Lender hereunder, all letter of credit fees (including fronting fees) payable under subsection 4.3(a) with respect to such Defaulting Lender's L/C Exposure shall be payable to the applicable Issuing Lender until and to the extent that such L/C Exposure is reallocated and/or cash collateralized; and

(d) so long as such Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Exposure will be 100% covered by the Revolving Credit Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the relevant Borrower in accordance with subsection 3.14(c), and Swingline Exposure related to any newly made Swingline Loan or L/C Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with subsection 3.14(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) any Swingline Lender or any Issuing Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless the Swingline Lenders or the Issuing Lenders, as the case may be, shall have entered into arrangements with the relevant Borrowers or such Lender, satisfactory to each Swingline Lender or each Issuing Lender, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Parent Borrower, each Swingline Lender and each Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and L/C Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Credit Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Revolving Credit Commitment Percentage.

### 3.15 Evidence of Debt

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of ~~the~~each Borrower to such Lender resulting from each Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent shall maintain the Register pursuant to subsection 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) in the case of Revolving Credit Loans and Swingline Loans, the amount of each Revolving Credit Loan or Swingline Loan, made hereunder, the Type thereof and each Interest Period applicable thereto, (ii) in the case of Multicurrency Loans, the amount and currency of each Multicurrency Loans and each Interest Period applicable thereto, (iii) the amount of any principal or interest due and payable or to become due and payable from ~~the~~each Borrower to each Lender hereunder and (iv) both the amount of any sum received by the Administrative Agent hereunder from ~~the~~each Borrower and each Lender's share thereof.

(c) The entries made in the Register and the accounts of each Lender maintained pursuant to subsection 3.15 shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of ~~the~~such Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of ~~the~~any Borrower to repay (with applicable interest) the Loans made to such Borrower by such Lender in accordance with the terms of this Agreement.

(d) ~~The~~Each Borrower agrees that, upon the request to the Administrative Agent by any Lender, ~~the~~such Borrower will execute and deliver to such Lender a promissory note of ~~the~~such Borrower evidencing the Revolving Credit Loans of such Lender, substantially in the form of Exhibit E with appropriate insertions as to date and principal amount (a "Revolving Credit Note").

(e) The Parent Borrower agrees that, upon the request of a Swingline Lender, the Parent Borrower will execute and deliver to such Lender a promissory note of the Parent Borrower evidencing the Swingline Loans of such Lender, substantially in the form of Exhibit F with appropriate insertions (a "Swingline Note").

## SECTION 4. LETTERS OF CREDIT

### 4.1 L/C Commitment

(a) Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the other Lenders set forth in subsection 4.4(a), agrees to issue standby letters of credit ("Letters of Credit") for the account of ~~the~~any Borrower on any Business Day during the Commitment Period in such form as may be approved from time to time by the applicable Issuing Lender; provided that an Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment, (ii) such Issuing Lender's Aggregate Revolving Extensions of Credit Outstandings shall exceed its Revolving Credit Commitment or (iii) the Aggregate Revolving Credit Outstandings of all Lenders would exceed the Aggregate Revolving Credit Commitments. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the date that is one Business Day prior to the Termination Date, unless all the Lenders have approved the expiry date of such Letter of Credit or such Letter of Credit shall have been cash collateralized in a manner acceptable to the applicable Issuing Lender. The Existing Letters of Credit will be deemed Letters of Credit issued on the Closing Date for all purposes hereunder.

(b) No Issuing Lender shall at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause such Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

### 4.2 Procedure for Issuance of Letter of Credit

~~The~~Any Borrower may from time to time request that an Issuing Lender issue a Letter of Credit by delivering to such Issuing Lender at its address for notices specified herein an Application therefor, completed to the satisfaction of such Issuing Lender, and such other certificates, documents and other papers and information as such Issuing Lender may reasonably request. Upon receipt of any Application, the applicable Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures, provided that if the relevant Borrower furnishes to the Issuing Lender all of the foregoing documentation by no later than 12:00 P.M. on the day which is at least two Business Days prior to the proposed date of issuance, such issuance shall occur by no later than 5:00 P.M. on the proposed date of issuance. The applicable Issuing Lender shall furnish a copy of such Letter of Credit to ~~the~~such Borrower promptly following the issuance thereof and shall deliver the original thereof in accordance with the relevant Application. The applicable Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

### 4.3 Fees and Other Charges

(a) The Borrowers will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin in effect from time to time with respect to LIBOR Loans, shared ratably among the Revolving Lenders and payable quarterly in arrears on each L/C Fee Payment Date after the issuance date (it being understood that with respect to the Existing Letters of Credit, the issuance date shall be deemed to be the Closing Date). In addition, the Borrowers shall pay to each Issuing Lender

for its own account a fronting fee of 0.125% per annum on the undrawn and unexpired amount of each Letter of Credit issued by it, payable quarterly in arrears on each L/C Fee Payment Date after the issuance date (it being understood that with respect to the Existing Letters of Credit, the issuance date shall be deemed to be the Closing Date).

(b) In addition to the foregoing fees, the Borrowers shall pay or reimburse each Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

#### 4.4 L/C Participations

(a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce each Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lenders, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Credit Commitment Percentage in each Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with each Issuing Lender that, if a draft is paid under any Letter of Credit for which the applicable Issuing Lender is not reimbursed in full by the relevant Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to such Issuing Lender upon demand at such Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Credit Commitment Percentage of the amount of such draft, or any part thereof, that is not so reimbursed; provided, however, that subject to subsection 4.4(b) hereof, notwithstanding anything in this Agreement to the contrary, in respect of each drawing under any Letter of Credit, the maximum amount that shall be payable by any L/C Participant, whether as a Revolving Credit Loan pursuant to subsection 4.5 and/or as a participation pursuant to this subsection 4.4(a), shall not exceed such L/C Participant's Revolving Credit Commitment Percentage of the amount of such draft, or any part thereof, that is not so reimbursed by the relevant Borrower. Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the applicable Issuing Lender, the any Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 6, (iii) any adverse change in the condition (financial or otherwise) of the any Borrower, (iv) any breach of this Agreement or any other Loan Document by the any Borrower or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to an Issuing Lender pursuant to subsection 4.4(a) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit is not paid to such Issuing Lender on the date such payment is due, but is paid to such Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to such Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average of the greater of (A) the Federal Funds Effective Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rates on interbank compensation during the period from and including the date such payment is required to the date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to subsection 4.4(a) is not made available to the applicable Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, such Issuing Lender shall be entitled to recover from such L/C Participant, on

demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans. A certificate of an Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this subsection shall be conclusive in the absence of manifest error. Notwithstanding anything contained herein to the contrary, until a L/C Participant funds any amount required to be paid by such L/C Participant to an Issuing Lender pursuant to subsection 4.4(a), interest allocable to or in respect of such amount shall be solely for the account of such Issuing Lender.

(c) Whenever, at any time after an Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with subsection 4.4(a), such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the relevant Borrower or otherwise, including proceeds of collateral applied thereto by the applicable Issuing Lender), or any payment of interest on account thereof, such Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by such Issuing Lender shall be required to be returned by the applicable Issuing Lender, such L/C Participant shall return to such Issuing Lender the portion thereof previously distributed by the applicable Issuing Lender to it.

#### 4.5 Reimbursement Obligation of the Borrowers

The relevant Borrower agrees to reimburse any Issuing Lender on the Business Day next succeeding the Business Day on which such Issuing Lender notifies the such Borrower of the date and amount of a draft presented under any Letter of Credit and paid by such Issuing Lender for the amount of (a) such draft so paid and (b) any Taxes, fees, charges or other costs or expenses incurred by such Issuing Lender in connection with such payment. Each such payment shall be made to the applicable Issuing Lender in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate per annum applicable to ABR Loans set forth in (i) until the Business Day next succeeding the date of the relevant notice, subsection 3.4(b) and (ii) thereafter, subsection 3.4(~~de~~). Each drawing under any Letter of Credit shall (unless an event of the type described in subsection 9(c) or (h) shall have occurred and be continuing with respect to the relevant Borrower, in which case the procedures specified in subsection 4.4 for funding by L/C Participants shall apply) constitute a request by ~~the~~such Borrower to the Administrative Agent for a borrowing pursuant to subsection 2.2 of ABR Loans in the amount of such drawing (and the minimum borrowing amount in such subsection shall not apply to such borrowing). The Borrowing Date with respect to such borrowing shall be the first date on which a borrowing of Revolving Credit Loans could be made, pursuant to subsection 2.2, if the Administrative Agent had received a notice of such borrowing at the time the Administrative Agent receives notice from the relevant Issuing Lender of such drawing under such Letter of Credit.

#### 4.6 Obligations Absolute

~~The~~Each Borrower's obligations under this Section 4 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that ~~the~~any Borrower may have or have had against any Issuing Lender, any L/C Participant, any beneficiary of a Letter of Credit or any other Person. ~~The~~Each Borrower also agrees with the Issuing Lenders and the L/C Participants that the Issuing Lenders and the L/C Participants shall not be responsible for, and ~~the~~such Borrower's Reimbursement Obligations under subsection 4.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among ~~the~~such Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of ~~the~~such Borrower against any beneficiary of such

Letter of Credit or any such transferee. The Issuing Lenders and the L/C Participants shall not be liable for, and ~~the~~each Borrower's Reimbursement Obligations under subsection 4.5 shall not be affected by, any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the applicable Issuing Lender. ~~The~~Each Borrower agrees that any action taken or omitted by an Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards of care specified in the Uniform Commercial Code of the State of New York, shall be binding on ~~the~~such Borrower and shall not result in any liability of any Issuing Lender or any L/C Participant to ~~the~~such Borrower.

#### 4.7 Letter of Credit Payments

If any draft shall be presented for payment under any Letter of Credit, the applicable Issuing Lender shall promptly notify the relevant Borrower of the date and amount thereof. The responsibility of any Issuing Lender to ~~the~~any Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

#### 4.8 Cash Collateralization

If an Event of Default shall occur and be continuing and the relevant Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this paragraph, the relevant Borrower shall immediately deposit into an account established and maintained on the books and records of the Administrative Agent, which account may be a "securities account" (within the meaning of Section 8-501 of the Uniform Commercial Code as in effect in the State of New York), in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the L/C Obligations as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to ~~the~~any Borrower described in paragraph (e) or (i) of Section 9. Such deposit shall be held by the Administrative Agent as collateral for the L/C Obligations under this Agreement, and for this purpose ~~the~~each Borrower hereby grants a security interest to the Administrative Agent for the benefit of the Lenders in such collateral account and in any financial assets (as defined in the Uniform Commercial Code as in effect in the State of New York) or other property held therein. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the relevant Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse an Issuing Lender for L/C Obligations for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of ~~the~~such Borrower in respect of the other L/C Obligations at such time or, if the maturity of the Loans has been accelerated but subject to the consent of the applicable Issuing Lender, be applied to satisfy other Obligations; provided, however, that the relevant Borrower shall be entitled to all deposits in such account at such time as no Event of Default shall then exist.

#### 4.9 Letter of Credit Rules

Unless otherwise expressly agreed by the applicable Issuing Lender and the applicable Borrower, when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to such Letter of Credit.

### SECTION 5. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, the Parent Borrower hereby represents and warrants, and each Subsidiary Borrower by its execution and delivery of a Subsidiary Borrower Request represents and warrants (to the extent specifically applicable to such Subsidiary Borrower), to the Administrative Agent and each Lender that:

#### 5.1 Financial Condition

(a) The consolidated and consolidating balance sheets of the Parent Borrower and its consolidated Subsidiaries as at December 31, 2016 and December 31, 2015, respectively, and the related consolidated and consolidating statements of operations and of cash flows for the fiscal years ended on such dates, reported on by BDO USA, LLP, copies of which have heretofore been furnished to each Lender, present fairly, in all material respects, the consolidated and consolidating financial condition of the Parent Borrower and its consolidated Subsidiaries as at such dates, and the consolidated and consolidating results of their operations and of their cash flows for the fiscal years then ended. All such financial statements, including the related schedules and notes thereto, were, as of the date prepared, prepared in accordance with GAAP applied consistently throughout the periods involved (except as otherwise expressly noted therein), and show all material Indebtedness and other liabilities, direct or contingent, of the Parent Borrower and each of its Subsidiaries as of the dates thereof, including liabilities for Taxes, material commitments and Indebtedness. Neither the Parent Borrower nor any of its consolidated Subsidiaries had, at the date of the most recent balance sheets referred to above, any material Guarantee Obligation, material contingent liability or material liability for Taxes, or any material long-term lease or material forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto.

(b) As of the date hereof, there are no material liabilities or obligations of the Parent Borrower or any of its Subsidiaries, whether direct or indirect, absolute or contingent, or matured or unmatured, other than (i) as disclosed or provided for in the financial statements and notes thereto which are referred to above, or (ii) which are disclosed elsewhere in this Agreement or in the Schedules hereto, or (iii) arising in the ordinary course of business since December 31, 2016 or (iv) created by this Agreement. As of the date hereof, the written information, exhibits and reports furnished by the Parent Borrower to the Lenders in connection with the negotiation of this Agreement, taken as a whole, are complete and correct in all material respects.

#### 5.2 No Material Adverse Change

Since December 31, 2016, there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

### 5.3 Organization; Powers

Each of the Parent Borrower and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite corporate or other applicable power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other applicable entity and in good standing (or equivalent status) under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law (provided that no representation or warranty is made in this subsection 5.3(d) with respect to Requirements of Law referred to in subsections 5.8, 5.10, 5.13 or 5.15), except to the extent that the failure of the foregoing clauses (a) (only with respect to Subsidiaries of the Parent Borrower which are not Guarantors), (c) and (d) to be true and correct could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

### 5.4 Authorization; Enforceability

Each of the Parent Borrower and its Subsidiaries has the requisite corporate or other applicable power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party, if any, and, in the case of each of the Borrowers, to borrow hereunder and has taken all necessary corporate action to authorize (in the case of ~~the~~each Borrower) the borrowings on the terms and conditions of this Agreement, any Notes and any Applications and to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required with respect to ~~the~~any Borrower or any of its Subsidiaries in connection with the borrowings hereunder or with the execution, delivery, performance, validity or enforceability of the Loan Documents to which ~~the~~such Borrower or any Guarantor (if any) is a party. This Agreement and each other Loan Document to which ~~the~~any Borrower or any Guarantor (if any) is, or is to become, a party has been or will be, duly executed and delivered on behalf of ~~the~~such Borrower or such Guarantor (if any). This Agreement (or, in the case of each Subsidiary Borrower, the relevant Subsidiary Borrower Request) and each other Loan Document to which ~~the~~each Borrower or any Guarantor (if any) is, or is to become, a party constitutes or will constitute, a legal, valid and binding obligation of ~~the~~such Borrower or such Guarantor (if any), as the case may be, enforceable against ~~the~~such Borrower or such Guarantor (if any), as the case may be, in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

### 5.5 Governmental Approvals; No Conflicts

The execution, delivery and performance of the Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or Contractual Obligation of the Parent Borrower or of any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation which could reasonably be expected to have a Material Adverse Effect.

#### 5.6 No Material Litigation

No litigations, investigations or proceedings of or before any arbitrator or Governmental Authority are pending or, to the knowledge of ~~the~~any Borrower, threatened by or against ~~the~~such Borrower or any of its Subsidiaries or against any of its or their respective properties (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) as to which (i) there is a reasonable likelihood of an adverse determination and (ii) that, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect.

#### 5.7 Compliance with Laws and Agreements

Each of the Parent 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 Contractual Obligations 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. No Default has occurred and is continuing.

#### 5.8 Taxes

Each of the Parent Borrower and its Subsidiaries has timely filed or caused to be filed all Federal, state and other material Tax returns and reports required to have been filed and has paid or caused to be paid all such Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Parent Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so could not individually or in the aggregate reasonably be expected to result in a Material Adverse Effect.

#### 5.9 Purpose of Loans

The purpose of the Loans is to finance the working capital and general corporate needs of the relevant Borrower and each of its Subsidiaries and Affiliates, including, but not limited to, acquisitions and the refinancing of any indebtedness of the Parent Borrower outstanding on the Closing Date.

#### 5.10 Environmental Matters

(a) 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 Parent Borrower nor any of its Subsidiaries (i) has failed to comply with any 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 has actual knowledge of a potential claim that is reasonably likely to result in Environmental Liability to the Parent Borrower or any of its Subsidiaries or (iii) has received written notice of any claim with respect to any Environmental Liability.

(b) Since the date of this Agreement, with respect to any Environmental Liability, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

#### 5.11 Disclosure

(a) Any of the information provided to the Administrative Agent or the Lenders in writing (other than financial projections) in connection with or pursuant to this Agreement, taken as a whole, as of the date such information was furnished to the Administrative Agent or Lenders and as of the Closing Date, did not contain any untrue statement of any material fact or omit to state a fact necessary in order to make such statements or information not misleading in any material respect, in each case in light of the circumstances under which such statements were made or information provided. Any financial projections contained in the Confidential Information Memorandum that have been furnished to the Administrative Agent and the Lenders in writing in connection with this Agreement, have been prepared in good faith based upon assumptions which were in the Parent Borrower's judgment reasonable when such projections were made, it being acknowledged that such projections are subject to the uncertainty inherent in all projections of future results and that there can be no assurance that the results set forth in such projections will in fact be realized.

(b) As of the First Amendment Effective Date, to the best knowledge of the Borrowers, the information included in any Beneficial Ownership Certificate provided on or prior to the First Amendment Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

#### 5.12 Ownership of Property: Liens

Each of the Parent Borrower and its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

#### 5.13 ERISA

No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$20,000,000 the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than \$20,000,000 the fair market value of the assets of all such underfunded Plans.

#### 5.14 [Reserved]

#### 5.15 Investment and Holding Company Status

Neither the Parent Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

#### 5.16 Guarantors

As of the Closing Date and after giving effect to the transactions contemplated hereby, no Subsidiary has issued or is subject to any Guarantee Obligation in respect of any debt securities or bank debt of ~~the~~any Borrower.

#### 5.17 Anti-Corruption Laws and Sanctions

The Parent Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Parent Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Parent Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of the Parent Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Parent Borrower, any Subsidiary of the Parent Borrower or any of their respective directors, officers or employees, or (b) to the knowledge of ~~the~~any Borrower, any agent of ~~the~~such Borrower or any Subsidiary of ~~the~~such Borrower that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by the Credit Agreement will violate Anti-Corruption Laws or applicable Sanctions.

5.18 EEA Financial Institutions. Neither ~~the~~any Borrower nor any Guarantor (if any) is an EEA Financial Institution.

5.19 Representations as to Foreign Obligors. The Parent Borrower and each Foreign Obligor represents and warrants to the Administrative Agent and the Lenders that:

(a) Such Foreign Obligor is subject to civil and commercial Laws with respect to its obligations under this Agreement and the other Loan Documents to which it is a party (collectively as to such Foreign Obligor, the "Applicable Foreign Obligor Documents"), and the execution, delivery and performance by such Foreign Obligor of the Applicable Foreign Obligor Documents constitute and will constitute private and commercial acts and not public or governmental acts. Neither such Foreign Obligor nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the jurisdiction in which such Foreign Obligor is organized and existing in respect of its obligations under the Applicable Foreign Obligor Documents.

(b) The Applicable Foreign Obligor Documents are in proper legal form under the laws of the jurisdiction in which such Foreign Obligor is organized and existing for the enforcement thereof against such Foreign Obligor under the laws of such jurisdiction, and to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Foreign Obligor Documents. It is not necessary to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Foreign Obligor Documents that the Applicable Foreign Obligor Documents be filed, registered or recorded with, or executed or notarized before, any court or other authority in the jurisdiction in which such Foreign Obligor is organized and existing or that any registration charge or stamp or similar tax be paid on or in respect of the Applicable Foreign Obligor Documents or any other document, except for (i) any such filing, registration, recording, execution or notarization as has been made or is not required to be made until the Applicable Foreign Obligor Document or any other document is sought to be enforced and (ii) any charge or tax as has been timely paid.

(c) There is no tax, levy, impost, duty, fee, assessment or other governmental charge, or any deduction or withholding, imposed by any Governmental Authority in or of the jurisdiction in which such Foreign Obligor is organized and existing either (i) on or by virtue of the execution or delivery of the Applicable Foreign Obligor Documents or (ii) on any payment to be made by such Foreign Obligor pursuant to the Applicable Foreign Obligor Documents, except as has been disclosed to the Administrative Agent.

(d) The execution, delivery and performance of the Applicable Foreign Obligor Documents executed by such Foreign Obligor are, under applicable foreign exchange control regulations of the jurisdiction in which such Foreign Obligor is organized and existing, not subject to any notification or authorization except (i) such as have been made or obtained or (ii) such as cannot be made or obtained until a later date (provided that any notification or authorization described in clause (ii) shall be made or obtained as soon as is reasonably practicable).

5.20 Margin Regulations. No Borrower is engaged, nor will engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Borrowing or Letter of Credit extension hereunder will be used to buy or carry any Margin Stock. Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (either of any Borrower only or of the Parent Borrower and its Subsidiaries on a consolidated basis) will be Margin Stock.

## SECTION 6. CONDITIONS PRECEDENT

### 6.1 Conditions to Initial Loans and Letters of Credit

The agreement of each Lender to make the initial Loan requested to be made by it, or each Issuing Lender to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction on the Closing Date of the following conditions precedent:

(a) Unless waived by all the Lenders, the Administrative Agent's receipt of the following, each properly executed by a Responsible Officer of the Parent Borrower or a Guarantor, as the case may be (to the extent there are any Guarantors as of the Closing Date), each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender, the Parent Borrower and each Guarantor (to the extent there are any Guarantors as of the Closing Date);

(ii) Revolving Credit Notes executed by the Parent Borrower in favor of each Lender requesting such a Note, each in a principal amount equal to such Lender's Commitment;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Parent Borrower and/or any of the Guarantors (to the extent there are any Guarantors as of the Closing Date) as the Administrative Agent may require to evidence the identities, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents;

(iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that each of the Parent Borrower and each Guarantor (to the extent there are any Guarantors as of the Closing Date) is duly organized or formed, validly existing and in good standing, including certified copies of the organization documents and certificates of good standing with respect to the Parent Borrower and the Guarantors (to the extent there are any Guarantors as of the Closing Date);

(v) a certificate signed by a Responsible Officer of the Parent Borrower certifying that the conditions specified in subsections 6.2(a) and (b) have been satisfied as of the Closing Date (including, solely for purposes of this subsection 6.1, the representations made in subsections 5.2 and 5.6);

(vi) an opinion of counsel to the Parent Borrower and the Guarantors (to the extent there are any Guarantors as of the Closing Date) in form and substance reasonably satisfactory to the Administrative Agent;

(vii) evidence that the Existing Facility has been or concurrently with the Closing Date is being terminated, all Indebtedness and obligations of the Parent Borrower incurred thereunder have been, or with the initial Revolving Credit Loans hereunder on the Closing Date will be, repaid and the Parent Borrower and its Subsidiaries released from all liability thereunder (except such as by their express terms survive such repayment and termination), and all Liens, if any, securing obligations under the Existing Facility have been or concurrently with the Closing Date are being released;

(viii) a compliance certificate substantially in the form attached hereto as Exhibit G, signed by a Responsible Officer of the Parent Borrower dated as of the Closing Date demonstrating compliance with the financial covenant contained in subsection 8.1 as of the end of the fiscal quarter most recently ended prior to the Closing Date;

(ix) audited financial statements of the Parent Borrower for fiscal years 2015 and 2016 (which the Administrative Agent acknowledges it has received); and

(x) such other assurances, certificates, documents, consents or opinions as the Administrative Agent or the Majority Lenders may reasonably require.

(b) Any fees required to be paid on or before the Closing Date shall have been paid.

(c) The Parent Borrower shall have paid all Attorney Costs of the Administrative Agent to the extent invoiced prior to or on the Closing Date.

(d) In the good faith judgment of the Administrative Agent and the Lenders:

(i) there shall not have occurred or become known to the Administrative Agent or any of the Lenders any event, condition, situation or status since the date of the information contained in any financial and business projections, budgets, pro forma data and forecasts concerning the Parent Borrower and its Subsidiaries delivered to the Administrative Agent and the Lenders prior to the Closing Date that has had or could reasonably be expected to result in a Material Adverse Effect;

(ii) no litigation, action, suit, investigation or other arbitral, administrative or judicial proceeding shall be pending or threatened against the Parent Borrower or any of its Subsidiaries or against any of its or their respective properties as to which there is a reasonable likelihood of an adverse determination and that, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect; and

(iii) the Parent Borrower shall have received all approvals, consents and waivers, and shall have made or given all necessary filings and notices, as shall be required to consummate the transactions contemplated hereby without the occurrence of any material default under, conflict with or violation of (A) any applicable law, rule, regulation, order or decree of any Governmental Authority or arbitral authority or (B) any agreement, document or instrument to which the Parent Borrower or any Subsidiary is a party or by which any of them or their properties is bound.

#### 6.2 Conditions to Each Loan and Letter of Credit

The agreement of each Lender to make any Loan requested to be made by it on any date, or each Issuing Lender to issue, amend, renew or extend any Letter of Credit (including, without limitation, its initial Loan) is subject to the satisfaction of the following conditions precedent:

(a) Each of the representations and warranties made by the Parent Borrower and, in the case of a borrowing by a Subsidiary Borrower, by such Subsidiary Borrower, in or pursuant to the Loan Documents (excluding the representations made in subsections 5.2 and 5.6) shall be true and correct in all material respects on and as of such date as if made on and as of such date (or, if such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

(b) If the relevant Borrower is a Subsidiary Borrower, then the conditions of Section 2.9 to the designation of such Borrower as a Subsidiary Borrower shall have been met to the reasonable satisfaction of the Administrative Agent.

(bc) No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Loans requested to be made or the Letter(s) of Credit requested to be issued, amended, renewed or extended.

Each Borrowing (and request for the same) by the relevant Borrower hereunder shall constitute a representation and warranty by the relevant Borrower as of the date hereof that the conditions contained in this subsection have been satisfied.

### SECTION 7. AFFIRMATIVE COVENANTS

The Parent Borrower hereby agrees that, so long as the Commitments (or any of them) remain in effect, any Letter of Credit is outstanding or any amount is owing to any Lender or the Administrative Agent hereunder or under any other Loan Document, the Parent Borrower shall, and (except in the case of delivery of financial information, reports and notices) shall cause each of its Subsidiaries to:

#### 7.1 Financial Statements.

Furnish to each Lender (the delivery of which shall be deemed made on the date on which the Parent Borrower provides written notice to the Administrative Agent that such information has been posted on the Parent Borrower's website on the Internet at <http://www.henryschein.com> or is available on the website of the U.S. Securities and Exchange Commission at <http://www.sec.gov> (to the extent such information has been posted or is available as described in such notice));

(a) as soon as available, but in any event within 90 days (or, to the extent the Parent Borrower is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K) after the end of each fiscal year of the Parent Borrower, a copy of the

audited consolidated and consolidating balance sheets of the Parent Borrower and its consolidated Subsidiaries as at the end of such year and the related consolidated and consolidating statements of operations and stockholders' equity and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a qualification arising out of the scope of the audit, by BDO USA, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Majority Lenders, including an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to the Administrative Agent; and

(b) as soon as available, but in any event not later than 45 days (or, to the extent the Parent Borrower is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q) after the end of each of the first three quarterly periods of each fiscal year of the Parent Borrower, the unaudited consolidated and consolidating balance sheets of the Parent Borrower and its consolidated Subsidiaries as at the end of each such quarter and the related unaudited consolidated and consolidating statements of operations and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period or periods in the previous year, all certified by a Responsible Officer of the Parent Borrower as being fairly stated in all material respects (subject to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto).

(c) All such financial statements shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (subject, in the case of the aforesaid quarterly financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto).

#### 7.2 Certificates; Other Information

Furnish to the Administrative Agent and, except under paragraph (a) below, each of the Lenders:

(a) simultaneously with the delivery of the financial statements referred to in subsections 7.1(a) and (b), a certificate of the chief financial officer or treasurer of the Parent Borrower, certifying that to the best of his knowledge (i) no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, with computations demonstrating compliance (or non-compliance, as the case may be) with the covenant contained in subsection 8.1, and (ii) such financial statements have been prepared in accordance with GAAP (subject in the case of subsection 7.1(b) to normal, recurring, year-end adjustments and except for the absence of GAAP notes thereto);

(b) promptly; ~~following any request therefor, (x)~~ such additional financial and other information as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request; ~~and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation;~~

(c) promptly after the same are available (which shall be deemed available on the date on which the Parent Borrower provides written notice to the Administrative Agent that such information has been posted on the Parent Borrower's website on the Internet at <http://www.henryschein.com> or is available on the website of the U.S. Securities and Exchange Commission at <http://www.sec.gov> (to the extent such information has been posted or is available as described in such notice)), and in any event within five (5) Business Days after the sending or filing thereof, copies of all proxy statements, financial statements and reports which the Parent Borrower or any of its Subsidiaries sends to its stockholders, and copies of all regular, periodic and special reports and all registration statements which the Parent Borrower or any such Subsidiary files with the Securities and Exchange Commission or any governmental authority which may be substituted therefor, or with any national securities exchange or state securities administration; and

(d) upon the reasonable request of Administrative Agent, copies of documents described in Sections 101(k) or 101(l) of ERISA that the Parent Borrower or any ERISA Affiliate has received from any Multiemployer Plan with respect to such Multiemployer Plan.

#### 7.3 Conduct of Business and Maintenance of Existence

(a) Preserve, renew and keep in full force and effect its corporate existence and good standing under the laws of its jurisdiction of organization (except as could not in the aggregate be reasonably expected to have a Material Adverse Effect or as otherwise permitted hereunder), (b) take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business, and (c) comply with all Contractual Obligations and Requirements of Law, except to the extent that failure to comply therewith could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

#### 7.4 Payment of Obligations

Pay and discharge all of its obligations and liabilities as the same shall become due and payable, including (a) all Taxes upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Parent Borrower or such Subsidiary, except to the extent that the failure to do so could not individually or in the aggregate reasonably be expected to result in a Material Adverse Effect, (b) all lawful claims which, if unpaid, would by law become a Lien upon its property (other than Liens permitted by subsection 8.2); and (c) all Indebtedness (other than Indebtedness permitted under subsection 8.3(b)(viii)), as and when due and payable (after giving effect to any applicable grace periods), (i) but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness and (ii) unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Parent Borrower or such Subsidiary.

#### 7.5 Maintenance of Properties

(a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted, and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

#### 7.6 Maintenance of Insurance

Maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

### 7.7 Books and Records

Maintain (a) proper books of record and account in conformity with GAAP consistently applied in which all entries required by GAAP shall be made of all financial transactions and matters involving the assets and business of the Parent Borrower and its Subsidiaries, and (b) such books of record and account in conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Parent Borrower or any of its Subsidiaries, except where the failure to so comply would not result in a Material Adverse Effect.

### 7.8 Inspection Rights

Subject to subsection 11.14, permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its officers and independent public accountants, at such reasonable times during normal business hours as may be reasonably desired, upon reasonable advance notice to a Responsible Officer of the relevant Borrower or ~~such~~relevant Guarantor (if any), as the case may be; provided, however, that (a) the Administrative Agent and the Lenders shall not exercise such rights more often than one time during any calendar year absent the existence of an Event of Default; (b) the Lenders shall use reasonable efforts to coordinate with the Administrative Agent in order to minimize the number of such inspections and discussions and (c) when an Event of Default has occurred and is continuing, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the relevant Borrower at any time during normal business hours and without advance notice.

### 7.9 Compliance with Laws

Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, including all Environmental Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Parent Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Parent Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

### 7.10 Use of Proceeds

Use the proceeds of Loans to refinance existing Indebtedness under the Existing Facility, for working capital and general corporate purposes of the relevant Borrower, its Subsidiaries and its Affiliates in the ordinary course of business, including, but not limited to, acquisitions, capital expenditures and the repurchase of its capital stock. No part of the proceeds of any loans will be used, whether directly or indirectly, for any purpose that entails violation of any of the Regulations of the Federal Reserve Board, including Regulations T, U and X.

### 7.11 Notices

Promptly give notice to the Administrative Agent and each Lender upon obtaining actual knowledge of:

- (a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Parent Borrower or any Affiliate thereof that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(c) the following events, as soon as possible and in any event within 30 days after ~~the~~any Borrower knows thereof: (i) the occurrence or reasonably expected occurrence of any ERISA Event with respect to any Plan, (ii) a failure to make any required contribution to a Plan within the period required by applicable law, (iii) the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination or Insolvency of, any Multiemployer Plan or (iv) the institution of proceedings or the taking of any other similar action by the PBGC or ~~the~~any Borrower or any ERISA Affiliate or any Multiemployer Plan with respect to the withdrawal from, or the terminating or Insolvency of, any Plan, other than the termination of any Single Employer Plan that is not a distress termination pursuant to Section 4041(c) of ERISA where, with respect to any event listed above, the amount of liability ~~the~~any Borrower or any ERISA Affiliate could reasonably be expected to incur could reasonably be expected to have a Material Adverse Effect; ~~and~~

(d) any other development known to any Borrower that results in, or could reasonably be expected to result in, a Material Adverse Effect; ~~and~~

(e) any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners in such certification.

Each notice delivered pursuant to this subsection shall be accompanied by a statement of a Responsible Officer of the relevant Borrower setting forth details of the occurrence or development referred to therein and stating what action ~~the~~such Borrower proposes to take with respect thereto.

#### 7.12 Guarantors

Within 10 days of any Subsidiary becoming, but only for so long as such Subsidiary shall be, a guarantor under or with respect to any Indebtedness or other obligations under the Note Purchase Agreements or any other debt securities or bank debt in an aggregate principal amount exceeding \$200,000,000 (it being understood that undrawn commitments in respect of bank credit facilities shall not constitute "bank debt" for purposes of this definition) issued by the Parent Borrower, cause such Person to enter into a Guarantee in the form of Exhibit I (or such other agreement in form and substance reasonably acceptable to the Majority Lenders), and thereupon such Person shall become a Guarantor hereunder for all purposes.

### SECTION 8. NEGATIVE COVENANTS

The Parent Borrower hereby agrees that, so long as the Commitments (or any of them) remain in effect, any Letter of Credit remains outstanding, or any amount is owing to any Lender or the Administrative Agent hereunder or under any other Loan Document, the Parent Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly (or, in the case of subsection 8.3, the Parent Borrower will not permit any of its Subsidiaries to, directly or indirectly):

8.1 Financial Covenant. Permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Parent Borrower to exceed 3.25 to 1.0; provided, that, to the extent the Parent Borrower consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding \$150,000,000, the Parent Borrower may elect, upon written notice to the Administrative Agent which shall be provided no later than the last Business Day of the fiscal quarter in

which the relevant acquisition is consummated and no more than three times ~~during the term of the Revolving Credit Facility~~ prior to the Termination Date, to increase the maximum Consolidated Leverage Ratio required by this subsection 8.1 to 3.75 to 1.0 for the four consecutive fiscal quarters of the Parent Borrower following such acquisition (commencing with and including the fiscal quarter in which such acquisition was consummated).

## 8.2 Limitation on Liens

Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Parent Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Parent Borrower and its Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Parent Borrower and its Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of capital leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the fair market value of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to subsection 8.3(a);

(h) Liens created or arising pursuant to any Loan Documents;

(i) Liens granted by any Subsidiary in favor of the Parent Borrower;

(j) judgment and other similar Liens arising in connection with court proceedings in an aggregate amount not in excess of \$10,000,000 (except to the extent covered by independent third-party insurance) provided that the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings;

(k) any Lien on any property of the Parent Borrower or any Subsidiary existing on the Closing Date and set forth on Schedule 8.2 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Parent Borrower or any Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(l) any Lien existing on any property or asset prior to the acquisition thereof by the Parent Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof 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 or assets of the Parent Borrower or any Subsidiary 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;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments;

(n) Liens (not otherwise permitted hereunder) which secure obligations or Indebtedness of the Parent Borrower or any of its Subsidiaries not exceeding the greater of (x) \$400,000,000 or (y) 10% of Consolidated Total Assets at the time such Indebtedness is incurred;

(o) Liens granted by any Subsidiary of the Parent Borrower that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Subsidiary; or

(p) Liens securing Indebtedness permitted by clause 8.3(b)(x); provided that such Liens shall extend solely to the property, assets and revenues of Spinco and its Subsidiaries.

### 8.3 Limitation on Indebtedness

Create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to all Receivables Transactions that is (i) non-recourse with respect to the Parent Borrower and its Subsidiaries (other than any Receivables Subsidiary) and (ii) in an aggregate principal amount at any time outstanding not exceeding 15% of Consolidated Total Assets at such time; or

(b) any Indebtedness of any of the Subsidiaries other than (i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under subsection 8.3(a), (ii) any Indebtedness of any Subsidiary as a guarantor under or pursuant to any of those certain Note Purchase Agreements, so long as such Subsidiaries are Guarantors, (iii) any Indebtedness of any Subsidiary existing on the Closing Date and set forth on Schedule 8.3 and any refinancing thereof; provided, that the then outstanding principal amount thereof is not increased and the weighted average

maturity thereof is not decreased, (iv) any Indebtedness of any Subsidiary which is a Guarantor, (v) any Indebtedness of any Subsidiary owed to the Parent Borrower or any other Subsidiary, (vi) any Indebtedness arising in respect of capital leases or purchase money obligations incurred in accordance with subsection 8.2(f), (vii) any other Indebtedness of Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$600,000,000 or (y) 10% of Consolidated Total Assets at the time such Indebtedness is incurred, (viii) Indebtedness of any Subsidiary of the Parent Borrower in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business, (ix) any Guarantee Obligation of the Parent Borrower in respect of Indebtedness incurred by any Subsidiary under clause (viii) hereof up to an aggregate principal amount not to exceed \$300,000,000 at any time outstanding, ~~and~~ (x) any Indebtedness incurred by Spinco or its Subsidiaries, provided that (A) such Indebtedness is incurred in contemplation of the consummation of the Spin Off (whether substantially simultaneous with, or in the reasonable judgment of the Parent Borrower, within a reasonable time period prior to the Spin Off) or following the Spin Off and the proceeds of which are used, among other things, for the purpose of making dividends to the Parent Borrower, (B) such Indebtedness is not guaranteed, directly or indirectly, by the Parent Borrower or any of its Subsidiaries (other than Spinco and its Subsidiaries), (C) such Indebtedness shall be promptly repaid in the event that a Spin Off Termination occurs and (D) no Default or Event of Default shall have occurred and be continuing, and (xi) any Indebtedness of any Subsidiary Borrower under this Agreement.

#### 8.4 Fundamental Changes

Liquidate, windup or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default or Event of Default exists or would result therefrom:

(a) any Subsidiary may merge with (i) the Parent Borrower, provided that the Parent Borrower shall be the continuing or surviving Person, or (ii) any one or more Subsidiaries, provided that (A) when any wholly-owned Subsidiary is merging with another Subsidiary, such wholly-owned Subsidiary shall be the continuing or surviving Person ~~and~~, (B) when any Foreign Subsidiary is merging with a Domestic Subsidiary, such Domestic Subsidiary shall be the continuing or surviving Person and (C) when any Subsidiary is merging with a Subsidiary Borrower, such Subsidiary Borrower shall be the continuing or surviving Person;

(b) any (i) Subsidiary may sell, transfer, contribute, convey or otherwise Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Parent Borrower or to a Domestic Subsidiary; provided that if the transferor in such a transaction is a wholly-owned Subsidiary, then the transferee must also be a wholly-owned Subsidiary; or (ii) Foreign Subsidiary may sell, transfer, contribute, convey or otherwise Dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Subsidiary;

(c) any Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Subsidiary;

(d) "Inactive" or "shell" Subsidiaries (i.e., a Person that is not engaged in any business and that has total assets of \$2,000,000 or less) may be dissolved or otherwise liquidated, provided that all of the assets and properties of any such Subsidiaries are transferred to the Parent Borrower or another Subsidiary upon dissolution/liquidation and the aggregate total assets of all Subsidiaries permitted to be dissolved or otherwise liquidated under this clause (d) shall not exceed \$40,000,000;

Person; (e) the Parent Borrower may merge or consolidate with any Person, provided that the Parent Borrower shall be the continuing or surviving

(f) the Parent Borrower and its Subsidiaries may make Dispositions expressly permitted by subsection 8.5;

(g) the Parent Borrower or any Subsidiary may contribute, distribute or otherwise transfer (in one or more transactions) all or any portion of the Animal Health Business to Spinco or to its Subsidiaries;

(h) the Parent Borrower or any Subsidiary may effectuate the Spin Off; and

(i) Spinco may pay one or more dividends to the Parent Borrower in connection with the Spin Off.

#### 8.5 Dispositions

Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory and cash equivalents in connection with cash management in the ordinary course of business;

(c) Dispositions of property by any Subsidiary to the Parent Borrower or to any other Subsidiary;

(d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 8.3(a);

(e) the nonexclusive license of intellectual property of the Parent Borrower or any of its Subsidiaries to third parties in the ordinary course of business;

(f) without limitation to clause (a), the Parent Borrower and its Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange is used (or contractually committed to be used) to acquire (and results within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value;

(g) other Dispositions where (i) in the good faith opinion of the Parent Borrower, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Parent Borrower or the applicable Subsidiary, as the case may be; (ii) immediately after giving effect to such Disposition, no Default or Event of Default would exist; and (iii) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any fiscal four quarter period of the Parent Borrower plus the Fair Market Value of any other property Disposed of during such four quarter period does not equal or exceed 15% of Consolidated Total Assets as of the end of the then most recently ended fiscal quarter of Parent Borrower; and

(h) the Dispositions of the Parent Borrower or any Subsidiary to effectuate the Spin Off.

#### 8.6 ERISA

Engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to (a) engage in any non-exempt “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code); (b) fail to comply with ERISA or any other applicable Laws; or (c) incur any material “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA), which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

#### 8.7 Transactions with Affiliates

Enter into any transaction of any kind with any Affiliate of the Parent Borrower, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Parent Borrower or any Subsidiary than would be obtained in a comparable arm’s-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Parent Borrower and any of its Subsidiaries or between any of its Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Parent Borrower and its Subsidiaries, (c) transactions effected as part of a Receivables Transaction, (d) compensation arrangements of officers and other employees of the Parent Borrower and its Subsidiaries entered into in the ordinary course of business or (e) transactions or entry into agreements between the Parent Borrower and/or its Subsidiaries and Spinco and/or its Subsidiaries in contemplation of or to effectuate the Spin Off.

#### 8.8 Restrictive Agreements

Enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Parent Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Parent Borrower or any other Subsidiary or to Guarantee Indebtedness of the Parent Borrower or any other Subsidiary; provided that (i) the foregoing shall not apply to prohibitions, restrictions and conditions (x) imposed by law or (y) contained in any of the Loan Documents, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 8.8 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property, assets or Equity Interests securing any such Indebtedness; (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof, (vi) clauses (a) and (b) of the foregoing shall not apply to agreements governing Indebtedness not restricted by, or Indebtedness permitted under, subsection 8.3 that contain restrictions no more materially restrictive, taken as a whole, than those contained in this Agreement and, in any event, in the case of any restriction subject to clause (a) above, include an exception permitting this Agreement (or any refinancing

or replacement thereof permitted under such agreement) to be secured on an equal and ratable basis with any such applicable Indebtedness, (vii) clause (b) shall not apply to (x) agreements governing Indebtedness of a Subsidiary of the Parent Borrower owed to the Parent Borrower or (y) agreements governing Indebtedness of a Subsidiary of the Parent Borrower that is a joint venture owed to the Parent Borrower or any other lender under such agreement to the extent the Parent Borrower is the administrative agent (or equivalent role) under such agreement and such restriction applies only to the property, assets or Equity Interests of, or dividends, distributions, loans, advances, repayments or guarantees by, such Subsidiary and (viii) clause (b) shall not apply to restrictions contained in the organizational documents of a Subsidiary that is a joint venture to the extent that such restriction applies only to the property, assets or Equity Interests of, or dividends, distributions, loans, advances, repayments or guarantees by, such Subsidiary.

#### 8.9 Use of Proceeds

The Borrowers will not request any Borrowing or Letter of Credit, and the Borrowers shall not use, and each Borrower shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

#### 8.10 Covenants Relating to the Spin Off

(a) The Parent Borrower shall: (i) promptly notify the Administrative Agent of the public filing of all material transaction documents (including any filings on Form S-1, Form S-11, Form 10 or Form 11 (or any such equivalent form)) relating to the Spin Off and (ii) upon consummation of the Spin Off, shall deliver to the Administrative Agent an officer's certificate certifying as to (A) the accuracy of the representations and warranties set forth in Section 5 (provided that with respect to the representations and warranties contained in Section 5.6, such representations and warranties shall be qualified by the disclosures in the Parent Borrower's public filings with the Securities and Exchange Commission) and (B) the absence of any Default or Event of Default.

(b) The Parent Borrower will not, and will not permit any of its Subsidiaries (other than Subsidiaries of Spinco) to, contribute to Spinco or any of its Subsidiaries any assets (including cash) other than as contemplated by the Spinco Contribution and Distribution Agreement.

### SECTION 9. EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default:

(a) ~~The~~Any Borrower shall fail to pay any principal of any Loan or any Reimbursement Obligation when due in accordance with the terms thereof or hereof; or ~~the~~any Borrower shall fail to pay any interest on any Loan, or any fee or other amount payable hereunder, within five Business Days after any such interest or other amount becomes due in accordance with the terms thereof or hereof;

(b) Any representation or warranty made or deemed made by ~~the~~any Borrower or any Guarantor (if any) herein or in any other Loan Document or which is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement shall prove to have been incorrect or misleading in any material respect when made or deemed made or furnished;

(c) (i) ~~The~~Any Borrower shall default in the observance or performance of any covenant contained in subsection 7.10, subsection 7.11(a), subsection 7.12 or Section 8; or (ii) the Parent Borrower shall default in the observance or performance of any covenant contained in subsection 7.1, and such default shall continue unremedied for a period of 15 days; or (iii) ~~the~~any Borrower shall default in the observance or performance of any other agreement contained in this Agreement (other than as provided above in this Section), and such default described in this clause (c)(iii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (c)(iii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period and (z) the relevant Borrower is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised the Administrative Agent as to the remedy thereof, the first 30-day period referred to in this clause (c)(iii) shall be extended for an additional 30-day period but only so long as (A) ~~the~~such Borrower continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect;

(d) ~~The~~Any Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness (other than Indebtedness permitted under subsection 8.3(b)(viii)), when and as the same shall become due and payable (after giving effect to all applicable grace periods, if any);

(e) An event or condition occurs that results in any Material Indebtedness (other than Indebtedness permitted under subsection 8.3(b)(viii)) becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness (other than Indebtedness permitted under subsection 8.3(b)(viii)) or any trustee or agent on its or their behalf to cause any Material Indebtedness (other than Indebtedness permitted under subsection 8.3(b)(viii)) to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (e) 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;

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of ~~the~~any Borrower, any Guarantor (if any) or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any ~~F~~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~~any Borrower, any Guarantor (if any) or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(g) ~~The~~Any Borrower, any Guarantor (if any) or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any ~~F~~federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (f) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for ~~the~~such Borrower, any Guarantor (if any) 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, (vi) take any action for the purpose of effecting any of the foregoing or (vii) shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(h) An ERISA Event shall have occurred that, in the reasonable credit judgment of the Majority Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(i) Any Loan Document, at any time after its execution and delivery and for any reason other than the agreement of all the Lenders or satisfaction in full of all the Obligations, ceases to be in full force and effect, or is declared by a court of competent jurisdiction to be null and void, invalid or unenforceable in any respect; or ~~the~~any Borrower or any Guarantor (if any) denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; one or more judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money in an aggregate amount in excess of \$200,000,000 shall be rendered against the Parent Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Parent Borrower or any Subsidiary to enforce any such judgment; or

(j) a Change in Control shall occur;

then, and in any such event, (A) if such event is an Event of Default specified in paragraph (f) or paragraph (g) above, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Majority Lenders, the Administrative Agent may, or upon the request of the Majority Lenders, the Administrative Agent shall, by notice to the Parent Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Majority Lenders, the Administrative Agent may, or upon the request of the Majority Lenders, the Administrative Agent shall, by notice to the Parent Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. In the case of all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrowers with Letters of Credit then outstanding shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit in accordance with the provisions of subsection 4.8. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other then due and owing Obligations. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other Obligations shall have been paid in full (or in the event that the acceleration that required the funding of such cash collateral account is rescinded by the Lenders), the balance, if any, in such cash collateral account shall be returned to the relevant Borrower (or such other Person as may be lawfully entitled thereto). ~~The~~Each Borrower hereby expressly waives presentment, demand of payment, protest and all notices whatsoever (other than any notices specifically required hereby).

### 10.1 Appointment

Each Lender hereby irrevocably designates and appoints the Administrative Agent as the Administrative Agent of such Lender under this Agreement and the other Loan Documents, and each Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

### 10.2 Delegation of Duties

The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

### 10.3 Exculpatory Provisions

Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by ~~the~~any Borrower or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of ~~the~~any Borrower to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of ~~the~~any Borrower.

### 10.4 Reliance by Administrative Agent

The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrowers~~s~~), independent accountants and other

experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Majority Lenders (or, to the extent required by this Agreement, all of the Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action (other than any such liability or expense resulting from the gross negligence or willful misconduct of the Administrative Agent). The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Majority Lenders (or, to the extent required by this Agreement, all of the Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

#### 10.5 Notice of Default

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or ~~the~~any Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Majority Lenders (or, to the extent required by this Agreement, all of the Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

#### 10.6 Non-Reliance on Administrative Agent and Other Lenders

Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Borrowers, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrowers and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrowers. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrowers which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

#### 10.7 Indemnification

The Lenders agree to indemnify the Administrative Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (the “Agent Indemnitee”) (to the extent not reimbursed by the relevant Borrower in accordance with the terms hereof and without limiting the obligation of ~~the~~such Borrower to do so), ratably according to their respective Revolving Credit Commitment Percentages in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements which are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee’s gross negligence or willful misconduct. The agreements in this subsection shall survive the payment of the Loans and all other amounts payable hereunder. Notwithstanding anything contained herein to the contrary, the Issuing Lenders and Swingline Lenders shall have all of the benefits and immunities (a) provided to the Administrative Agent in this Section 10 with respect to any acts taken or omissions suffered by the Issuing Lenders or Swingline Lenders, as the case may be, as fully as if the term “Administrative Agent” as used in this Section 10 included the Issuing Lenders and Swingline Lenders with respect to such acts or omissions, and (b) as additionally provided herein with respect to the Issuing Lenders and Swingline Lenders, as the case may be.

#### 10.8 Administrative Agent in Its Individual Capacity

The Person serving as the Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrowers as though the Person serving as the Administrative Agent were not the Administrative Agent hereunder and under the other Loan Documents. With respect to the Loans made by it and with respect to any Letter of Credit issued or participated in by it, the Person serving as the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms “Lender” and “Lenders” shall include the Person serving as the Administrative Agent in its individual capacity.

#### 10.9 Successor Administrative Agent

The Administrative Agent may resign as Administrative Agent upon 10 days’ notice to the Lenders and the Parent Borrower provided that any such resignation by JPMCB shall also constitute its resignation as an Issuing Lender and a Swingline Lender. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Majority Lenders shall appoint from among the Lenders a successor Administrative Agent for the Lenders, which successor Administrative Agent (provided that it shall have been approved by the Parent Borrower), shall succeed to the rights, powers and duties of the Administrative Agent hereunder. Effective upon such appointment and approval, the term “Administrative Agent” shall mean such successor Administrative Agent, and the former Administrative Agent’s rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. After any retiring Administrative Agent’s resignation as Administrative Agent, the provisions of this Section 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

#### 10.10 The Joint Lead Arrangers and the Syndication Agent

The Joint Lead Arrangers and Syndication Agent shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such.

Without limiting the foregoing, none of the Agents shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Agents in deciding to enter into this Agreement or in taking or not taking any action hereunder.

### SECTION 11. MISCELLANEOUS

#### 11.1 Amendments and Waivers

(a) Except as provided in subsection 3.6(b) and subsection 11.1(b), neither this Agreement nor any other Loan Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this subsection. The Majority Lenders may, or, with the written consent of the Majority Lenders, the Administrative Agent may, from time to time, (a) enter into with the Borrowers written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Borrowers hereunder or thereunder or (b) waive, on such terms and conditions as the Majority Lenders or the Administrative

Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) reduce the amount or extend the scheduled date of maturity of any Loan, or reduce the stated rate or amount of any interest or fee payable hereunder or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Multicurrency Commitment, Revolving Credit Commitment, Swingline Commitment or L/C Commitment or reduce the amount of or extend the date of any payment required pursuant to subsection 3.1(b), in each case without the consent of each Lender affected thereby, (ii) amend or modify Section 2.9, amend, modify or waive any provision of this subsection, reduce the percentage specified in the definitions of Majority Lenders, or amend or modify any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination granting consent hereunder, or consent to the assignment or transfer by the any Borrower or any Guarantor (if any) of any of its rights and obligations under this Agreement and the other Loan Documents (which, for the avoidance of doubt, shall not include the designation of a Subsidiary Borrower in accordance with Section 2.9), in each case without the written consent of all the Lenders and the Parent Borrower, (iii) release all or substantially all of the Guarantors (if any) (except where such release is expressly permitted elsewhere in this Agreement without such consent) without the written consent of all the Lenders, or (iv) (A) amend, modify or waive any provision of Section 10 without the written consent of the then Administrative Agent ~~or~~, (B) affect the rights or duties of the Issuing Lenders under this Agreement or any other Loan Document without the written consent of the then Issuing Lenders or (C) affect the rights or duties of Swingline Lenders under this Agreement or any other Loan Document without the written consent of the Swingline Lenders; and further provided, however, that no such waiver and no such amendment, supplement or modification shall amend, modify or waive any provision of any Guarantee executed and delivered pursuant to subsection 7.12 without the written consent of the Guarantors. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Borrowers, the Guarantors (if any), the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Borrowers, the Guarantors (if any), the Lenders and the Administrative Agent shall be restored to their former positions and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

(b) In addition to amendments effected pursuant to the foregoing paragraph (a), additional freely-convertible eurocurrencies may be added as Available Foreign Currencies, upon execution and delivery by the Borrowers, the Administrative Agent and all of the Lenders of an amendment providing for such addition. The Administrative Agent shall give prompt written notice to each Lender of any such amendment.

(c) Furthermore, notwithstanding the foregoing, the Administrative Agent, with the consent of the Borrowers, may amend, modify or supplement any Loan Document without the consent of any Lender or the Majority Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct any typographical error or other manifest error in any Loan Document.

#### 11.2 Notices

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Parent Borrower or any of the Guarantors (if any), to Henry Schein, Inc., 135 Duryea Road, Melville, New York, 11747, Attention of Chief Financial Officer (Telecopy No. (631) 843-5541), with a copy to Proskauer Rose LLP, Eleven Times Square, New York, New York, 10036-8299, Attention of Ron Franklin, Esq. (Telecopy No. (212) 969-3195);

(ii) if to the Administrative Agent, to it at JPMorgan Chase Bank, N.A., 10 S. Dearborn St. L2 floor Chicago, IL 60603, Attention of Katy Tyler, (Email: [jpm.agency.cri@jpmorgan.com](mailto:jpm.agency.cri@jpmorgan.com)) with a copy to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, London E14 5JP, Attention of The Manager, Loan & Agency Services (Email: [Loan\\_and\\_agency\\_london@jpmorgan.com](mailto:Loan_and_agency_london@jpmorgan.com));

(iii) if to JPMCB as Issuing Lender, to it at JPMorgan Chase Bank, N.A., 10 S. Dearborn St. L2 floor Chicago, IL 60603, Attention of Katy Tyler, (Email: [chicago.lc.agency.activity.team@jpmchase.com](mailto:chicago.lc.agency.activity.team@jpmchase.com))

(iv) if to U.S. Bank as Issuing Lender, to it at U.S. Bank National Association, Attn: Global Documentary Services SL-MO-L2IL, 721 Locust Street, St. Louis, Missouri 63101, Attention of Debra Sansom (Phone: 314-418-2875, Email: [debbie.k.sansom@usbank.com](mailto:debbie.k.sansom@usbank.com)) or Richard Barth (Phone: 314-418-2883, Email: [richard.barth1@usbank.com](mailto:richard.barth1@usbank.com), Fax: 314-418-8078); ~~and~~

(v) if to any other Swingline Lender or Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire and notified to the relevant Borrowers in accordance with the provisions hereof; and

(vi) if to a Subsidiary Borrower, to it at its address set forth in the relevant Subsidiary Borrower Request.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent and the Lenders; provided that the foregoing shall not apply to notices pursuant to subsection 2.4 or Section 4 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrowers may, in ~~its~~their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

### 11.3 No Waiver; Cumulative Remedies

No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

#### 11.4 Survival of Representations and Warranties

All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

#### 11.5 Payment of Expenses and Taxes

~~The~~Each Borrower agrees (a) to pay or reimburse the Administrative Agent, the Syndication Agent and the Joint Lead Arrangers for all their reasonable and invoiced out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of Simpson Thacher & Bartlett LLP, counsel to the Administrative Agent, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable and invoiced out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement or any of the other Loan Documents, including, without limitation, the Attorney Costs of one outside counsel (unless there is an actual or perceived conflict of interest, in which case each Lender affected thereby may retain its own counsel) and applicable local counsel of each Lender and of the Administrative Agent, (c) to pay, and indemnify and hold harmless each Lender and each Agent and each of their affiliates and their respective officer, directors, employees, administrative agents and advisors (each, an “indemnified party”) from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other Taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, provided that ~~the~~such Borrower shall have no obligation hereunder to any indemnified party with respect to any of the foregoing fees or liabilities which arise from the gross negligence or willful misconduct of such indemnified party determined in a court of competent jurisdiction in a final non-appealable judgment, and (d) to pay, and indemnify and hold harmless each indemnified party from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents contemplated hereby or by any Loan Documents, including any claim, litigation, investigation or proceeding regardless of whether any indemnified person is a party thereto and whether or not the same are brought by ~~the~~such Borrower, its equity holders, affiliates or creditors or any other Person, including any of the foregoing relating to the use of proceeds of the Revolving Loans or Letters of Credit (including any refusal by the Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), and including, without limitation, any of the foregoing relating to the violation of, noncompliance with, or liability under, any Environmental Law or any Environmental Liability applicable to the operations of the Parent Borrower, any of its Subsidiaries or any of the properties (all the foregoing in this clause (d), collectively, the “indemnified liabilities”), provided that the Borrowers shall not have ~~no~~any obligation hereunder to any indemnified party with respect to indemnified liabilities arising from a material breach of the obligations of such indemnified party under any Loan Document or the bad faith, gross negligence or willful misconduct of such indemnified party, in each case, determined in a court of competent jurisdiction in a final non-appealable judgment. No indemnified party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the

gross negligence or willful misconduct of such indemnified party. No party hereto shall be liable for any indirect, special, exemplary, punitive or consequential damages in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and repayment of the Loans and all other amounts payable hereunder.

#### 11.6 Successors and Assigns; Participations and Assignments

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Lender that issues any Letter of Credit), except that (i) neither the Parent Borrower, nor any Subsidiary Borrower nor any of the Guarantors (if any) may assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any such Person without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this subsection. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Lender that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this subsection) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Lenders, the Swingline Lenders and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the relevant Borrower, provided that ~~no~~the consent of ~~the~~such Borrower shall not be required for an assignment to a Lender, an Affiliate of a Lender, an “Approved Fund” (as defined below) or, if an Event of Default has occurred and is continuing, any other Assignee; and, provided, further, that the relevant Borrower shall be deemed to have consented to any such assignment unless ~~the~~such Borrower shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment to an Assignee that is a Lender immediately prior to giving effect to such assignment, an Affiliate of a Lender or an “Approved Fund” (as defined below).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender’s Revolving Credit Commitment, the amount of the Revolving Credit Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance, substantially in the form of Exhibit H (hereinafter, an “Assignment and Acceptance”), with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the relevant Borrower and the Administrative Agent otherwise consent, provided that no such consent of the relevant Borrower shall be required if a Default or an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement:

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500;

(D) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent a duly completed Administrative Questionnaire (containing all pertinent information relating to such assignee;

(E) in the case of an assignment to a "CLO" (as defined below), the assigning Lender shall retain the sole right to approve any amendment, modification or waiver of any provision of this Agreement, provided that the Assignment and Acceptance between such Lender and such CLO may provide that such Lender will not, without the consent of such CLO, agree to any amendment, modification or waiver described in the first proviso to subsection 11.1(a) that affects such CLO; and

(F) the Assignee shall not be a natural person.

For the purposes of this subsection 11.6(b), the terms "Approved Fund" and "CLO" have the following meanings:

"Approved Fund" means (a) a CLO and (b) with respect to any Lender that is an institutional fund which invests primarily in bank loans and similar extensions of credit, any other institutional fund that invests primarily in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"CLO" means any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or an Affiliate of such Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this subsection, from and after the effective date specified in each Assignment and Acceptance the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, 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 Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance 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 subsections 3.8, 3.9, 3.10, 3.11 and 11.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection 11.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this subsection.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Credit Commitment of, and principal amounts 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 in the

absence of manifest error, and the Borrower~~s~~, the Administrative Agent, the Issuing Lenders, the Swingline Lenders 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~~any Borrower, the Issuing Lenders, the Swingline Lenders and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee's completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this subsection and any written consent to such assignment required by paragraph (b) of this subsection, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of ~~the~~any Borrower, the Administrative Agent ~~or~~, the Issuing Lenders or the Swingline Lenders, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the relevant Borrower~~s~~, the Administrative Agent, the Issuing Lenders, the Swingline Lenders and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. 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, modification or waiver described in the first proviso to subsection 11.1(a) that affects such Participant. Subject to paragraph (c)(ii) of this subsection, ~~the~~each Borrower agrees that each Participant shall be entitled to the benefits of subsections 3.8, 3.9, 3.10 and 3.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this subsection. To the extent permitted by law, each Participant also shall be entitled to the benefits of subsection 11.7 as though it were a Lender, provided such Participant agrees to be subject to subsection 11.7 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the relevant Borrower~~s~~, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under subsection 3.9, 3.10 or 3.11 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the relevant Borrower~~s~~'s prior written consent to such greater payment. No Participant shall be entitled to the benefits of subsection 3.10 unless such Participant complies with subsection 3.10(d) and (e) as though it were a Lender and such Participant agrees to be subject to the provisions of sections 3.11 and 3.12 as though it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any Central Bank, and this subsection shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) The Parent Borrower authorizes each Lender to disclose to any Participant or Assignee (each, a “Transferee”) and any prospective Transferee, subject to the provisions of subsection 11.14, any and all financial information in such Lender’s possession concerning the Parent Borrower and its Subsidiaries and Affiliates which has been delivered to such Lender by or on behalf of the Parent Borrower pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Parent Borrower in connection with such Lender’s credit evaluation of ~~such~~ the Parent Borrower and its Subsidiaries and Affiliates prior to becoming a party to this Agreement.

(f) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this subsection concerning assignments of Loans and Notes relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including, without limitation, any pledge or assignment by a Lender of any Loan or Note to any Federal Reserve Bank in accordance with applicable law.

#### 11.7 Adjustments; Set-off

(a) If any Lender (a “benefited Lender”) shall at any time receive any payment of all or part of its Loans or the Reimbursement Obligations owing to it then due and owing, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in subsections 9(f) and (g), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender (other than to the extent expressly provided herein), if any, in respect of such other Lender’s Loans or the Reimbursement Obligations owing to it then due and owing, or interest thereon, such benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender’s Loans or the Reimbursement Obligations owing to it, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the other Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest; provided further, that to the extent prohibited by applicable law as described in the definition of “Excluded Swap Obligation,” no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrowers or the Guarantors (if any), any such notice being expressly waived by the Borrowers and the Guarantors (if any) to the extent permitted by applicable law, upon any amount becoming due and payable by ~~the~~ any Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or

contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of ~~the~~any Borrower or any of the Guarantors (if any); provided that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders, the Swingline Lenders and the Lenders and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Lender agrees promptly to notify the relevant Borrower or any such Guarantor (if any) and the Administrative Agent after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

#### 11.8 Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Parent Borrower and the Administrative Agent.

#### 11.9 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.

#### 11.10 Integration

This Agreement and the other Loan Documents represent the entire agreement of the Borrowers, the Administrative Agent and the Lenders with respect to the subject matter hereof or thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof or thereof not expressly set forth or referred to herein or in the other Loan Documents.

#### 11.11 GOVERNING LAW

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

#### 11.12 Submission To Jurisdiction; Waivers

~~The~~Each Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan County, 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 ~~the~~such Borrower at its address set forth in subsection 11.2 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 subsection any special, exemplary, punitive or consequential damages.

Each Subsidiary Borrower designates and directs the Parent Borrower at its offices at 135 Duryea Road, Melville, New York, 11747, Attention of General Counsel as its agent to receive service of any and all process and documents on its behalf in any legal action or proceeding referred to in this Section 11.12 in the State of New York and agrees that service upon such agent shall constitute valid and effective service upon such Subsidiary Borrower and that failure of the Parent Borrower to give any notice of such service to any Subsidiary Borrower shall not affect or impair in any way the validity of such service or of any judgment rendered in any action or proceeding based thereon.

#### 11.13 Acknowledgements

~~The~~Each Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to ~~the~~such Borrower or any of the Guarantors (if any) arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on the one hand, and ~~the~~such Borrower and the Guarantors (if any), 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~~such Borrower, the Guarantors (if any), and the Lenders.

#### 11.14 Confidentiality

Each Lender agrees to keep confidential any written or oral information (a) provided to it by or on behalf of the Parent Borrower or any of its Subsidiaries pursuant to or in connection with this Agreement or any other Loan Document or (b) obtained by such Lender based on a review of the books and records of the Parent Borrower or any of its Subsidiaries; provided that nothing herein shall prevent

any Lender from disclosing any such information (i) to the Administrative Agent, the Issuing Lender or any other Lender, (ii) to any Transferee or any prospective Transferee which receives such information having been made aware of the confidential nature thereof and having agreed to abide by the provisions of this subsection 11.14, (iii) to its employees, directors, agents, attorneys, accountants and other professional advisors, and to employees and officers of its Affiliates who agree to be bound by the provisions of this subsection 11.14 or are otherwise subject to a duty of confidentiality and who have a need for such information in connection with this Agreement or other transactions or proposed transactions with the Borrowers, (iv) upon the request or demand of any Governmental Authority having jurisdiction over such Lender, (v) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (vi) subject to an agreement to comply with the provisions of this subsection, to any actual or prospective counter-party (or its advisors) to any Swap Agreement, (vii) which has been publicly disclosed other than in breach of this Agreement, (viii) in connection with the exercise of any remedy hereunder or any litigation to which such Lender is a party, or (ix) which is received by such Lender from a Person who, to such Lender's knowledge or reasonable belief, is not under a duty of confidentiality to the Parent Borrower or the applicable Subsidiary, as the case may be.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Parent Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Parent Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Parent Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrowers and the Administrative Agent that it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

#### 11.15 USA Patriot Act

Each Lender hereby notifies the Borrowers 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 relevant Borrowers, which information includes the name and address of ~~the~~such Borrower s and other information that will allow such Lender to identify ~~the~~such Borrower s in accordance with the Act.

#### 11.16 Judgment

~~The~~Each Borrower, the Administrative Agent and each Lender hereby agree that if, in the event that a judgment is given, in relation to any sum due the Administrative Agent or any Lender hereunder, in an Available Foreign Currency (the "Judgment Currency"), the relevant Borrower agrees to indemnify the Administrative Agent or such Lender, as the case may be, to the extent that the Dollar Equivalent amount which could have been purchased on the Business Day following receipt of such sum is less than the sum which could have been so purchased by the Administrative Agent had such purchase been made on the day on which such judgment was given or, if such day is not a Business Day, on the Business Day immediately preceding the giving of such judgment, and if the amount so purchased

exceeds the amount which could have been so purchased had such purchase been made on the day on which such judgment was given or, if such day is not a Business Day, on the Business Day immediately preceding such judgment, the Administrative Agent or the applicable Lender agrees to remit such excess to the relevant Borrower. The agreements in this subsection shall survive the termination of this Agreement and each other Loan Document and the payment of the Loans and all other Obligations.

#### 11.17 WAIVERS OF JURY TRIAL

**THE BORROWERS, THE ADMINISTRATIVE AGENT, THE ISSUING LENDERS, THE SWINGLINE LENDERS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

11.18 No Fiduciary Duty. ~~The Each~~ Borrower hereby acknowledges and agrees that (a) no fiduciary, advisory or agency relationship between the Credit Parties, on the one hand, and ~~the such~~ Borrower and its management, stockholders or creditors is intended to be or has been created in respect of any of the transactions contemplated by this Agreement or the other Loan Documents, irrespective of whether the Credit Parties have advised or are advising the ~~Loan Parties~~ Borrowers on other matters, and the relationship between the Credit Parties, on the one hand, and ~~the such~~ Borrower, on the other hand, in connection herewith and therewith is solely that of creditor and debtor, (b) the Credit Parties, on the one hand, and ~~the such~~ Borrower, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor does ~~the such~~ Borrower rely on, any fiduciary duty to ~~the such~~ Borrower or its affiliates on the part of the Credit Parties, (c) ~~the such~~ Borrower is capable of evaluating and understanding, and ~~the such~~ Borrower understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and the other Loan Documents, (d) ~~the such~~ Borrower has been advised that the Credit Parties are engaged in a broad range of transactions that may involve interests that differ from ~~the such~~ Borrower's interests and that the Credit Parties have no obligation to disclose such interests and transactions to ~~the such~~ Borrower, (e) ~~the such~~ Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent ~~the such~~ Borrower has deemed appropriate in the negotiation, execution and delivery of this Agreement and the other Loan Documents, (f) each Credit Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for ~~the such~~ Borrower, any of their affiliates or any other Person, (g) none of the Credit Parties has any obligation to ~~the such~~ Borrower or its affiliates with respect to the transactions contemplated by this Agreement or the other Loan Documents except those obligations expressly set forth herein or therein or in any other express writing executed and delivered by such Credit Party and ~~the such~~ Borrower or any such affiliate and (h) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Credit Parties or among ~~the such~~ Borrower and the Credit Parties.

#### 11.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

#### 11.20 Parent Borrower Guarantee

(a) The Guarantee. In order to induce the Administrative Agent and the Lenders to become bound by this Agreement and to make the Loans hereunder to the Subsidiary Borrowers, and in consideration thereof, the Parent Borrower hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to the Administrative Agent, for the ratable benefit of the Lenders, the prompt and complete payment and performance by each Subsidiary Borrower when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each Subsidiary Borrower. The guarantee contained in this Section 11.20(a), subject to Section 11.20(e), shall remain in full force and effect until the all Obligations of the Subsidiary Borrowers are paid in full and the Commitments are terminated, notwithstanding that from time to time prior thereto any Subsidiary Borrower may be free from any Obligations. The Parent Borrower agrees that whenever, at any time, or from time to time, it shall make any payment to the Administrative Agent or any Lender on account of its liability under this Section 11.20, it will notify the Administrative Agent and such Lender in writing that such payment is made under the guarantee contained in this Section 11.20 for such purpose. No payment or payments made by any Subsidiary Borrower or any other Person or received or collected by the Administrative Agent or any Lender from any Subsidiary Borrower or any other Person by virtue of any action or proceeding or any setoff or appropriation or application, at any time or from time to time, in reduction of or in payment of the Obligations of the Subsidiary Borrowers shall be deemed to modify, reduce, release or otherwise affect the liability of the Parent Borrower under this Section 11.20 which, notwithstanding any such payment or payments, shall remain liable for the unpaid and outstanding Obligations of the Subsidiary Borrowers until, subject to Section 11.20(e), the such Obligations are paid in full and the Commitments are terminated. Notwithstanding any other provision herein, the maximum liability of the Parent Borrower under this Section 11.20 shall in no event exceed the amount which can be guaranteed by the Parent Borrower under applicable law.

(b) No Subrogation. Notwithstanding any payment or payments made by the Parent Borrower hereunder, or any setoff or application of funds of the Parent Borrower by the Administrative Agent or any Lender, the Parent Borrower shall not be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against any Subsidiary Borrower or against any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Obligations of the Subsidiary Borrowers, nor shall the Parent Borrower seek or be entitled to seek any contribution, reimbursement, exoneration or indemnity from or against any Subsidiary Borrower in respect of payments made by the Parent Borrower hereunder, until all amounts owing to the

Administrative Agent and the Lenders by the Subsidiary Borrowers on account of their Obligations are paid in full and the Commitments are terminated. So long as any Obligations of any Subsidiary Borrower remain outstanding, if any amount shall be paid by or on behalf of any Subsidiary Borrower or any other Person to the Parent Borrower on account of any of the rights waived in this Section 11.20, such amount shall be held by the Parent Borrower in trust, segregated from other funds of the Parent Borrower, and shall, forthwith upon receipt by the Parent Borrower, be turned over to the Administrative Agent in the exact form received by the Parent Borrower (duly indorsed by the Parent Borrower to the Administrative Agent, if required), to be applied against the Obligations of the Subsidiary Borrowers, whether matured or unmatured, in such order as the Administrative Agent may determine.

(c) Amendments, etc. with respect to the Obligations of the Subsidiary Borrowers. The Parent Borrower shall remain obligated under this Section 11.20 notwithstanding that, without any reservation of rights against Parent Borrower, and without notice to or further assent by Parent Borrower, any demand for payment of or reduction in the principal amount of any of the Obligations of any Subsidiary Borrower made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender, and any of such Obligations of any Subsidiary Borrower continued, and such Obligations, or the liability of any other party 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 Lender, and this Agreement and any other documents executed and delivered in connection herewith may be amended, modified, supplemented or terminated, in whole or in part, as the Majority Lenders (or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Obligations of any Subsidiary Borrower may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any lien at any time held by it as security for the Obligations of any Subsidiary Borrower or for the guarantee contained in this Section 11.20 or any property subject thereto.

(d) Guarantee Absolute and Unconditional. The Parent Borrower waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations of any Subsidiary Borrower and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 11.20 or acceptance of the guarantee contained in this Section 11.20; the Obligations of any Subsidiary Borrower 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 11.20; and all dealings between the Parent Borrower or the Subsidiary Borrowers, on the one hand, and the Administrative Agent and the Lenders, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 11.20. The Parent Borrower waives diligence, presentment, protest and demand for payment and notice of default or nonpayment to or upon the Parent Borrower or any Subsidiary Borrower with respect to the Obligations of any Subsidiary Borrower. The guarantee contained in this Section 11.20 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of this Agreement, any of the Obligations of any Subsidiary Borrower or any 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 Lender, (b) the legality under applicable requirements of law of repayment by the relevant Subsidiary Borrower of any Obligations of any Subsidiary Borrower or the adoption of any requirement of law purporting to render any Obligations of any Subsidiary Borrower null and void, (c) any defense, setoff or counterclaim (other than a defense of payment or performance by the applicable Subsidiary Borrower) which may at any time be available to or be asserted by the Parent Borrower against the Administrative Agent or any Lender, or (d) any other circumstance whatsoever (with or without notice to or knowledge of the Parent Borrower or any Subsidiary Borrower) which

constitutes, or might be construed to constitute, an equitable or legal discharge of any Subsidiary Borrower for any of its Obligations, or of the Parent Borrower under the guarantee contained in this Section 11.20, in bankruptcy or in any other instance. When the Administrative Agent or any Lender is pursuing its rights and remedies under this Section 11.20 against the Parent Borrower, the Administrative Agent or any Lender may, but shall be under no obligation to, pursue such rights and remedies as it may have against any Subsidiary Borrower or any other Person or against any collateral security or guarantee for the Obligations of any Subsidiary Borrower or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to pursue such other rights or remedies or to collect any payments from any Subsidiary Borrower or any such 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 Subsidiary Borrower or any such other Person or of any such collateral security, guarantee or right of offset, shall not relieve the Parent Borrower of any liability under this Section 11.20, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent and the Lenders against the Parent Borrower.

(e) Reinstatement. The guarantee contained in this Section 11.20 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 of any Subsidiary Borrower is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Subsidiary Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Subsidiary Borrower or any substantial part of its property, or otherwise, all as though such payments had not been made.

(f) Payments. The Parent Borrower hereby agrees that any payments in respect of the Obligations of any Subsidiary Borrower pursuant to this Section 11.20 will be paid to the Administrative Agent without setoff or counterclaim in Dollars at the Applicable Payment Office. Notwithstanding the foregoing, any payments in respect of the Obligations of any Subsidiary Borrower pursuant to this Section 11.20 with respect to any Loan denominated in any Available Foreign Currency (including principal of or interest on any such Loan or other amounts) hereunder shall be made without setoff or counterclaim to the Administrative Agent at the Applicable Payment Office for the relevant currency in immediately available funds.

*[Remainder of this page intentionally left blank.]*

**AMENDED FORM OF GUARANTEE**

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GUARANTEE

made by

[NAMES OF SUBSIDIARIES]

in favor of

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

Dated as of \_\_\_\_\_, 20\_\_

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SCHEDULES

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ANNEXES

Annex1 Form of Assumption Agreement

## GUARANTEE

GUARANTEE, dated as of \_\_\_\_\_, 20\_\_\_\_, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Guarantors"), in favor of JPMorgan Chase Bank, 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 April ~~18~~18, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Henry Schein, Inc. (the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto, the Lenders, the Administrative Agent and U.S. Bank National Association, as Syndication 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers ~~is~~are members of an affiliated group of companies that includes each Guarantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement may be used in part to enable the Borrowers to make valuable transfers to one or more of the other Guarantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the 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 requirement under Section 7.12 of the Credit Agreement that, within 10 days of any Subsidiary becoming a guarantor under any Indebtedness or other obligations under the Note Purchase Agreements or any other debt securities or bank debt in an aggregate principal amount exceeding \$200,000,000 issued by ~~the~~any Borrower, such Subsidiary must enter into this Guarantee and thereupon become a Guarantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises 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~~any Borrower thereunder, each Guarantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

### 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:

"Borrower Obligations": collectively, the unpaid principal of and interest on the Loans and all other obligations and liabilities of ~~the~~each Borrower under the Credit Agreement and the other Loan Documents to which it is a party (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement or any other applicable Loan Document after the

maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement or any other applicable Loan Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to ~~the~~such Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Notes, the other Loan Documents, Swap Agreements entered into with Lenders or their Affiliates or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all Attorney Costs of counsel to the Administrative Agent or to the Lenders that are required to be paid by ~~the~~such Borrower pursuant to the terms of the Credit Agreement or any other Loan Document); provided that for purposes of determining any Guarantor Obligations of any Guarantor under this Agreement, the definition of “Borrower Obligations” shall not create any guarantee by any Guarantor of any Excluded Swap Obligations of such Guarantor. “Borrower Obligations” shall collectively refer to the Borrower Obligations of all of the Borrowers, except when the context suggests it is referring only to the Borrower Obligations of an individual Borrower.

“Guarantee”: this Guarantee, as the same may be amended, supplemented or otherwise modified from time to time.

“Guarantor Obligations”: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Guarantee (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Guarantee or any other Loan Document).

“Guarantors”: as defined in the preamble hereto.

“Obligations”: (i) in the case of ~~the~~any Borrower, ~~the~~its Borrower Obligations, and (ii) in the case of each Guarantor (including, for the avoidance of doubt, each Borrower in its capacity as a Guarantor), its Guarantor Obligations.

1.2 Other Definitional Provisions. (a) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Guarantee shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and Section and Schedule references are to this Guarantee 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 Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by ~~the~~each Borrower when due (whether at the stated maturity, by acceleration or otherwise) of ~~the~~its Borrower Obligations (other than, with respect to any Guarantor, any Excluded Swap Obligations of such Guarantor).

(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 with respect to the Guarantor Obligations of such Guarantor 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) Subject to Section 2(b), each Guarantor agrees that the Borrower Obligations, whether in respect of the Borrowers collectively or any individual Borrower, 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 Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrowers, or any individual Borrower, may be free from any Borrower Obligations.

(e) No payment made by ~~the any~~ Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from any of the Borrowers, 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 Borrower 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 Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

**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 Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders 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 Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against ~~the any~~ Borrower or any other Guarantor or any guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from ~~the any~~ Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by ~~the each~~ Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding 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 Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, 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 Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. 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 Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any 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 Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Majority Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released.

2.5 Guarantee Absolute and Unconditional. Each Guarantor, to the maximum extent permitted by applicable law, waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower 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~~any Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, 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. Each Guarantor, to the maximum extent permitted by applicable law, waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon ~~the~~any Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 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 Borrower Obligations or any other guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (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 Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of ~~the~~any Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of ~~the~~any Borrower for the Borrower Obligations, or 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 Lender 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 ~~the~~any Borrower, any other Guarantor or any other Person or against any guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from ~~the~~any Borrower, any other Guarantor or any other Person or to realize upon any such guarantee or to exercise any such right of offset, or any release of ~~the~~any Borrower, any other Guarantor or any other Person or any such 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 Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of ~~the~~any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, ~~the~~any Borrower or 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 to the Administrative Agent without set-off or counterclaim in Dollars at the New York office of the Administrative Agent.

### SECTION 3. THE ADMINISTRATIVE AGENT

Each Guarantor acknowledges that the rights and responsibilities of the Administrative Agent under this Guarantee with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Guarantee shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Guarantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Guarantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

### SECTION 4. MISCELLANEOUS

4.1 Amendments in Writing. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.1 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 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

4.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender 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 Lender, 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 Lender 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 Lender 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.

4.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Guarantee and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable in connection with any of the transactions contemplated by this Guarantee.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Guarantee, but only to the same extent ~~the~~any Borrower would be required to do so pursuant to Section 11.5 of the Credit Agreement.

(d) The agreements in this Section 4.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

4.5 Successors and Assigns. This Guarantee shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Guarantee without the prior written consent of the Administrative Agent.

4.6 Set-Off. Each Guarantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default pursuant to Section 9 of the Credit Agreement shall have occurred and be continuing, without notice to such Guarantor or any other Guarantor, any such notice being expressly waived by each Guarantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Guarantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Guarantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Guarantor, in any currency, whether arising hereunder, under the Credit Agreement or any other Loan Document, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Guarantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. Notwithstanding the foregoing, to the extent prohibited by applicable law as described in the definition of "Excluded Swap Obligation," no amounts received from, or set off with respect to, any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor. The rights of the Administrative Agent and each Lender under this Section 4.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

4.7 Counterparts. This Guarantee may be executed by one or more of the parties to this Guarantee on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4.8 Severability. Any provision of this Guarantee 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.

4.9 Section Headings. The Section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

4.10 Integration. This Guarantee 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.

**4.11 GOVERNING LAW. THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

4.12 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 Guarantee and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State 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.

4.13 Acknowledgements. Each Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Guarantee 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 Guarantee or any of the other Loan Documents, and the relationship between the Guarantors, on the one hand, and the Administrative Agent and 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.

4.14 Additional Guarantors. Each Subsidiary of the Parent Borrower that is required to become a party to this Guarantee pursuant to Section 7.12 of the Credit Agreement shall become a Guarantor for all purposes of this Guarantee upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

**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 GUARANTEE OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee to be duly executed and delivered as of the date first above written.

[NAME OF GUARANTOR]

By: \_\_\_\_\_  
Title:

NOTICE ADDRESSES OF GUARANTORS

FORM OF ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_, made by \_\_\_\_\_ (the "Additional Guarantor"), in favor of \_\_\_\_\_, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Henry Schein, Inc. (the "Borrower"), the Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent, and U.S. Bank National Association, as Syndication Agent, have entered into a Credit Agreement, dated as of April [ ], 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Guarantor) have entered into the Guarantee, dated as of \_\_\_\_\_, 20\_\_\_\_ (as amended, supplemented or otherwise modified from time to time, the "Guarantee") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Guarantor to become a party to the Guarantee Agreement; and

WHEREAS, the Additional Guarantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Guarantor, as provided in Section 4.14 of the Guarantee, hereby becomes a party to the Guarantee 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 information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee.

2. Governing Law. THIS ASSUMPTION 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 Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Supplement to Schedule 1

**FORM OF SWINGLINE NOTE**

**FORM OF SWINGLINE NOTE**

**THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.**

SWINGLINE NOTE

\$ \_\_\_\_\_

New York, New York

FOR VALUE RECEIVED, the undersigned, Henry Schein, Inc., a Delaware corporation (the "Parent Borrower"), hereby promises to pay to the order of JPMorgan Chase Bank, N.A. (the "Swingline Lender") and its registered assigns, on the Termination Date, as defined in the Credit Agreement referred to below, at its office located at 1111 Fannin, 10<sup>th</sup> Floor, Houston, Texas 77002, in lawful money of the United States of America and in immediately available funds, the aggregate unpaid principal amount of all Swingline Loans made by the Swingline Lender to the Borrower pursuant to subsection 2.3 of the Credit Agreement (as defined below). The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount of Swingline Loans made by the Lender from time to time outstanding at the rates and on the dates specified in subsection 3.4 of the Credit Agreement. The holder of this Swingline Note is authorized to record the date, Type and amount of each Swingline Loan made by the Swingline Lender pursuant to subsection 2.3 of the Credit Agreement and the date and amount of each payment or prepayment of the principal hereof on Schedule A annexed hereto and made a part hereof, provided that the failure to make any such recordation (or any error in such recordation) shall not affect the obligations of the Borrower under the Credit Agreement.

This Swingline Note is the Swingline Note referred to in the Credit Agreement dated as of April 18, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, the several lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent, (in such capacity, the "Administrative Agent") and the other agents party thereto; capitalized terms used herein but not defined shall have the meanings given to them in the Credit Agreement), is entitled to the benefits thereof, is secured as provided therein and is subject to optional and mandatory prepayment in whole or in part as provided therein.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Swingline Note shall become, or may be declared to be, immediately due and payable as provided therein. All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind (except as expressly provided in the Credit Agreement and the Loan Documents, including, without limitation, Section 9 of the Credit Agreement).

**THIS SWINGLINE NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK**

HENRY SCHEIN, INC.

By: \_\_\_\_\_  
Title:

LOANS, CONVERSIONS AND REPAYMENTS OF SWINGLINE LOANS<sup>1</sup>

<u>Date</u>	<u>Amount of Swingline Loans</u>	<u>Amount of Principal of Swingline Loans Repaid</u>	<u>Unpaid Principal Balance of Swingline Loans</u>	<u>Notation Made By</u>
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<sup>1</sup> Specify whether Swingline Loans are ABR Loans, Swingline LIBOR Loans or Alternative Rate Swingline Loans.

**FORM OF SUBSIDIARY BORROWER DESIGNATION**

To: JPMorgan Chase Bank, N.A., as Administrative Agent

From: Henry Schein, Inc. ("Parent Borrower")

1. This Subsidiary Borrower Designation is being delivered to you pursuant to Section 2.9(a) of that certain Credit Agreement, dated as of April 18, 2017 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"; terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement), among the Parent Borrower, the Subsidiary Borrowers designated from time to time, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and U.S. Bank National Association, as Syndication Agent.

2. The effective date of this Subsidiary Borrower Designation is \_\_\_\_\_, 20 \_\_\_\_ .<sup>1</sup>

[3. Please be advised that \_\_\_\_\_ is hereby designated as a Subsidiary Borrower and such Subsidiary is authorized to use the credit facilities provided for under Sections 2.1 of the Credit Agreement.]

[4. Please be advised that the designation of \_\_\_\_\_ as a Subsidiary Borrower is terminated effective on the date referred to in paragraph 2 above.]

[5. The jurisdiction of incorporation or organization, as applicable, of such Subsidiary is [ \_\_\_\_\_ ].]

HENRY SCHEIN, INC.

By: \_\_\_\_\_

Name:

Title:

<sup>1</sup> Shall be no less than five (5) Business Days after delivery of this Subsidiary Borrower Designation.

[NAME OF SUBSIDIARY BORROWER]<sup>2</sup>

By: \_\_\_\_\_

Name:

Title:

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<sup>2</sup> Subsidiary Borrower signature necessary only in the case of termination of designation.

**FORM OF SUBSIDIARY BORROWER REQUEST**

To: JPMorgan Chase Bank, N.A., as Administrative Agent

From: [Name of Subsidiary Borrower]

1. This Subsidiary Borrower Request is being delivered to you pursuant to Section 2.9(a) of that certain Credit Agreement, dated as of April 18, 2017 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among Henry Schein, Inc. (the "Parent Borrower"), the Subsidiary Borrowers designated from time to time, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Bank National Association, as Syndication Agent.

2. The undersigned refers to the Subsidiary Borrower Designation effective \_\_\_\_\_, 20 (the "Effective Date") delivered by the Parent Borrower to you in which the undersigned is designated a Subsidiary Borrower and hereby confirms that by its execution of this Subsidiary Borrower Request, the undersigned acknowledges that it has received a copy of the Credit Agreement, confirms that the representations and warranties contained in Section 5 of the Credit Agreement (to the extent specifically applicable to the undersigned) are true and correct as of the Effective Date, except that with respect to the representations and warranties contained in Section 5.6 of the Credit Agreement, such representations and warranties shall be qualified by the disclosures in the Parent Borrower's public filings with the Securities and Exchange Commission, and agrees that, from and after the Effective Date, it shall be a party to the Credit Agreement and shall be bound, as a Borrower, by all of the provisions thereof.

[NAME OF SUBSIDIARY BORROWER]

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telecopy No.: \_\_\_\_\_

HENRY SCHEIN, INC.

\$50,000,000 3.79% Series 2010-A Senior Notes due September 2, 2020

\$50,000,000 3.45% Series 2012-A Senior Notes due January 20, 2024

\$50,000,000 3.00% Series 2012-B Senior Notes due December 24, 2024

\$50,000,000 3.19% Series 2014-A Senior Notes due June 2, 2021

\$50,000,000 3.42% Series 2017-A Senior Notes due June 16, 2027

\$50,000,000 3.32% Series 2018-A Senior Notes due January 2, 2028

\$200,000,000 (or the Dollar Equivalent in other Available Currencies) Private Shelf Facility

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SECOND AMENDED AND RESTATED MULTICURRENCY

PRIVATE SHELF AGREEMENT

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Dated June 29, 2018

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Henry Schein, Inc.  
135 Duryea Road  
Melville, NY 11747

**\$50,000,000 3.79% Series 2010-A Senior Notes due September 2, 2020**  
**\$50,000,000 3.45% Series 2012-A Senior Notes due January 20, 2024**  
**\$50,000,000 3.00% Series 2012-B Senior Notes due December 24, 2024**  
**\$50,000,000 3.19% Series 2014-A Senior Notes due June 2, 2021**  
**\$50,000,000 3.42% Series 2017-A Senior Notes due June 16, 2027**  
**\$50,000,000 3.32% Series 2018-A Senior Notes due January 2, 2028**  
**\$200,000,000 (or the Dollar Equivalent in other Available Currencies) Private Shelf Facility**

June 29, 2018

To PGIM, Inc. (“**Prudential**”)

To EACH OTHER PRUDENTIAL AFFILIATE A PARTY HERETO AND  
SUCH OTHER PRUDENTIAL AFFILIATES WHICH BECOME BOUND BY  
THIS AGREEMENT AS HEREINAFTER PROVIDED  
(each a “**Purchaser**” and collectively,  
the “**Purchasers**”)

Ladies and Gentlemen:

Henry Schein, Inc., a Delaware corporation (the “**Company**”), agrees with Prudential and each of the Purchasers as follows:

**1. BACKGROUND; AUTHORIZATION OF ORIGINAL NOTES; AUTHORIZATION OF ISSUE OF SHELF NOTES.**

**1.1. Background.** The Company, Prudential, the Series 2010-A Purchasers, the Series 2012-A Purchasers, the Series 2012-B Purchasers, the Series 2014-A Purchasers, the Series 2017-A Purchasers and the Series 2018-A Purchasers are currently parties to that certain Amended and Restated Private Shelf Agreement, dated September 15, 2017 (the “**Original Private Shelf Agreement**”), pursuant to which, *inter alia*, (a) the Company issued and sold to the Series 2010-A Purchasers, and the Series 2010-A Purchasers purchased from the Company, the Company’s 3.79% Series 2010-A Senior Notes due September 2, 2020, in the original aggregate principal amount of \$50,000,000 (the “**Original Series 2010-A Notes**”), (b) the Company issued and sold to the Series 2012-A Purchasers, and the Series 2012-A Purchasers purchased from the Company, the Company’s 3.45% Series 2012-A Senior Notes due January 20, 2024, in the original aggregate principal amount of \$50,000,000 (the “**Original Series 2012-A Notes**”), (c) the Company issued and sold to the Series 2012-B Purchasers, and the Series

2012-B Purchasers purchased from the Company, the Company's 3.00% Series 2012-B Senior Notes due December 24, 2024, in the original aggregate principal amount of \$50,000,000 (the "**Original Series 2012-B Notes**"), (d) the Company issued and sold to the Series 2014-A Purchasers, and the Series 2014-A Purchasers purchased from the Company, the Company's 3.19% Series 2014-A Senior Notes due June 2, 2021, in the original aggregate principal amount of \$50,000,000 (the "**Original Series 2014-A Notes**"), (e) the Company issued and sold to the Series 2017-A Purchasers, and the Series 2017-A Purchasers purchased from the Company, the Company's 3.42% Series 2017-A Senior Notes due June 16, 2027, in the original aggregate principal amount of \$50,000,000 (the "**Original Series 2017-A Notes**"), and (f) the Company issued and sold to the Series 2018-A Purchasers, and the Series 2018-A Purchasers purchased from the Company, the Company's 3.32% Series 2018-A Senior Notes due January 2, 2028, in the original aggregate principal amount of \$50,000,000 (the "**Original Series 2018-A Notes**" and, together with the Original Series 2010-A Notes, the Original Series 2012-A Notes, the Original Series 2012-B Notes, the Original Series 2014-A Notes and the Original Series 2017-A Notes, collectively, the "**Original Notes**").

## **1.2. Amendment and Restatement of Original Private Shelf Agreement.**

(a) Effective upon the Restatement Date and subject to the satisfaction of the conditions precedent in Section 4, the parties hereto hereby agree that this Agreement shall, and hereby does, amend, restate and replace in its entirety the Original Private Shelf Agreement which, as so amended and restated by this Agreement, continues in full force and effect without rescission or novation thereof. The parties hereto hereby acknowledge and agree that the amendments to the Original Private Shelf Agreement set forth herein could have been effected through an agreement or instrument amending such agreement, and for convenience, the parties hereto have agreed to restate the terms and provisions of the Original Private Shelf Agreement, as amended hereby, pursuant to this Agreement. Effective upon the Restatement Date, the Original Private Shelf Agreement will no longer have any notes outstanding (all of the Notes being outstanding under this Agreement effective on such date).

(b) Notwithstanding the foregoing, the representations and warranties of the Company set forth in Section 5 of the Original Private Shelf Agreement shall be deemed to survive the amendment and restatement of the Original Private Shelf Agreement, and the representations and warranties of the Company set forth in Section 5 of this Agreement shall be deemed to be additional representations and warranties of the Company made as of the date of this Agreement. Further, the representations and warranties of the Original Purchasers set forth in Section 6 of the Original Private Shelf Agreement shall be deemed to survive the amendment and restatement of the Original Private Shelf Agreement.

### 1.3. Amendment and Restatement of Original Notes.

(a) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2010-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2010-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(a). Each Original Series 2010-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(a) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series 2010-A Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2010-A Note shall remain the same; provided, however, at the request of any Series 2010-A Purchaser, the Company shall execute and deliver a new Series 2010-A Note or Series 2010-A Notes in the form of such Exhibit 1.3(a) in exchange for its Original Series 2010-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2010-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2010-A Notes or dated the date of such holder’s Original Series 2010-A Notes if no interest shall have been paid thereon.

(b) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2012-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2012-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(b). Each Original Series 2012-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(b) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series 2012-A Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2012-A Note shall remain the same; provided, however, at the request of any Series 2012-A Purchaser, the Company shall execute and deliver a new Series 2012-A Note or Series 2012-A Notes in the form of such Exhibit 1.3(b) in exchange for its Original Series 2012-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2012-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2012-A Notes or dated the date of such holder’s Original Series 2012-A Notes if no interest shall have been paid thereon.

(c) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2012-B Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2012-B Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(c). Each Original Series 2012-B Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(c) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series 2012-B Notes**”, such term to include any such notes issued in substitution, replacement or exchange

therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2012-B Note shall remain the same; provided, however, at the request of any Series 2012-B Purchaser, the Company shall execute and deliver a new Series 2012-B Note or Series 2012-B Notes in the form of such Exhibit 1.3(c) in exchange for its Original Series 2012-B Note, registered in the name of such holder, in the aggregate principal amount of the Series 2012-B Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2012-B Notes or dated the date of such holder's Original Series 2012-B Notes if no interest shall have been paid thereon.

(d) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2014-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2014-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(d). Each Original Series 2014-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(d) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Series 2014-A Notes**", such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2014-A Note shall remain the same; provided, however, at the request of any Series 2014-A Purchaser, the Company shall execute and deliver a new Series 2014-A Note or Series 2014-A Notes in the form of such Exhibit 1.3(d) in exchange for its Original Series 2014-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2014-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2014-A Notes or dated the date of such holder's Original Series 2014-A Notes if no interest shall have been paid thereon.

(e) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2017-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2017-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(e). Each Original Series 2017-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(e) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Series 2017-A Notes**", such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2017-A Note shall remain the same; provided, however, at the request of any Series 2017-A Purchaser, the Company shall execute and deliver a new Series 2017-A Note or Series 2017-A Notes in the form of such Exhibit 1.3(e) in exchange for its Original Series 2017-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2017-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2017-A Notes or dated the date of such holder's Original Series 2017-A Notes if no interest shall have been paid thereon.

(f) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2018-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2018-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(f). Each Original Series 2018-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(f) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series 2018-A Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2018-A Note shall remain the same; provided, however, at the request of any Series 2018-A Purchaser, the Company shall execute and deliver a new Series 2018-A Note or Series 2018-A Notes in the form of such Exhibit 1.3(f) in exchange for its Original Series 2018-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2018-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2018-A Notes or dated the date of such holder’s Original Series 2018-A Notes if no interest shall have been paid thereon.

**1.4. Authorization of Shelf Notes.** The Company may, from time to time, authorize the issue of its senior promissory notes (the “**Shelf Notes**”, such term to include any such notes issued in substitution thereof pursuant to Section 13) in an aggregate principal amount not to exceed \$200,000,000 (or the Dollar Equivalent in other Available Currencies), to be dated the date of issue thereof, to mature, in the case of each Shelf Note so issued, no more than 15 years after the date of original issuance thereof, to have an average life, in the case of each Shelf Note so issued, of no more than 12 years after the date of original issuance thereof, to bear interest on the unpaid balance thereof from the date thereof at the rate per annum, and to have such other particular terms, as shall be set forth, in the case of each Shelf Note so issued, in the Confirmation of Acceptance with respect to such Note delivered pursuant to Section 2.5, to be substantially in the form of Exhibit 1.4 attached hereto. The terms “**Note**” and “**Notes**” as used herein shall include the Series 2010-A Notes, the Series 2012-A Notes, the Series 2012-B Notes, the Series 2014-A Notes, the Series 2017-A Notes, the Series 2018-A Notes and each Shelf Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or exchange for any such Note pursuant to any such provision. Notes which have (i) the same final maturity, (ii) the same principal prepayment dates, (iii) the same principal prepayment amounts (as a percentage of the original principal amount of each Note), (iv) the same interest rate, (v) the same interest payment dates, (vi) the same interest payment periods, (vii) the same currency specification, and (viii) the same date of issuance (which, in the case of a Note issued in exchange for another Note, shall be deemed for these purposes the date on which such Note’s ultimate predecessor Note was issued), are herein called a “**Series**” of Notes. Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a “Schedule” or an “Exhibit” are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement.

## 2. SALE AND PURCHASE OF SHELF NOTES.

**2.1. Facility.** Prudential is willing to consider, in its sole discretion and within limits which may be authorized for purchase by Prudential Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of Prudential to consider such purchase of Shelf Notes is herein called the “**Facility**”. At any time, the aggregate principal amount of Shelf Notes stated in Section 1.4, minus the aggregate principal amount of Shelf Notes purchased and sold pursuant to this Agreement after the Restatement Date, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the “**Available Facility Amount**” at such time. For purposes of the preceding sentence, all aggregate principal amounts of Shelf Notes and Accepted Notes shall be calculated in Dollars; with respect to any Shelf Notes denominated or Accepted Notes to be denominated in any Available Currency other than Dollars, the Dollar Equivalent of such Shelf Notes or Accepted Notes shall be used for such calculation. **NOTWITHSTANDING THE WILLINGNESS OF PRUDENTIAL TO CONSIDER PURCHASES OF SHELF NOTES BY PRUDENTIAL AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER PRUDENTIAL NOR ANY PRUDENTIAL AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY PRUDENTIAL OR ANY PRUDENTIAL AFFILIATE.**

**2.2. Issuance Period.** Shelf Notes may be issued and sold pursuant to this Agreement until the earlier of (i) September 15, 2020 and (ii) the thirtieth day after Prudential shall have given to the Company, or the Company shall have given to Prudential, a written notice stating that it elects to terminate the issuance and sale of Shelf Notes pursuant to this Agreement (or if such thirtieth day is not a Business Day, the Business Day next preceding such thirtieth day). The period during which Shelf Notes may be issued and sold pursuant to this Agreement is herein called the “**Issuance Period**”.

**2.3. Request for Purchase.** The Company may from time to time during the Issuance Period make requests for purchases of Shelf Notes (each such request being herein called a “**Request for Purchase**”). Each Request for Purchase shall be made to Prudential by fax, email or overnight delivery service, and shall (i) specify the currency (which shall be an Available Currency) of the Shelf Notes covered thereby, (ii) specify the aggregate principal amount of Shelf Notes covered thereby, which shall not be less than \$5,000,000 (or its equivalent in another Available Currency) and not be greater than the Available Facility Amount at the time such Request for Purchase is made, (iii) specify the principal amounts, final maturities and principal prepayment dates and amounts of the Shelf Notes covered thereby, (iv) specify the use of proceeds of such Shelf Notes, (v) specify whether interest payments are to be made quarterly or semi-annually, (vi) specify the proposed day for the closing of the purchase and sale of such Shelf Notes, which shall be a Business Day during the Issuance Period not less than 10 days and not more than 30 days after the making of such Request for Purchase, (vii) specify the number of the account and the name and address of the depository institution to which the purchase prices of such Shelf Notes are to be transferred on the Closing Day for such purchase and sale, (viii) certify that the representations and warranties contained in Section 5 are true in all material

respects on and as of the date of such Request for Purchase and that there exists on the date of such Request for Purchase no Event of Default or Default, and (ix) be substantially in the form of Exhibit 2 attached hereto. Each Request for Purchase shall be in writing signed by the Company and shall be deemed made when received by Prudential.

**2.4. Rate Quotes.** Not later than five Business Days after the Company shall have given Prudential a Request for Purchase pursuant to Section 2.3, Prudential may, but shall be under no obligation to, provide to the Company by telephone, fax or e-mail, in each case between 9:30 A.M. and 1:30 P.M. New York City local time (or such later time as Prudential may elect) interest rate quotes for the several currencies, principal amounts, maturities and principal prepayment schedules and interest payment periods (whether quarterly or semi-annually) of Shelf Notes specified in such Request for Purchase (each such interest rate quote provided in response to a Request for Purchase herein called a “**Quotation**”). Each Quotation shall represent the interest rate per annum payable on the outstanding principal balance of such Shelf Notes at which Prudential or a Prudential Affiliate would be willing to purchase such Shelf Notes at 100% of the principal amount thereof.

**2.5. Acceptance.** Within the Acceptance Window, an Authorized Officer of the Company may, subject to Section 2.6, elect to accept on behalf of the Company a Quotation as to the aggregate principal amount of the Shelf Notes specified in the related Request for Purchase (each such Shelf Note being herein called an “**Accepted Note**” and such acceptance being herein called an “**Acceptance**”). The day the Company notifies Prudential of an Acceptance with respect to any Accepted Notes is herein called the “**Acceptance Day**” for such Accepted Notes. Any Quotation as to which Prudential does not receive an Acceptance within the Acceptance Window shall expire, and no purchase or sale of Shelf Notes hereunder shall be made based on any such expired Quotation. Subject to Section 2.6 and the other terms and conditions hereof, the Company agrees to sell to a Prudential Affiliate, and Prudential agrees to cause the purchase by a Prudential Affiliate of, the Accepted Notes at 100% of the principal amount of such Notes, which purchase price shall be paid in the currency in which such Notes are denominated. As soon as practicable following the Acceptance Day, the Company, Prudential and each Prudential Affiliate which is to purchase any such Accepted Notes will execute a confirmation of such Acceptance substantially in the form of Exhibit 3 attached hereto (herein called a “**Confirmation of Acceptance**”). If the Company should fail to execute and return to Prudential within three Business Days following the Company’s receipt thereof a Confirmation of Acceptance with respect to any Accepted Notes, Prudential may at its election at any time prior to Prudential’s receipt thereof cancel the closing with respect to such Accepted Notes by so notifying the Company in writing.

**2.6. Market Disruption.** Notwithstanding the provisions of Section 2.5, any Quotation provided pursuant to Section 2.4 shall expire if, prior to the time an Acceptance with respect to such Quotation shall have been notified to Prudential in accordance with Section 2.5, (i) in the case of any Shelf Notes to be denominated in Dollars, the domestic market for U.S. Treasury securities or derivatives shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading in securities generally on the New York Stock Exchange or in the domestic market for U.S. Treasury securities or derivatives, or (ii) in the case of Shelf Notes to be denominated in a currency other than Dollars, the markets for the relevant government securities (which in the case of the Euro, shall be the German Bund)

or the Euro Mid-Swap or the spot and forward currency market, the financial futures market or the interest rate swap market shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading. No purchase or sale of Shelf Notes hereunder shall be made based on such expired Quotation. If the Company thereafter notifies Prudential of the Acceptance of any such Quotation, such Acceptance shall be ineffective for all purposes of this Agreement, and Prudential shall promptly notify the Company that the provisions of this Section 2.6 are applicable with respect to such Acceptance.

## **2.7. Fees.**

(a) **Structuring Fee.** In consideration for the time, effort and expense involved in the preparation, negotiation and execution of this Agreement, at the time of the execution and delivery of this Agreement by the Company and Prudential, the Company will pay to Prudential in immediately available funds a fee (herein called the “**Structuring Fee**”) as mutually agreed upon.

(b) **Delayed Delivery Fee.** If the closing of the purchase and sale of any Accepted Note is delayed for any reason beyond the original Closing Day for such Accepted Note, the Company will pay to each Purchaser which shall have agreed to purchase such Accepted Note on the Cancellation Date or actual closing date of such purchase and sale, an amount (herein called the “**Delayed Delivery Fee**”) equal to:

(A) in the case of an Accepted Note denominated in Dollars, the product of (1) the amount determined by Prudential to be the amount by which the bond equivalent yield per annum of such Accepted Note exceeds the investment rate per annum on an alternative Dollar investment of the highest quality selected by Prudential and having a maturity date or dates the same as, or closest to, the Rescheduled Closing Day from time to time fixed for the delayed delivery of such Accepted Note, (2) the principal amount of such Accepted Note, and (3) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is 360; and

(B) in the case of an Accepted Note denominated in a currency other than Dollars, the sum of (1) the product of (x) the amount by which the bond equivalent yield per annum of such Accepted Note exceeds the arithmetic average of the Overnight Interest Rates on each day from and including the original Closing Day for such Accepted Note, (y) the principal amount of such Accepted Note, and (z) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is 360 (in case of any Accepted Note denominated in Euros or Australian Dollars) or 365 (in the case of any Accepted Note denominated in British Pounds) and (2) the costs and expenses (if any) reasonably incurred by such Purchaser or its affiliates with respect to any interest rate, currency exchange or similar agreement entered into by the Purchaser or any such affiliate in connection with the delayed closing of such Accepted Notes.

In no case shall the Delayed Delivery Fee be less than zero. The Delayed Delivery Fee described in clause (B) above shall be paid in the currency in which the Accepted Notes are denominated. Nothing contained herein shall obligate any Purchaser to purchase any Accepted Note on any day other than the Closing Day for such Accepted Note, as the same may be rescheduled from time to time in compliance with Section 3.2.

(c) **Cancellation Fee.** If, on or after the Acceptance Day, the Company at any time notifies Prudential in writing that the Company is canceling the closing of the purchase and sale of any Accepted Note, or if Prudential notifies the Company in writing under the circumstances set forth in the last sentence of Section 2.5 or the penultimate sentence of Section 3.2 that the closing of the purchase and sale of such Accepted Note is to be canceled, or if the closing of the purchase and sale of such Accepted Note is not consummated on or prior to the last day of the Issuance Period (the date of any such notification, or the last day of the Issuance Period, as the case may be, being herein called the “**Cancellation Date**”), the Company will pay to each Purchaser which shall have agreed to purchase such Accepted Note no later than one Business Day after the Cancellation Date in immediately available funds an amount (the “**Cancellation Fee**”) equal to:

(A) in the case of an Accepted Note denominated in Dollars, the product of (1) the principal amount of such Accepted Note and (2) the quotient (expressed in decimals) obtained by dividing (y) the excess of the ask price (as determined by Prudential) of the Hedge Treasury Note(s) on the Cancellation Date over the bid price (as determined by Prudential) of the Hedge Treasury Note(s) on the Acceptance Day for such Accepted Note by (z) such bid price, with the foregoing bid and ask prices as reported on the Bridge\Telerate Service, or if such information ceases to be available on the Bridge\Telerate Service, any publicly available source of such market data selected by Prudential, and rounded to the second decimal place; and

(B) in the case of an Accepted Note denominated in a currency other than Dollars, the aggregate of all unwinding costs reasonably incurred by such Purchaser or its affiliates on positions executed by or on behalf of such Purchaser or such affiliates in connection with the proposed lending in such currency and setting the coupon in such currency, including replacement positions entered into for purposes of achieving short form hedge account treatment under FAS133, provided, however, that any gain realized upon the unwinding of any such positions shall be offset against any such unwinding costs. Such positions include (without limitation) currency and interest rate swaps, futures and forwards, government bond (including U.S. Treasury bond) hedges and currency exchange contracts, all of which may be subject to substantial price volatility. Such costs may also include (without limitation) losses incurred by such Purchaser or its affiliates as a result of fluctuations in exchange rates. All unwinding costs incurred by such Purchaser shall be determined by Prudential or its affiliate in accordance with generally accepted financial practice.

In no case shall the Cancellation Fee be less than zero.

### 3. CLOSING.

**3.1. Facility Closings.** Not later than 11:30 A.M. (New York City local time) on the Closing Day for any Accepted Notes, the Company will deliver to each Purchaser listed in the Confirmation of Acceptance relating thereto at the offices of Prudential Capital Group, 1114 Avenue of the Americas, 30th Floor, New York, NY 10036, Attention: Law Department, or at such other place pursuant to the written directions of Prudential to the Company, the Accepted Notes to be purchased by such Purchaser in the form of one or more Notes in authorized denominations as such Purchaser may request for each Series of Accepted Notes to be purchased on the Closing Day, dated the Closing Day and registered in such Purchaser's name (or in the name of its nominee), against payment of the purchase price thereof by transfer of immediately available funds for credit to the Company's account specified in the Request for Purchase of such Notes. The Restatement Closing and each Shelf Closing are hereafter sometimes each referred to as a "**Closing**".

**3.2. Rescheduled Facility Closings.** If the Company fails to tender to any Purchaser the Accepted Notes to be purchased by such Purchaser on the scheduled Closing Day for such Accepted Notes as provided above in Section 3.1, or any of the conditions specified in Section 4 shall not have been fulfilled by the time required on such scheduled Closing Day, the Company shall, prior to 2:00 P.M., New York City local time, on such scheduled Closing Day notify

Prudential (which notification shall be deemed received by each Purchaser) in writing whether (a) such closing is to be rescheduled (such rescheduled date to be a Business Day during the Issuance Period not less than one Business Day and not more than 10 Business Days after such scheduled Closing Day (the “**Rescheduled Closing Day**”)) and certify to Prudential (which certification shall be for the benefit of each Purchaser) that the Company reasonably believes that it will be able to comply with the conditions set forth in Section 4 on such Rescheduled Closing Day and that the Company will pay the Delayed Delivery Fee in accordance with Section 2.7(b) or (b) such closing is to be canceled. If a Rescheduled Closing Day is established in respect of Notes denominated in a currency other than Dollars, such Notes shall have the same maturity date, principal prepayment dates and amounts and interest payment dates as originally scheduled. In the event that the Company shall fail to give such notice referred to in the second preceding sentence, Prudential (on behalf of each Purchaser) may at its election, at any time after 2:00 P.M., New York City local time, on such scheduled Closing Day, notify the Company in writing that such closing is to be canceled. Notwithstanding anything to the contrary appearing in this Agreement, the Company may not elect to reschedule a closing with respect to any given Accepted Notes on more than one occasion, unless Prudential shall have otherwise consented in writing.

#### **4. CONDITIONS TO CLOSING.**

The obligations of Prudential and the Original Purchasers to enter into this Agreement to amend and restate the Original Private Shelf Agreement and the Original Notes and to make the Facility Available to the Company is subject to the satisfaction, on or before the Restatement Date, of the conditions set forth in this Section 4 (other than the conditions set forth in Sections 4.3(b), 4.4, 4.5, and 4.8 and 4.10). Each Purchaser’s obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing for such Notes is subject to the fulfillment to such Purchaser’s reasonable satisfaction, prior to or at such Closing, of the conditions set forth in this Section 4 (other than the condition set forth in Section 4.11).

##### **4.1. Representations and Warranties.**

The representations and warranties of the Company in this Agreement shall be correct in all material respects when made and at the time of the applicable Closing (except (i) to the extent of changes caused by the transactions herein contemplated and (ii) with respect to Section 5.8, as disclosed in the Company’s Quarterly Report on Form 10-Q or in the Company’s Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to Prudential and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date when such representation and warranty is made).

##### **4.2. Performance; No Default.**

The Company shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at such Closing and after giving effect to the issue and sale of the Notes (in the case of any Closing other than the Restatement Closing) (and the application of the proceeds thereof as contemplated by Section 5.14), no Default or Event of Default shall have occurred and be continuing.

#### **4.3. Compliance Certificates.**

(a) Officer's Certificate. The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of such Closing, certifying that the conditions specified in Sections 4.1, 4.2 and 4.9 have been fulfilled, in the form attached hereto as Exhibit 4.3(a).

(b) Secretary's Certificate. The Company shall have delivered to such Purchaser a certificate of its Secretary or an Assistant Secretary, dated the date of such Closing, certifying as to the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Notes and this Agreement, in the form attached hereto as Exhibit 4.3(b).

#### **4.4. Opinions of Counsel.**

Such Purchaser shall have received opinions in form and substance reasonably satisfactory to such Purchaser, dated the date of such Closing (a) from Proskauer Rose LLP, counsel for the Company, substantially in the form set forth in Exhibit 4.4(a) and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from Morgan, Lewis & Bockius LLP (or such other special counsel designated by Prudential), the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Exhibit 4.4(b) and covering such other matters incident to such transactions as such Purchaser may reasonably request.

#### **4.5. Purchase Permitted By Applicable Law, Etc.**

On the date of such Closing such Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof.

#### **4.6. Exchange of Original Notes; Sale of Other Notes.**

(a) Exchange of Original Notes. In the case of the Restatement Closing, each Original Purchaser shall have received, if requested, the replacement Notes to be delivered to such Original Purchaser pursuant to Section 1.3.

(b) Sale of Other Notes. In the case of any Closing (other than the Restatement Closing), contemporaneously with such Closing the Company shall sell to each other Purchaser and each other Purchaser shall purchase the Notes to be purchased by it at such Closing as specified in the applicable Confirmation of Acceptance.

#### **4.7. Payment of Fees.**

(a) Without limiting the provisions of Section 15.1, the Company shall have paid to Prudential and each Purchaser on or before such Closing any fees due it pursuant to or in connection with this Agreement, including any Structuring Fee due pursuant to Section 2.7(a) and any Delayed Delivery Fee due pursuant to Section 2.7(b); the Structuring Fee being due and payable on the date hereof.

(b) Without limiting the provisions of Section 15.1, the Company shall have paid on or before such Closing reasonable, documented and invoiced fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to such Closing.

#### **4.8. Private Placement Number.**

A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for such Notes.

#### **4.9. Changes in Corporate Structure.**

Following the date of the most recent financial statements referred to in Section 5.5, except as otherwise permitted pursuant to Section 10.2, the Company shall not have changed its jurisdiction of incorporation or organization, as applicable, and prior to the Restatement Closing, except as provided in Section 10.2, the Company shall not have been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity.

#### **4.10. Subsidiary Guarantees.**

Each Subsidiary Guarantor at the time of each Closing shall have delivered to Prudential a confirmation of subsidiary guarantee substantially in the form of Exhibit 4.10 hereto executed by each such Subsidiary Guarantor.

#### **4.11. Amendment and Restatement of Other Shelf Agreements.**

Prudential and each Original Purchaser shall have received executed copies of the New York Life Shelf Agreement and the MetLife Shelf Agreement, in each case, in form and substance satisfactory to Prudential and such Original Purchaser.

#### **4.12. Proceedings and Documents.**

All corporate authorizations by the Company required for the transactions contemplated by this Agreement and for the execution of all documents and instruments required to consummate such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

## 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Purchasers and the holders of the Notes recognize and acknowledge that the Company may supplement the following representations and warranties in this Section 5, including the Schedules related thereto, pursuant to a Request for Purchase; provided that no such supplement to any representation or warranty applicable to any particular Closing Day shall change or otherwise modify or be deemed or construed to change or otherwise modify any representation or warranty given on any other Closing Day or any determination of the falseness or inaccuracy thereof pursuant to Section 11(e). The Company represents and warrants to each Purchaser that:

### 5.1. Organization; Power and Authority.

The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation, where legally applicable, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts, to execute and deliver this Agreement and the Notes and to perform the provisions hereof and thereof.

### 5.2. Authorization, Etc.

This Agreement and the Notes have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof each Note will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

### 5.3. Disclosure.

This Agreement and the documents, certificates or other writings (including the financial statements described in Section 5.5 and the financial statements provided pursuant to the terms hereof) delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby (this Agreement and such documents, certificates or other writings and financial statements delivered to each Purchaser prior to the applicable Closing Day being referred to, collectively, as the "**Disclosure Documents**"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since the end of the most recent fiscal year for which audited financial statements have been furnished there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse

Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents. For the purposes of this Section 5.3, the Disclosure Documents shall be deemed to include all filings made with, or furnished to, the Securities and Exchange Commission by the Company pursuant to sections 13 or 15(d) of the Exchange Act, and the Company shall be deemed to have made delivery of any such Disclosure Document if it shall have timely made such Disclosure Document available on the Securities and Exchange Commission's Electronic Data Gathering Analysis, and Retrieval system, or its successor thereto ("EDGAR").

#### **5.4. Organization and Ownership of Shares of Subsidiaries; Affiliates.**

(a) Each Subsidiary is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where legally applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts.

(b) No Subsidiary is a party to, or otherwise subject to any Material legal, regulatory, contractual or other restriction (other than this Agreement, the agreements listed on Schedule 5.4, organizational documents of Subsidiaries that are joint ventures to the extent such documents restrict the ability of such Subsidiaries to pay dividends or make similar distributions, agreements governing Indebtedness of Subsidiaries that are joint ventures owed to the Company or any other lender provided the Company is the administrative agent (or equivalent role) thereunder to the extent such agreements restrict the ability of such Subsidiaries to pay dividends or make similar distributions, and customary limitations imposed by corporate law or similar statutes) restricting the ability of such Subsidiary to pay dividends out of profits or make any other similar distributions of profits to the Company or any of its Subsidiaries that owns outstanding shares of capital stock or similar equity interests of such Subsidiary.

#### **5.5. Financial Statements; Material Liabilities.**

The Company has delivered to each Original Purchaser and each Purchaser of any Accepted Notes the following financial statements identified by a principal financial officer of the Company: (i) consolidating and consolidated balance sheets of the Company and its consolidated Subsidiaries as at the last day of each of the three fiscal years of the Company most recently completed prior to the date as of which this representation is made or repeated to such Purchaser (other than fiscal years completed within 90 days prior to such date for which audited financial statements have not been released) and consolidating and consolidated statements of operations, cash flows and stockholders' equity of the Company and its consolidated Subsidiaries for each such year, all reported on by BDO Seidman, LLP and (ii) consolidating and consolidated balance sheets of the Company and its consolidated Subsidiaries as at the end of the quarterly period (if any) most recently completed prior to such date and after the end of such

fiscal year (other than quarterly periods completed within 45 days prior to such date for which financial statements have not been released) and the comparable quarterly period in the preceding fiscal year and consolidating and consolidated statements of operations, cash flows and stockholders' equity for the periods from the beginning of the fiscal years in which such quarterly periods are included to the end of such quarterly periods, prepared by the Company. All of said financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the consolidated results of their operations and cash flows for the respective periods indicated and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto). The Company shall be deemed to satisfy the delivery requirements of this Section 5.5 if the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as applicable, each prepared in accordance with the requirements therefor and filed with the Securities and Exchange Commission, are made available on EDGAR.

#### **5.6. Compliance with Laws, Other Instruments, Etc.**

The execution, delivery and performance by the Company of this Agreement and the Notes will not:

(a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, (i) the corporate charter or by-laws of the Company or any Subsidiary, or (ii) any Material indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other Material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected;

(b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary; or

(c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary,

except for any such contravention, breach, default, creation of a Lien, conflict or violation described in any of clauses (b), and (c) above which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

#### **5.7. Governmental Authorizations, Etc.**

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement or the Notes, except such filings as might be required to perfect any Liens granted to the holders of the Notes.

#### **5.8. Litigation; Observance of Agreements, Statutes and Orders.**

(a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority (i) with respect to any of the Financing Documents or any of the transactions contemplated hereby or thereby, or (ii) as to which (x) there is a reasonable likelihood of an adverse determination and (y) that, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including, without limitation, Environmental Laws or the USA Patriot Act) of any Governmental Authority, which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

#### **5.9. Taxes.**

The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which is not individually or in the aggregate Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP.

#### **5.10. Title to Property; Leases.**

Each of the Company and its Subsidiaries have good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary and used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

#### **5.11. Licenses, Permits, Etc.**

(a) The Company and its Subsidiaries own or possess in all material respects all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of others except for such conflicts as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) To the best knowledge of the Company, no product of the Company or any of its Subsidiaries infringes any license, permit, franchise, authorization, patent, copyright, proprietary software, service mark, trademark, trade name or other right owned by any other Person in any respect that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(c) To the best knowledge of the Company, there is no violation by any Person of any right of the Company or any of its Subsidiaries with respect to any patent, copyright, proprietary software, service mark, trademark, trade name or other right owned or used by the Company or any of its Subsidiaries that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

#### **5.12. Compliance with ERISA.**

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 430 or 436 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually or in the aggregate Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by an amount that could reasonably be expected to result in a Material Adverse Effect. The term "benefit liabilities" has the meaning specified in section 4001 of ERISA and the terms "current value" and "present value" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material or has otherwise been disclosed in the most recent audited financial statements.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds used to pay the purchase price of the Notes to be purchased by such Purchaser.

**5.13. Private Offering by the Company.**

Prior to such Closing Day, neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers and other Institutional Investors, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

**5.14. Use of Proceeds; Margin Regulations.**

The proceeds of the sale of the Original Notes were used as set forth in the applicable Request for Purchase (as defined in the Original Private Shelf Agreement or the Initial Private Shelf Agreement, as applicable). The Company will apply the proceeds of the sale of the Shelf Notes as set forth in the applicable Request for Purchase. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 5% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5% of the value of such assets. As used in this Section, the terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

**5.15. Existing Indebtedness.**

Neither the Company nor any of its Subsidiaries has outstanding any Indebtedness except as permitted by Section 10.6.

#### **5.16. Foreign Assets Control Regulations, Etc.**

(a) Neither the Company nor any Subsidiary (i) is a Blocked Person, (ii) has been notified that its name appears or may in the future appear on a State Sanctions List or (iii) is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Company nor any Subsidiary (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Company's knowledge, is under investigation by any Governmental Authority for possible violation of any U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Subsidiary, directly or, to the knowledge of the Company, indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any applicable U.S. Economic Sanctions Laws or (C) otherwise in violation of any applicable U.S. Economic Sanctions Laws;

(ii) will be used, directly or, to the knowledge of the Company, indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Company has implemented and maintains in effect policies and procedures designed to ensure that the Company and each Subsidiary is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

#### **5.17. Status under Certain Statutes.**

Neither the Company nor any Subsidiary is governed by the Investment Company Act of 1940, as amended, the ICC Termination Act of 1995, as amended, or the Federal Power Act, as amended.

### **5.18. Environmental Matters.**

(a) Neither the Company nor any Subsidiary has actual knowledge of any claim or has received any notice of any claim, and no proceeding has been instituted raising any claim against the Company or any of its Subsidiaries or any of their respective real properties now or formerly owned, leased or operated by any of them or other assets, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has actual knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from or occurring on real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them and has not disposed of any Hazardous Materials in a manner contrary to any Environmental Laws in each case in any manner that could reasonably be expected to result in a Material Adverse Effect; and

(d) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

### **5.19. Ranking of Obligations.**

The Company's payment obligations under this Agreement and the Notes will, upon issuance of the Notes, rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company.

## **6. REPRESENTATIONS OF THE PURCHASERS.**

### **6.1. Purchase for Investment.**

Each Purchaser severally represents that it is an "accredited investor" within the meaning of Regulation D under the Securities Act and that (a) in the case of any Purchaser (other than an Original Purchaser), it is purchasing the Notes purchased by it hereunder, and (b) in the case of an Original Purchaser, it purchased the Original Notes purchased by it under the Original Private Shelf Agreement or the Initial Private Shelf Agreement, as applicable, in each case, for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Purchaser's or such pension or trust fund's property shall at all times be within such Purchaser's or their control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to and has no intention to register the Notes.

## 6.2. Source of Funds.

At least one of the following statements was as of the date of the purchase of the applicable Original Notes an accurate representation as to each source of funds (a “**Source**”) used by such Original Purchaser to pay the entire purchase price of such Original Notes purchased by such Original Purchaser under the Original Private Shelf Agreement or the Initial Private Shelf Agreement, as applicable, and each Purchaser (other than an Original Purchaser) severally represents that at least one of the following statements is an accurate representation as to each Source to be used by such Purchaser to pay the entire purchase price of the Notes to be purchased by it hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“**PTE**”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the “**NAIC Annual Statement**”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part V of PTE 84-14 (the “**QPAM Exemption**”)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part V of the QPAM Exemption), no employee benefit plan’s assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section V(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM

(applying the definition of “control” in Section V(e) of the QPAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of Part IV(h) of PTE 96-23 (the “**INHAM Exemption**”)) managed by an “in-house asset manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in Part IV(d) of the INHAM Exemption) owns a 10% or more interest in the Company (as determined under Part IV(d) of the INHAM Exemption, as amended effective April 1, 2011) and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms “employee benefit plan,” “governmental plan,” and “separate account” shall have the respective meanings assigned to such terms in section 3 of ERISA.

## **7. INFORMATION AS TO COMPANY.**

### **7.1. Financial and Business Information.**

The Company shall deliver to Prudential and each holder of Notes that is an Institutional Investor:

(a) Quarterly Statements — promptly after the same are available and in any event within 45 days after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year) (or, to the extent the Company is a reporting company under the Securities Act, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q), duplicate copies of

(i) consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at the end of each such quarter, and

(ii) consolidated and consolidating statements of operations and of cash flows of the Company and its consolidated Subsidiaries for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding period in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto;

(b) **Annual Statements** — promptly after the same are available, and in any event within 90 days after the end of each fiscal year of the Company (or, to the extent the Company is a reporting company under the Securities Act, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K), duplicate copies of

(i) consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at the end of such year, and

(ii) consolidated and consolidating statements of operations and stockholders' equity and of cash flows of the Company and its consolidated Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by, in respect of such financial statements of the Company and its consolidated Subsidiaries:

(A) an opinion thereon of BDO Seidman, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Required Holders, which opinion shall not contain any qualification arising out of the scope of the audit and shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances,

(B) an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to Prudential and each holder of Notes that is an Institutional Investor, and

(C) a certificate of such accountants stating whether they obtained knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(c) SEC and Other Reports — promptly upon their becoming available, one copy of (i) each financial statement, report, circular, notice or proxy statement or similar document sent by the Company or any Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public securities holders generally, and (ii) each regular or periodic report, each registration statement (without exhibits except as expressly requested by such holder), and each prospectus and all amendments thereto filed by the Company or any Subsidiary with the Securities and Exchange Commission or any similar Governmental Authority or securities exchange and of all press releases and other statements made available generally by the Company or any Subsidiary to the public concerning developments that are Material;

(d) Notice of Default or Event of Default – promptly, and in any event within five Business Days after a Responsible Officer obtaining actual knowledge of the existence of any Default or Event of Default or that any applicable creditor has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 11(f), a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) Employee Benefit Matters – promptly, and in any event within fifteen days after a Responsible Officer obtaining actual knowledge of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect;

(f) Notices from Governmental Authority — promptly, and in any event within 30 days of receipt thereof, copies of any notice to the Company or any Subsidiary from any Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect;

(g) Material Adverse Effect — promptly, and in any event within five Business Days of a Responsible Officer obtaining actual knowledge of any development that results in, or could reasonably be expected to result in, a Material Adverse Effect, a written notice setting forth the nature thereof and the action, if any, that the Company proposes to take with respect thereto; and

(h) Requested Information — with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries or relating to the ability of the Company to perform its obligations hereunder and under the Notes as from time to time may be reasonably requested by any such holder of Notes, including information readily available to the Company explaining the Company's financial statements if such information has been requested by the SVO in order to assign or maintain a designation of the Notes.

The Company shall have satisfied the reporting obligations under clauses (a), (b) and (c) of this Section 7.1 if it shall have made the information required by such clauses available on EDGAR in accordance with the time periods specified in such clauses.

## **7.2. Officer's Certificate.**

Each set of financial statements delivered to Prudential or a holder of Notes pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth:

(a) Covenant Compliance — (i) the information required in order to establish whether the Company was in compliance with the requirements of Section 10.9 (including reasonably detailed calculations) and (ii) a certification by the Senior Financial Officer that the Company was in compliance with the requirements of Section 10.5(o), Section 10.6(a) and (b)(vi) and Section 10.7(g)(iii) during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, if requested, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence); and

(b) Event of Default — a statement that such Senior Financial Officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a reasonable and customary review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the quarterly or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

### **7.3. Visitation.**

The Company shall permit the representatives of each holder of Notes that is an Institutional Investor:

(a) No Default — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company during regular business hours, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; provided that each holder of Notes that is an Institutional Investor shall make reasonable efforts to coordinate any such visit with Prudential and any other holder of Notes that is an Institutional Investor such that each holder will attempt to conduct its visit during the same period of time as other holders conducting visits; and

(b) Default — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested.

### **7.4. Limitation on Disclosure Obligation.**

The Company shall not be required to disclose the following information pursuant to Section 7.1(c), 7.1(h) or 7.3:

(a) information that the Company determines after consultation with counsel qualified to advise on such matters that, notwithstanding the confidentiality requirements of Section 20, it would be prohibited from disclosing by applicable law or regulations without making public disclosure thereof; or

(b) information that, notwithstanding the confidentiality requirements of Section 20, the Company is prohibited from disclosing by the terms of an obligation of confidentiality contained in any agreement with any non-Affiliate binding upon the Company and not entered into in contemplation of this clause (b), provided that the Company shall use commercially reasonable efforts to obtain consent from the party in whose favor the obligation of confidentiality was made to permit the disclosure of the relevant information and provided further that the Company has received a written opinion of counsel confirming that disclosure of such information without consent from such other contractual party would constitute a breach of such agreement.

Promptly after a request therefor from any holder of Notes that is an Institutional Investor, the Company will provide such holder with a written opinion of counsel (which may be addressed to the Company) relied upon as to any requested information that the Company is prohibited from disclosing to such holder under circumstances described in this Section 7.4.

## **8. PAYMENT AND PREPAYMENT OF THE NOTES.**

### **8.1. Maturity.**

(a) Series 2010-A Notes. As provided therein, the entire principal balance of each Series 2010-A Note shall be due and payable on the maturity date thereof.

(b) Series 2012-A Notes. As provided therein, the entire principal balance of each Series 2012-A Note shall be due and payable on the maturity date thereof.

(c) Series 2012-B Notes. As provided therein, the entire principal balance of each Series 2012-B Note shall be due and payable on the maturity date thereof.

(d) Series 2014-A Notes. As provided therein, the entire principal balance of each Series 2014-A Note shall be due and payable on the maturity date thereof.

(e) Series 2017-A Notes. As provided therein, the entire principal balance of each Series 2017-A Note shall be due and payable on the maturity date thereof.

(f) Series 2018-A Notes. As provided therein, the entire principal balance of each Series 2018-A Note shall be due and payable on the maturity date thereof.

(g) Shelf Notes. Each Series of Shelf Notes shall be subject to required prepayments, if any, set forth in the Notes of such Series, provided that upon any partial prepayment of the Shelf Notes of any Series pursuant to Section 8.2, 8.7 or 8.8, the principal amount of each required prepayment of the Shelf Notes of such Series becoming due under this Section 8.1 on and after the date of such prepayment shall be reduced in the same proportion as the aggregate unpaid principal amount of the Shelf Notes of such Series is reduced as a result of such prepayment.

## **8.2. Optional Prepayments with Make-Whole Amount.**

The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, any Series of Notes, in a principal amount of (a) \$1,000,000 or any integral multiple of \$100,000 in excess thereof, in the case of Notes denominated in Dollars, (b) €1,000,000 or any integral multiple of €100,000 in excess thereof, in the case of Notes denominated in Euros, (c) £1,000,000 or any integral multiple of £100,000 in excess thereof, in the case of Notes denominated in British Pounds, and (d) A\$1,000,000 or any integral multiple of A\$100,000 in excess thereof, in the case of Notes denominated in Australian Dollars, in the case of a partial prepayment, at 100% of the principal amount so prepaid, and the Make-Whole Amount determined for the prepayment date with respect to such principal amount. The Company will give each holder of the Series of Notes to be prepaid written notice of each optional prepayment under this Section 8.2 not less than 30 days and not more than 60 days prior to the date fixed for such prepayment. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Series of Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.3), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, the Company shall deliver to each holder of the Series of Notes to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified prepayment date.

## **8.3. Allocation of Partial Prepayments.**

In the case of each partial prepayment of the Notes of any Series pursuant to Section 8.2, the principal amount of the Notes of such Series to be prepaid shall be allocated among all of the Notes of such Series at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

## **8.4. Maturity; Surrender; Etc.**

In the case of each prepayment of Notes of any Series pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

## **8.5. Purchase of Notes.**

The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment or prepayment of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

## 8.6. Make-Whole Amount.

The term “**Make-Whole Amount**” means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Note over the amount of such Called Principal, provided that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

“**Applicable Percentage**” means 0.50% (50 basis points).

“**Called Principal**” means, with respect to any Note, the principal of such Note that is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1.

“**Discounted Value**” means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

“**Implied Rate Australian Dollar Yield**” means, with respect to the Called Principal of any Note denominated in Australian Dollars, the yield to maturity implied by (i) the ask-side yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PXAU” on Bloomberg Financial Markets (or such other display as may replace “Page PXAU” on Bloomberg Financial Markets) for the actively traded benchmark Australian Government bonds having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields for such securities as determined by Recognized Australian Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice, and (b) interpolating linearly between (1) the actively traded benchmark Australian Government bonds with the maturity closest to and greater than the Remaining Average Life of such Called Principal, and (2) the actively traded benchmark Australian Government bonds with the maturity closest to and less than the Remaining Average Life of such Called Principal.

“**Implied Rate British Pound Yield**” means, with respect to the Called Principal of any Note denominated in British Pounds, the yield to maturity implied by (i) the ask-side yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated “Page PXUK” on Bloomberg Financial Markets (or such other display as may replace “Page PXUK” on Bloomberg Financial Markets) for actively traded gilt-edged securities having a maturity equal to

the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields as determined by Recognized British Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded gilt-edged security with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the actively traded gilt-edged security with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Implied Rate Dollar Yield”** means, with respect to the Called Principal of any Note denominated in Dollars, the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life.

**“Implied Rate Euro Yield”** means, with respect to the Called Principal of any Note denominated in Euros, the yield to maturity implied by (i) the ask-side yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PXGE” on Bloomberg Financial Markets (or such other display as may replace “Page PXGE” on Bloomberg Financial Markets) for the benchmark German Bund having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields as determined by Recognized German Bund Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the benchmark German Bund with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the benchmark German Bund with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Recognized Australian Government Bond Market Makers”** means two internationally recognized dealers of Australian Government bonds reasonably selected by Prudential.

**“Recognized British Government Bond Market Makers”** means two internationally recognized dealers of gilt edged securities reasonably selected by Prudential.

**“Recognized German Bund Market Makers”** means two internationally recognized dealers of German Bunds reasonably selected by Prudential.

**“Reinvestment Yield”** means, with respect to the Called Principal of any Note denominated in (i) Dollars, the Applicable Percentage plus the Implied Rate Dollar Yield, (ii) Euros, the Applicable Percentage plus the Implied Rate Euro Yield, (iii) British Pounds, the Applicable Percentage plus the Implied Rate British Pound Yield, and (iv) Australian Dollars, the Applicable Percentage plus the Implied Rate Australian Dollar Yield. The Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Note.

**“Remaining Average Life”** means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

**“Remaining Scheduled Payments”** means, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, provided that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2, Section 8.7, Section 8.8 or Section 12.1.

**“Settlement Date”** means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

#### **8.7. Prepayment on a Change in Control.**

(a) The Company shall, promptly upon any Responsible Officer obtaining actual knowledge of the occurrence of a Change in Control, give written notice of such fact (the **“Company Notice”**) to all holders of the Notes. The Company Notice shall (i) describe the facts and circumstances of such Change in Control in reasonable detail, (ii) refer to this Section 8.7 and the rights of the holders hereunder and state that a Change in Control has occurred, (iii) contain an offer by the Company to prepay the

entire unpaid principal amount of Notes held by each holder, together with interest thereon to the prepayment date selected by the Company with respect to each Note, plus the Make-Whole Amount with respect thereto, which prepayment shall be on a date specified in the Company Notice and which date shall be a Business Day not less than 30 days and not more than 45 days after such Company Notice is given, (iv) request each holder to notify the Company in writing by a stated date (the “**Change in Control Response Date**”), which date is not less than 30 days after such holder’s receipt of the Company Notice, of its acceptance or rejection of such prepayment offer and (v) be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such Company Notice were the date of the prepayment), setting forth the details of such computation. If a holder does not notify the Company as provided above, then the holder shall be deemed to have accepted such offer.

(b) Two Business Days prior to the prepayment date specified in the Company Notice, the Company shall deliver to each holder of Notes to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the prepayment date.

(c) On the prepayment date specified in the Company Notice, the entire unpaid principal amount of the Notes held by each holder of Notes who has accepted such prepayment offer (in accordance with paragraph (a) above), together with interest thereon to the prepayment date with respect to each such Note and the Make-Whole Amount with respect thereto shall become due and payable.

#### **8.8. Prepayment in Connection with a Disposition.**

(a) If the Company elects to prepay the Notes pursuant to Section 10.7 in connection with any Disposition, the Company shall give written notice of such prepayment (a “**Disposition Prepayment Notice**”) to each holder of a Note, which Disposition Prepayment Notice shall (i) describe the facts and circumstances of such Disposition in reasonable detail, (ii) refer to this Section 8.8 and the rights of the holders of Notes hereunder, (iii) identify a date, which shall be no more than 60 days and not less than 5 Business Days after the date of the Disposition Prepayment Notice, on which the Company shall prepay the Pro Rata Portion of the unpaid principal amount of the Notes issued by the Company and held by such holder, together with interest thereon to the prepayment date and Make-Whole Amount, if any (showing in such Disposition Prepayment Notice the amount of the prepayment, the interest and an estimate of the Make-Whole Amount which would be paid on such prepayment date (calculated as if the date of such Disposition Prepayment Notice was the date of prepayment)).

(b) On the prepayment date specified in the Disposition Prepayment Notice, the appropriate portion of unpaid principal amount of the Notes held by each holder of a Note, together with the accrued and unpaid interest thereon to the prepayment date and the Make-Whole Amount, if any, shall become due and payable.

## **9. AFFIRMATIVE COVENANTS.**

The Company covenants that during the Issuance Period and so long thereafter as any of the Notes are outstanding:

### **9.1. Compliance with Law.**

Without limiting Section 10.4, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations of any Governmental Authority to which each of them is subject, including, without limitation, ERISA, the USA Patriot Act and Environmental Laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

### **9.2. Insurance.**

The Company will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities engaged in the same or a similar business and similarly situated.

### **9.3. Maintenance of Properties.**

The Company will, and will cause each of its Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties necessary in the operation of their business in good repair, working order and condition (other than ordinary wear and tear), provided that this Section shall not prevent the Company or any Subsidiary from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and such discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

### **9.4. Payment of Taxes and Claims.**

The Company will, and will cause each of its Subsidiaries to, file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and payable and before they have become delinquent and all claims for which sums have become due and payable which, if unpaid, would by law (without satisfaction of any other conditions) become a Lien on properties or assets of the Company or any Subsidiary (other than Liens permitted under Section 10.5), provided that neither the Company nor any Subsidiary need pay any such tax, assessment, charge or levy if (i) the amount, applicability or validity thereof is

contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary or (ii) the nonpayment of all such taxes, assessments, charges and levies in the aggregate could not reasonably be expected to have a Material Adverse Effect.

#### **9.5. Corporate Existence, Etc.**

Subject to Section 10.2, the Company will at all times preserve and keep in full force and effect its corporate existence. Subject to Sections 10.2 and 10.7, the Company will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless merged into the Company or a Wholly-Owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

#### **9.6. Books and Records.**

The Company will, and will cause each of its Subsidiaries to, maintain, in all material respects, proper books of record and account in conformity with GAAP and all material applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be.

#### **9.7. Priority of Obligations.**

The Company will ensure that its payment obligations under this Agreement and the Notes will at all times rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company.

#### **9.8. Subsidiary Guarantees.**

(a) The Company shall promptly cause each Additional Subsidiary Guarantor to execute and deliver a Subsidiary Guarantee substantially in the form of Exhibit 9.8 hereto (with such modifications as may be required to reflect the legal requirements of the jurisdiction of incorporation of the relevant Subsidiary, including any modifications necessary to make the obligations of such guarantee agreement *pari passu* with the other unsecured and unsubordinated Indebtedness of such Subsidiary) or otherwise in form and substance reasonably satisfactory to the Required Holders.

(b) The Company may, from time to time at its discretion and upon written notice from the Company to the holders of Notes, cause any of its Subsidiaries which are not otherwise Subsidiary Guarantors pursuant to Section 9.8(a) to enter into a Subsidiary Guarantee substantially in the form of Exhibit 9.8 hereto (with such modifications as may be required to reflect the legal requirements of the jurisdiction of incorporation of the relevant Subsidiary, including any modifications necessary to make the obligations of such guarantee agreement *pari passu* with the other unsecured and unsubordinated Indebtedness of such Subsidiary) or otherwise in form and substance reasonably satisfactory to the Required Holders (an “**Optional Subsidiary Guarantee**”). A Subsidiary that enters into an Optional Subsidiary Guarantee shall be referred to as an “**Optional Subsidiary Guarantor**”.

(c) The delivery of a Subsidiary Guarantee by any Subsidiary Guarantor shall be accompanied by the following:

- (i) an Officer's Certificate from such Subsidiary Guarantor confirming that (A) the representations and warranties of such Subsidiary Guarantor contained in such Subsidiary Guarantee are true and correct in all material respects, and (B) the guarantee provided under the Subsidiary Guarantee would not cause any borrowing, guaranteeing or similar limit binding on the Subsidiary Guarantor to be exceeded;
- (ii) copies of the articles of association or certificate or articles of incorporation, and all other constitutive documents, of such Subsidiary Guarantor, resolutions of the board of directors (and, where applicable, the shareholders) of such Subsidiary Guarantor authorizing its execution and delivery of such Subsidiary Guarantee and the transactions contemplated thereby, and specimen signatures of authorized officers of such Subsidiary Guarantor (in each case, certified as correct and complete copies by the secretary or an assistant secretary (or an equivalent officer) of such Subsidiary Guarantor); and
- (iii) a legal opinion, reasonably satisfactory in form, scope and substance to the Required Holders, of independent legal counsel to the effect that, subject to customary qualifications and assumptions, (1) such Subsidiary Guarantor is duly and validly organized and existing under the laws of its jurisdiction of organization and (if applicable in such jurisdiction) is in good standing, (2) such Subsidiary Guarantee has been duly authorized, executed and delivered by such Subsidiary Guarantor, and (3) such Subsidiary Guarantee is enforceable in accordance with its terms.

An original executed counterpart of each such Subsidiary Guarantee shall be delivered to each holder of Notes promptly after the execution thereof.

(d) In the event that an Additional Subsidiary Guarantor at any time ceases to guarantee the obligations of the Company or other Group members under any Principal Credit Facility and is no longer a borrower or other obligor under any Principal Credit Facility, the Company may upon written notice to the holders of the Notes referring to this Section 9.8(d), which notices shall be accompanied by an Officer's Certificate certifying as to the matters set forth in clauses (i) and (ii) below, terminate the Subsidiary Guarantee issued by such Additional Subsidiary Guarantor with effect from the date of such notice so long as (i) no Default or Event of Default shall have occurred and then be continuing or shall result therefrom (including, without limitation, an Event of Default arising from a breach of Section 10.6 following the termination of such Subsidiary Guarantee), and (ii) no payment by such Subsidiary Guarantor is due under such Subsidiary Guarantor's Subsidiary Guarantee.

(e) The Company may further, from time to time at its sole discretion and upon written notice to the holders of the Notes referring to this Section 9.8(e), which shall be accompanied by an Officer's Certificate certifying as to the matters set forth in sub-paragraphs (i) and (ii) below, terminate an Optional Subsidiary Guarantee issued by an Optional Subsidiary Guarantor with effect from the date of such notice so long as (i) no Default or Event of Default shall have occurred and then be continuing or shall result therefrom (including, without limitation, an Event of Default arising from a breach of Section 10.6 following the termination of such Optional Subsidiary Guarantee) and (ii) no payment by such Optional Subsidiary Guarantor is due under such Optional Subsidiary Guarantor's Optional Subsidiary Guarantee.

## **10. NEGATIVE COVENANTS.**

The Company covenants that during the Issuance Period and so long thereafter as any of the Notes are outstanding:

### **10.1. Transactions with Affiliates.**

The Company will not, and will not permit any Subsidiary to, enter into directly or indirectly any transaction or group of related transactions (including, without limitation, the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate of the Company, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Company or such Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Company and any of its Subsidiaries or between any of its Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Company and its Subsidiaries, (c) transactions effected as part of a Receivables Transaction, (d) compensation arrangements of officers and other employees of the Company and its Subsidiaries entered into in the ordinary course of business, (e) those transactions existing on the date of this Agreement and set forth on Schedule 10.1 or (f) transactions or entry into agreements between the Company and/or its Subsidiaries and Spinco and/or its Subsidiaries in contemplation of or to effectuate the Spin Off.

### **10.2. Merger, Consolidation, Etc.**

(a) Except as might otherwise be permitted under Section 10.7, Section 10.2(b)(v) or Section 10.2(b)(vi), the Company will not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

- (i) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation or limited liability company organized and existing under the laws of the United States or any State thereof (including the District of Columbia), and, if the Company is not such corporation or limited liability company, (i) such corporation or

limited liability company shall have executed and delivered to each holder of any Notes its assumption of the due and punctual performance and observance of each covenant and condition of this Agreement and the Notes and (ii) such corporation or limited liability company shall have caused to be delivered to each holder of any Notes an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof; and

- (ii) immediately before and immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

No such conveyance, transfer or lease of substantially all of the assets of the Company shall have the effect of releasing the Company or any successor corporation or limited liability company that shall theretofore have become such in the manner prescribed in this Section 10.2(a) from its liability under this Agreement or the Notes.

(b) Except as might otherwise be permitted under Section 10.7, the Company will not permit any Subsidiary to liquidate, wind up or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

- (i) any Subsidiary may merge with (x) the Company, provided that the Company shall be the continuing or surviving Person, or (y) any one or more Subsidiaries, provided that (A) when any Wholly-Owned Subsidiary is merging with another Subsidiary, such Wholly-Owned Subsidiary shall be the continuing or surviving Person, (B) when any Foreign Subsidiary is merging with a Domestic Subsidiary, such Domestic Subsidiary shall be the continuing or surviving Person and (C) when any Subsidiary is merging with a Subsidiary Guarantor, such Subsidiary Guarantor shall be the continuing or surviving Person;
- (ii) (x) any Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Company or to a Domestic Subsidiary; provided that if the transferor in such a transaction is a Wholly-Owned Subsidiary, then the transferee must also be a Wholly-Owned Subsidiary; and (y) any Foreign Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Subsidiary;
- (iii) any Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Subsidiary;

- (iv) “inactive” or “shell” Subsidiaries (i.e., a Person that is not engaged in any business and that has total assets of \$2,000,000 or less) may be dissolved or otherwise liquidated, provided that (x) all of the assets and properties of any such Subsidiaries are transferred to the Company or another Subsidiary upon dissolution or liquidation and (y) the aggregate total assets of all Subsidiaries permitted to be dissolved or otherwise liquidated under this clause (iv) shall not exceed \$40,000,000;
- (v) the Company or any Subsidiary may contribute, distribute or otherwise transfer (in one or more transactions) all or any portion of the Animal Health Business to Spinco or to its Subsidiaries;
- (vi) the Company or any Subsidiary may effectuate the Spin Off; and
- (vii) Spinco may pay one or more dividends to the Company in connection with the Spin Off.

**10.3. Line of Business.**

The Company will not, and will not permit any Subsidiary to, engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement.

**10.4. Terrorism Sanctions Regulations.**

The Company will not, and will not permit any Subsidiary to, (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or, to the knowledge of the Company after due inquiry, indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any holder or any affiliate of such holder to be in violation of, or subject to sanctions under, any U.S. Economic Sanctions Laws applicable to such holder, or (ii) is prohibited by or subject to sanctions under any applicable U.S. Economic Sanctions Laws.

**10.5. Liens.**

The Company will not, and will not permit any Subsidiary to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

- (a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Company or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Company and its Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of Capital Leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the principal amount of the Indebtedness secured thereby does not exceed the fair market value of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to Section 10.6(a);

(h) Liens securing the obligations of the Company under this Agreement and the Notes and/or the obligations of any Subsidiary Guarantor under its Subsidiary Guarantee;

(i) Liens granted by any Subsidiary in favor of the Company;

(j) judgment Liens securing judgments and other court proceedings not constituting an Event of Default under Section 11(i);

(k) any Lien on any property of the Company or any Subsidiary existing on the Restatement Date and set forth on Schedule 10.5 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Company or any Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(l) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary or any extension, renewal or refinancing thereof; 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 or assets of the Company or any Subsidiary, (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 (iv) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments;

(n) Liens which secure obligations or Indebtedness of the Company or any of its Subsidiaries under or in connection with (A) the Principal Credit Facility or (B) a private shelf agreement or note purchase agreement (however designated or styled), including, without limitation, the MetLife Shelf Agreement and the New York Life Shelf Agreement; *provided, that* the Notes and the Company's obligations under this Agreement and any Subsidiary Guarantor's obligations under its Subsidiary Guarantee are also concurrently equally and ratably secured pursuant to documentation in form and substance reasonably satisfactory to the Required Holders (including, but not limited to, documentation such as security agreements and other necessary or desirable collateral agreements, an intercreditor agreement and opinions of independent legal counsel);

(o) Liens (not otherwise permitted hereunder) which secure obligations or Indebtedness of the Company or any of its Subsidiaries; provided that any obligation or Indebtedness secured pursuant to this Section 10.5(o) shall not at the most recent date on which any such obligation or Indebtedness was incurred exceed the greater of (x) \$400,000,000 or (y) 10% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; provided further that neither the Company nor any of its Subsidiaries will secure any amounts owed or outstanding under the Principal Credit Facility or any private shelf agreement or note purchase agreement (however designated or styled), including, without limitation, the MetLife Shelf Agreement and the New York Life Shelf Agreement, pursuant to this clause (o);

(p) Liens granted by any Subsidiary of the Company that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Subsidiary; or

(q) Liens securing Indebtedness permitted by Section 10.6(b)(ix); provided that such Liens shall extend solely to the property, assets and revenues of Spinco and its Subsidiaries.

#### **10.6. Indebtedness.**

The Company will not, and will not permit any Subsidiary to, create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to a Receivables Transaction that is (i) nonrecourse with respect to the Company and its Subsidiaries (other than any Receivables Subsidiary and to any Equity Interests of such Receivables Subsidiary (and the proceeds thereof)) and (ii) in an aggregate principal amount at the most recent date on which any such Indebtedness is incurred not exceeding 15% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; or

(b) any Indebtedness of any of the Subsidiaries other than:

- (i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under Section 10.6(a);
- (ii) any Indebtedness of any Subsidiary existing on the Restatement Date and set forth on Schedule 10.6 and any refinancing thereof; provided that the then outstanding principal amount thereof is not increased and the weighted average maturity thereof is not decreased;
- (iii) any Indebtedness of any Subsidiary which is a Subsidiary Guarantor, so long as such Subsidiary has complied with the requirements of Section 9.8 in respect of its Subsidiary Guarantee;
- (iv) any Indebtedness of any Subsidiary owed to the Company or any other Subsidiary; provided that any such Indebtedness of a Subsidiary Guarantor shall only be permitted pursuant to this Section 10.6(b)(iv) to the extent owed to the Company or another Subsidiary Guarantor;

- (v) any Indebtedness arising in respect of Capital Leases or purchase money obligations incurred in accordance with Section 10.5(f);
- (vi) any other Indebtedness of Subsidiaries; provided that such Indebtedness shall not at the most recent date on which any such Indebtedness was incurred exceed the greater of (x) \$600,000,000 or (y) 10% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date;
- (vii) Indebtedness of any Subsidiary of the Company in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business;
- (viii) any Guarantee Obligation of the Company in respect of Indebtedness incurred by any Subsidiary under clause (vii) hereof up to an aggregate principal amount not to exceed \$300,000,000 at any time outstanding; and
- (ix) any Indebtedness incurred by Spinco or its Subsidiaries, provided that (w) such Indebtedness is incurred in contemplation of the consummation of the Spin Off (whether substantially simultaneously with, or in the reasonable judgment of the Company, within a reasonable time period prior to the Spin Off) or following the Spin Off and the proceeds of which are used, among other things, for the purpose of making dividends to the Company, (x) such Indebtedness is not guaranteed, directly or indirectly, by the Company or any of its Subsidiaries (other than Spinco and its Subsidiaries), (y) such Indebtedness shall be promptly repaid in the event that a Spin Off Termination occurs and (z) no Default or Event of Default shall have occurred and be continuing.

#### **10.7. Dispositions**

The Company will not, and will not permit any Subsidiary to, make any Disposition or enter into any agreement to make any Disposition, except:

- (a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;
- (b) Dispositions of inventory and cash equivalents in the ordinary course of business;
- (c) Dispositions of property by any Subsidiary to the Company or to any other Subsidiary; provided that any such Disposition by a Subsidiary Guarantor shall only be permitted pursuant to this Section 10.7(c) to the extent made to another Subsidiary Guarantor;

(d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 10.6(a);

(e) the nonexclusive license of intellectual property of the Company or any of its Subsidiaries to third parties in the ordinary course of business;

(f) without limitation to clause (a), the Company and its Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange are used (or contractually committed to be used) to acquire (and result within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value; and

(g) other Dispositions where:

(i) in the good faith opinion of the Company, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Company or the applicable Subsidiary, as the case may be;

(ii) immediately after giving effect to such Disposition, no Event of Default would exist; and

(iii) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any four fiscal quarter period of the Company plus the Fair Market Value of any other property Disposed of during such four quarter period does not equal or exceed 20% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company;

provided that for purposes of clause (g)(iii) above there shall be excluded from any determination of the Fair Market Value or consideration receivable of property or assets disposed of in a Disposition if and to the extent that an amount equal to the net proceeds realized upon such Disposition are within 90 days after the consummation of such Disposition, applied by the Company to prepay or repay Indebtedness that ranks at least pari passu with the Notes or the Subsidiary Guarantees (other than Indebtedness owing to the Company, any Subsidiary or any Affiliate of the Company) so long as in connection with any such payment or prepayment of such Indebtedness, the Company shall, on or before the date of such payment or prepayment, prepay a Pro Rata Portion of each Note then outstanding as provided in Section 8.8; and

(h) the Dispositions of the Company or any Subsidiary to effectuate the Spin Off.

### 10.8. ERISA.

The Company will not, and will not permit any Subsidiary to, engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to:

- (a) engage in any non-exempt “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code);
- (b) fail to comply with ERISA or any other applicable Laws; or
- (c) incur any material “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA),

which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

### 10.9. Financial Covenants.

The Company will not permit the Consolidated Leverage Ratio to exceed 3.25 to 1.0 for the four fiscal quarters of the Company then last ended (in each case taken as one accounting period) as of the last day of each fiscal quarter; provided that, to the extent the Company consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding \$150,000,000 (each, a “**Material Acquisition**”), the Company may elect, upon written notice to Prudential and each holder of a Note that is an Institutional Investor, which notice shall be provided no later than the last Business Day of the fiscal quarter in which the relevant Material Acquisition is consummated, to increase the maximum Consolidated Leverage Ratio permitted by this Section 10.9 to 3.75 to 1.0 for the fiscal quarter in which such Material Acquisition is consummated and the three consecutive fiscal quarters of the Company following such Material Acquisition (each, a “**Four Quarter Period**”) (retroactive to the first day of such Four Quarter Period), and the interest rate applicable to the Notes shall increase by 0.50% during the period from (and retroactive to) the first day of such Four Quarter Period until the earlier of (i) the last day of such fiscal quarter at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company then ended did not exceed 3.25 to 1.0 (retroactive to such date) and (ii) the last day of such Four Quarter Period (each, a “**Covenant Reset Date**”) (such increase, the “**Acquisition Spike**”); provided further that, the maximum Consolidated Leverage Ratio may be increased to 3.75 to 1.0 for a Four Quarter Period in connection with a Material Acquisition no more than three times after the Original Closing Date. For the avoidance of doubt, the Consolidated Leverage Ratio may not exceed 3.25 to 1.0 for the four fiscal quarters of the Company then last ended (in each case taken as one accounting period) as of the last day of each fiscal quarter that ends after a Covenant Reset Date during a Four Quarter Period. If the Consolidated Leverage Ratio is increased for a Four Quarter Period pursuant to the preceding sentence, no corresponding increase in the Consolidated Leverage Ratio with respect to a subsequent Material Acquisition may occur until the completion of at least one full fiscal quarter following the last day of such Four Quarter Period.

### 10.10. Covenants Relating to the Spin Off.

- (a) The Company shall (i) promptly notify Prudential and each holder of Notes that is an Institutional Investor of the public filing of all material transaction documents (including any filings on Form S-1, Form S-11, Form 10 or Form 11 (or any such equivalent form)) relating to the Spin Off and (ii) upon consummation of the Spin Off, shall deliver to Prudential and each holder of Notes an officer’s certificate

certifying as to (i) the accuracy of the representations and warranties set forth in Section 5 (except with respect to Section 5.8, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to Prudential and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date of such officer's certificate) and (B) the absence of any Default or Event of Default.

(b) The Company will not, and will not permit any of its Subsidiaries (other than Subsidiaries of Spinco) to, contribute to Spinco or any of its Subsidiaries any assets (including cash) other than as contemplated by the Spinco Contribution and Distribution Agreement.

(c) The Company will not, and will not permit any of its Subsidiaries to, amend or otherwise modify the Spinco Contribution and Distribution Agreement in any material respect without the prior written consent of the Required Holders, except for amendments or modifications that are not materially adverse to the holders of the Notes or that could not reasonably be expected to result in a Material Adverse Effect.

## 11. EVENTS OF DEFAULT.

An "**Event of Default**" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of any principal or Make-Whole Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable; or

(c) the Company defaults in the performance of or compliance with any term contained in Section 7.1(d), (e), (g) or (h), Section 9.8 or Section 10; or

(d) (i) the Company shall default in the observance or performance of any covenant contained in Section 7.1(a) or (b), and such default shall continue unremedied for a period of 10 days; or (ii) the Company shall default in the observance or performance of any other agreement contained in this Agreement or the Notes (other than as provided above in this Section 11), and such default described in this clause (d)(ii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (d)(ii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period, and (z) the Company is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised the holders of Notes as to the remedy thereof, the first 30-day period referred to in this clause (d)(ii) shall be extended for an additional 30-day period but only so long as (A) the Company continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect; or

(e) any representation or warranty made in writing by the Company or by any officer of the Company in this Agreement or in any writing delivered pursuant to this Agreement proves to have been false or incorrect in any material respect on the date as of which made; or

(f) (i) the Company or any Subsidiary is in default (as principal or as guarantor or other surety) in the payment of any principal of or premium or make-whole amount or interest on any Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) that is outstanding in an aggregate principal amount of at least \$200,000,000 beyond any period of grace provided with respect thereto, or (ii) the Company or any Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) in an aggregate outstanding principal amount of at least \$200,000,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Indebtedness to convert such Indebtedness into equity interests), (x) the Company or any Subsidiary has become obligated to purchase or repay Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount of at least \$200,000,000, or (y) one or more Persons have the right to require the Company or any Subsidiary so to purchase or repay such Indebtedness; or

(g) the Company or any Significant Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing; or

(h) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Significant Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the

Company or any of its Significant Subsidiaries, or any such petition shall be filed against the Company or any of its Significant Subsidiaries and such petition shall not be dismissed within 60 days (provided that if at any time after the date of this Agreement the Principal Credit Facility provides for a time period greater than 60 days but less than or equal to 120 days, then such time period therein shall be deemed incorporated herein); or

(i) a final judgment or judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money aggregating in excess of \$200,000,000 are rendered against one or more of the Company and its Subsidiaries and which judgments are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay (provided that if at any time after the date of this Agreement the Principal Credit Facility provides for a time period greater than 60 days but less than or equal to 120 days, then such time period therein shall be deemed incorporated herein); or

(j) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (iii) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, shall exceed the aggregate permitted amount specified in any event of default relating to ERISA or other similar laws or regulations concerning benefit plans contained in the Principal Credit Facility, (iv) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or (v) the Company or any Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any Subsidiary thereunder; and any such event or events described in clauses (i) through (v) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect; or

(k) (i) any default shall occur under any Subsidiary Guarantee or any Subsidiary Guarantee shall cease to be in full force and effect for any reason whatsoever (except as otherwise permitted hereunder and under such Subsidiary Guarantee), including, without limitation, a determination by any Governmental Authority that such Subsidiary Guarantee is invalid, void or unenforceable or (ii) the Company or any Subsidiary Guarantor shall contest or deny in writing the validity or enforceability of any Subsidiary Guarantor's obligations under its Subsidiary Guarantee.

As used in Section 11(j), the terms “employee benefit plan” and “employee welfare benefit plan” shall have the respective meanings assigned to such terms in section 3 of ERISA.

## **12. REMEDIES ON DEFAULT, ETC.**

### **12.1. Acceleration.**

(a) If an Event of Default with respect to the Company described in Section 11(g) or (h) (other than an Event of Default described in clause (i) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (i) of Section 11(g)) has occurred, all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, the Required Holders may at any time at their option, by notice or notices to the Company, declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) or (b) has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, without limitation, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

### **12.2. Other Remedies.**

If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

### **12.3. Rescission.**

At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the Required Holders, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and Make-Whole Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and Make-Whole Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts that have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

### **12.4. No Waivers or Election of Remedies, Expenses, Etc.**

No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

## **13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.**

### **13.1. Registration of Notes.**

The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

### **13.2. Transfer and Exchange of Notes.**

Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18) for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other details for

notices of each transferee of such Note or part thereof) within ten Business Days thereafter the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) of the same Series as such surrendered Note in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of (a) Exhibit 1.3(a), in the case of a Series 2010-A Note, (b) Exhibit 1.3(b), in the case of a Series 2012-A Note, (c) Exhibit 1.3(c), in the case of a Series 2012-B Note, (d) Exhibit 1.3(d), in the case of a Series 2014-A Note, (e) Exhibit 1.3(e), in the case of a Series 2017-A Note, (f) Exhibit 1.3(f), in the case of a Series 2018-A Note, or (g) Exhibit 1.4, in the case of a Shelf Note. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than \$100,000, in the case of Notes denominated in Dollars, €100,000, in the case of Notes denominated in Euros, £100,000, in the case of Notes denominated in British Pounds, or A\$100,000, in the case of Notes denominated in Australian Dollars; *provided* that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than \$100,000, €100,000, £100,000 or A\$100,000, respectively. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2.

### **13.3. Replacement of Notes.**

Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least \$50,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter the Company at its own expense shall execute and deliver, in lieu thereof, a new Note of the same Series as such lost, stolen, destroyed or mutilated Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

## **14. PAYMENTS ON NOTES.**

### **14.1. Place of Payment.**

Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Notes shall be made in New York, New York, at the principal office of JPMorgan Chase Bank, N.A. in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

### **14.2. Home Office Payment.**

So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, and interest and all other amounts by the method and at the address specified for such purpose below such Purchaser's name in Schedule A (in the case of Series 2010-A Notes, Series 2012-A Notes, Series 2012-B Notes, Series 2014-A Notes, Series 2017-A Notes or Series 2018-A Notes) or as specified in such Purchaser's Confirmation of Acceptance (in the case of a Shelf Note), or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

## **15. EXPENSES, ETC.**

### **15.1. Transaction Expenses.**

Whether or not the transactions contemplated hereby are consummated, the Company will pay all reasonable and invoiced costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by Prudential, the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement or the Notes (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any

work-out or restructuring of the transactions contemplated hereby and by the Notes and (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO, provided that such costs and expenses under this clause (c) shall not exceed \$3,000 per Series of Notes. The Company will pay, and will save Prudential, each Purchaser and each other holder of a Note harmless from, all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes). On the date hereof, the Company shall have paid the reasonable, documented and invoiced fees and disbursements of Prudential's special counsel, Morgan, Lewis & Bockius LLP, as evidenced by a statement of such counsel rendered to the Company at least one Business Day prior to the date hereof.

#### **15.2. Survival.**

The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, and the termination of this Agreement.

### **16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.**

All representations and warranties contained herein, whether made on or prior to the Restatement Date, shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

### **17. AMENDMENT AND WAIVER.**

#### **17.1. Requirements.**

This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 21, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, (b) (i) with the written consent of Prudential (and without the consent of any other holder of Notes), the provisions of Section 1.4 or 2 may be amended or waived (except insofar as any such amendment or waiver would affect any rights or obligations with respect to the purchase and sale of Notes which shall have become Accepted Notes prior to such amendment or waiver), and (ii) with the written consent of all of the Purchasers which shall have become obligated to purchase Accepted Notes of any Series (and not without the written consent of all such Purchasers), any of the provisions of Sections 2.2 and 4 may be amended or waived insofar as such amendment or

waiver would affect only rights or obligations with respect to the purchase and sale of the Accepted Notes of such Series or the terms and provisions of such Accepted Notes and (c) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest or of the Make-Whole Amount on, the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (iii) amend Section 8, 11(a), 11(b), 12, 17 or 20.

### **17.2. Solicitation of Holders of Notes.**

(a) Solicitation. The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes, unless such proposed amendment, waiver or consent relates only to a specific Series of Accepted Notes which have not yet been purchased, in which case such information will only be required to be delivered to the Purchasers which shall have become obligated to purchase Accepted Notes of such Series. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) Payment. The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof or of any Note unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

### **17.3. Binding Effect, Etc.**

Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note.

#### **17.4. Notes Held by Company, Etc.**

Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or in the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

#### **18. NOTICES.**

All notices and communications provided for hereunder shall be in writing and sent (a) by fax or e-mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (b) by registered or certified mail with return receipt (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to a Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule A (in the case of the Series 2010-A Notes, the Series 2012-A Notes, the Series 2012-B Notes, the Series 2014-A Notes, the Series 2017-A Notes or the Series 2018-A Notes) or as specified by such Purchaser in its Confirmation of Acceptance (in the case of Shelf Notes), or at such other address as such Purchaser or nominee shall have specified to the Company in writing,

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing, or

(iii) if to the Company, to the Company at 135 Duryea Road, Melville, New York 11747, Attention: Treasurer, E-mail: michael.amodio@henryschein.com, Phone No: (631) 843-5000, Fax No: (631) 843-9314; with a copy to 135 Duryea Road – Mail Stop E-365, Melville, New York 11747, Attention: General Counsel, E-mail: michael.ettinger@henryschein.com, Phone No: (631) 843-5989, Fax No: (631) 843-5660, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Section 18 will be deemed given only when actually received.

Notwithstanding anything to the contrary in this Section 18, any communication pursuant to Section 2 shall be made by the method specified for such communication in Section 2, and shall be effective to create any rights or obligations under this Agreement only if, in the case of a telephone communication, an Authorized Officer of the party conveying the information and of the party receiving the information are parties to the telephone call, and in the case of a fax or e-mail communication, the communication is signed by an Authorized Officer of the party conveying the information, addressed to the attention of an Authorized Officer of the party receiving the information, and in fact received, with respect to a fax, at the fax terminal the

number of which is listed for the party receiving the communication in the Information Schedule or at such other fax terminal as the party receiving the information shall have specified in writing to the party sending such information, and in the case of an e-mail, at the e-mail address listed for the party receiving the communication in the Information Schedule or at such other email address as the party receiving the information shall have specified in writing to the party sending such information.

#### **19. REPRODUCTION OF DOCUMENTS.**

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at any Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

#### **20. CONFIDENTIAL INFORMATION.**

For the purposes of this Section 20, “**Confidential Information**” means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement (or any related document, certificate or agreement) that is proprietary or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such

Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's Notes and this Agreement. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

## **21. SUBSTITUTION OF PURCHASER.**

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the Notes that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the Notes then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

## **22. MISCELLANEOUS.**

### **22.1. Successors and Assigns.**

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

## 22.2. Payments Due on Non-Business Days.

Anything in this Agreement or the Notes to the contrary notwithstanding (but without limiting the requirement in Section 8.4 that notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that, if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

## 22.3. Accounting Terms and Covenant Calculations.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, all computations made pursuant to this Agreement shall be made in accordance with GAAP, and all financial statements shall be prepared in accordance with GAAP.

(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with the covenants in this Agreement, any election by the Company or any Subsidiary to measure any portion of a non-derivative financial liability at fair value (as permitted by IAS 39 or any similar accounting standard), other than to reflect any hedging of such non-derivative financial liability (including both interest rate and foreign currency hedges), shall be disregarded and such determination shall be made as if such election had not been made.

(c) As used in this Agreement, accounting terms relating to the Company and its Subsidiaries not defined in Schedule B, and accounting terms partly defined in Schedule B, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Company shall be required or permitted to disclose its financial results in its filings with the Securities and Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016) would affect the computation of any financial ratio or requirement set forth in this Agreement, and either the Company or the Required Holders shall so request, the holders of Notes and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Required Holders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10- K for the fiscal year ended December 31, 2016 prior to such change therein and (ii) the Company shall provide to the holders of Notes financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change.

(d) Any financial ratios required to be maintained by the Company 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).

#### **22.4. Severability.**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

#### **22.5. Construction, Etc.**

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

#### **22.6. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

#### **22.7. Governing Law.**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

#### **22.8. Jurisdiction and Process; Waiver of Jury Trial.**

(a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Nothing in this Section 22.8 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(c) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

**22.9. Obligation to Make Payment in the Applicable Currency.**

Any payment on account of an amount that is payable hereunder or under the Notes in the Applicable Currency which is made to or for the account of any holder of Notes in any other currency, whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of the Company, shall constitute a discharge of the obligation of the Company under this Agreement or the Notes only to the extent of the amount of the Applicable Currency which such holder could purchase in the foreign exchange markets in London, England, with the amount of such other currency in accordance with normal banking procedures at the rate of exchange prevailing on the London Banking Day following receipt of the payment first referred to above. If the amount of the Applicable Currency that could be so purchased is less than the amount of the Applicable Currency originally due to such holder, the Company agrees to the fullest extent permitted by law, to indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall, to the fullest extent permitted by law, constitute an obligation separate and independent from the other obligations contained in this Agreement and the Notes, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by such holder from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under the Notes or under any judgment or order. As used herein the term "**London Banking Day**" shall mean any day other than Saturday or Sunday or a day on which commercial banks are required or authorized by law to be closed in London, England.

**22.10. Determinations Involving Different Currencies.**

In the event of any determination of the requisite percentage or the principal amount of any Notes of more than one currency, all Notes which are issued in a currency other than Dollars shall, for purposes of determining any such percentage or requisite principal amount, be deemed to have been converted into Dollars at the time that such determination is made at the exchange rate published in the Financial Times one Business Day prior to the date of determination.

\* \* \* \* \*

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

**HENRY SCHEIN, INC.**

By: /s/ Michael Amodio  
Name: Michael Amodio  
Title: Vice President and Treasurer

This Agreement is hereby accepted and agreed to as of the date thereof.

**PGIM, INC.**

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**THE GIBRALTAR LIFE INSURANCE CO., LTD.**

By: Prudential Investment Management Japan Co., Ltd., as Investment Manager

By: PGIM, Inc., as Sub-Adviser

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**PRUDENTIAL ARIZONA REINSURANCE UNIVERSAL  
COMPANY**

By: PGIM, Inc., as investment manager

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**PRUDENTIAL RETIREMENT INSURANCE AND  
ANNUITY COMPANY**

By: PGIM, Inc., as investment manager

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**THE PRUDENTIAL LIFE INSURANCE COMPANY,  
LTD.**

By: Prudential Investment Management Japan Co., Ltd.,  
as Investment Manager

By: PGIM, Inc., as Sub-Adviser

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**PRUDENTIAL ARIZONA REINSURANCE TERM  
COMPANY**

By: PGIM, Inc., as investment manager

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**BCBSM, INC. DBA BLUE CROSS AND BLUE SHIELD  
OF MINNESOTA**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**FARMERS NEW WORLD LIFE INSURANCE  
COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**MEDICA HEALTH PLANS**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**THE INDEPENDENT ORDER OF FORESTERS**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**FARMERS INSURANCE EXCHANGE**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its  
General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**MID CENTURY INSURANCE COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its  
General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**PHYSICIANS MUTUAL INSURANCE COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

**ZURICH AMERICAN INSURANCE COMPANY**

By: Prudential Private Placement Investors,  
L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc.  
(as its General Partner)

By: /s/ Billy Greer  
Name: Billy Greer  
Title: Vice President

## INFORMATION SCHEDULE

### Authorized Officers for Prudential

PGIM, Inc.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30th Floor  
New York, NY 10036  
Attention: Managing Director  
Telecopy: 212-626-2077  
Telephone: 212-626-2060  
Email: (see below)

Engin W. Okaya  
Eric R. Seward  
Tannis Fussell

Email: engin.okaya@prudential.com  
Email: eric.seward@prudential.com  
Email: tannis.fussell@prudential.com

### Authorized Officers for Company

Henry Schein, Inc.  
135 Duryea Road  
Melville, NY 11747  
Stanley M. Bergman  
Chairman of the Board, Chief Executive Officer  
Telephone: 631.843.5910  
Telecopy: 631.843.5665  
Email: stanley.bergman@henryschein.com

Michael Amodio  
Vice President Treasurer  
Telephone: 631-843-5362  
Fax: 631-843-9314  
Email: Michael.Amodio@henryschein.com

James P. Breslawski  
Vice Chairman of the Board  
and President  
Telephone: 631.390.8050  
Telecopy: 631.390.8198  
Email: jim.breslawski@henryschein.com

Steven Paladino  
Executive Vice President,  
Chief Financial Officer  
Telephone: 631.843.5915  
Fax: 631.843.5541  
Email: steven.paladino@henryschein.com

Michael S. Ettinger  
Senior Vice President, Corporate & Legal Affairs  
and Chief of Staff, Secretary  
Telephone: 631.843.5993  
Telecopy: 631.843.5660  
Email: michael.ettinger@henryschein.com

Ronald N. South  
Vice President, Corporate Finance & Chief  
Accounting Officer  
Telephone: 631.845.2802  
Telecopy: 631.843.5825  
Email: ronald.south@henryschein.com

## INFORMATION RELATING TO PURCHASERS

	<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
<b>THE PRUDENTIAL INSURANCE COMPANY OF AMERICA</b>	\$ 12,000,000	\$ 22,200,000	\$ 15,450,000	-0-	\$ 10,050,000	\$ 12,580,000
	\$ 10,000,000	\$ 25,000,000	\$ 18,450,000			\$ 16,700,000

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank<sup>1</sup>  
New York, NY  
ABA No.: 021-000-021

Account Name: Prudential Managed Portfolio  
Account No.: P86188 (please do not include spaces) (in the case of payments on account of: (1) 2010-A Notes originally issued in the principal amount of \$12,000,000 and 10,000,000; (2) 2012-A Notes originally issued in the principal amount of \$22,200,000; and (3) 2018-A Notes originally issued in the principal amount of \$12,580,000)

Account Name: The Prudential—Privest Portfolio  
Account No.: P86189 (please do not include spaces) (in the case of payments on account of: (1) 2012-A Notes originally issued in the principal amount of \$25,000,000);

- <sup>1</sup> If Borrower's account is with JPMorgan Chase, use the following wiring instructions:

JPMorgan Chase Bank New York  
New York, NY  
ABA No.: 021-000-021  
Account No.: 900-9000-168  
Account Name: North American Insurance  
FFC: ["P" Account Number for appropriate account]  
FFC Account Name: [Account Name for appropriate "P" account]

Schedule A-1

(2) 2012-B Notes originally issued in the principal amount of \$15,450,000; and (3) 2017-A Notes originally issued in the principal amount of \$10,050,000.

Account Name: Prudential GM Buyout Private Custody  
Account No.: P30819 (please do not include spaces) (in the case of payments on account of the Note originally issued in the principal amount of \$18,450,000)

Account Name: International Paper SA  
Account No.: P99770 (please do not include spaces) (in the case of payments on account of the Note originally issued in the principal amount of \$16,700,000)

Each such wire transfer shall set forth the name of the Company, a reference to “3.79% Series 2010-A Senior Notes due September 2, 2020, PPN 806407A#9; 3.45% Series 2012-A Senior Notes due January 20, 2024, PPN 806407B@0; 3% Series 2012-B Senior Notes due December 24, 2024, PPN 806407C\*1; 3.42% Series 2017-A Senior Notes due June 16, 2027, PPN 806407D\*0; and 3.32% Series 2018-A Senior Notes due January 2, 2028, Security No. INV11268, PPN 806407 E@7” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

(2) Address for all communications and notices:

The Prudential Insurance Company of America  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

Schedule A-2

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and for all notices relating solely to scheduled principal and interest payments to:

The Prudential Insurance Company of America  
c/o PGIM, Inc.  
Prudential Tower  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102  
Attention: PIM Private Accounting Processing Team  
Email: Pim.Private.Accounting.Processing.Team@prudential.com

Schedule A-3

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

PGIM, Inc.  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102  
Attention: Michael Iacono - Trade Management manager

(b) Send copy by email to:

Thais.alexander@prudential.com

(4) Tax Identification No.: 22-1211670

Schedule A-4

	<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
<b>THE GIBRALTAR LIFE INSURANCE CO., LTD.</b>	\$20,000,000	\$2,800,000	-0-	-0-	\$24,000,000	\$10,000,000

(1) All principal, interest and Make-Whole Amount payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank<sup>2</sup>  
New York, NY  
ABA No.: 021-000-021

Account Name: GIBPRVJAFS1  
Account No.: P86246 (please do not include spaces) (in the case of payments on account of the 2010-A Notes originally issued in the principal amount of \$20,000,000)

Account Name: GIBPRVHFR2  
Account No.: P86406 (please do not include spaces) (in the case of payments on account of: (1) the 2017-A Notes originally issued in the principal amount of \$24,000,000; and (2) the 2018-A Notes originally issued in the principal amount of \$10,000,000)

Account Name: GIBPRVHFR1  
Account No.: P30782 (please do not include spaces) [(in the case of payments on account of the 2012-A Notes originally issued in the principal amount of \$2,800,000)]

<sup>2</sup> If Borrower's account is with JPMorgan Chase, use the following wiring instructions:

JPMorgan Chase Bank New York  
New York, NY  
ABA No.: 021-000-021  
Account No.: 900-9000-168  
Account Name: North American Insurance  
FFC: ["P" Account Number for appropriate account]  
FFC Account Name: [Account Name for appropriate "P" account]

Each such wire transfer shall set forth the name of the Company, a reference to “3.79% Series 2010-A Senior Notes due September 2, 2020, PPN 806407A#9; 3.45% Series 2012-A Senior Notes due January 20, 2024, PPN 806407B@0; 3.42% Series 2017-A Senior Notes due June 16, 2027, PPN 806407D\*0; and 3.32% Series 2018-A Senior Notes due January 2, 2028, Security No. INV11268, PPN 806407 E@7” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) All payments, other than principal, interest or Make-Whole Amount, on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank  
New York, NY  
ABA No. 021-000-021  
Account No. 304199036  
Account Name: Prudential International  
Insurance Service Co.

Each such wire transfer shall set forth the name of the Company, a reference to “3.79% Series 2010-A Senior Notes due September 2, 2020, PPN 806407A#9; 3.45% Series 2012-A Senior Notes due January 20, 2024, PPN 806407B@0; 3.42% Series 2017-A Senior Notes due June 16, 2027, PPN 806407D\*0; and 3.32% Series 2018-A Senior Notes due January 2, 2028, Security No. INV11268, PPN 806407 E@7” and the due date and application (e.g., type of fee) of the payment being made.

- (3) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor

New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal  
and interest payments to:

The Gibraltar Life Insurance Co., Ltd.  
2-13-10, Nagata-cho  
Chiyoda-ku, Tokyo 100-8953, Japan

Attention: Osamu Egi, Team Leader  
of Investment Administration Team  
E-mail: osamu.egi@gib-life.co.jp

and e-mail copy to:

Attention: Tetsuya Sawazaki, Manager  
of Investment Administration Team  
E-mail: tetsuya.sawazaki@gib-life.co.jp

(4) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight  
delivery service to:

PGIM, Inc.  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102  
Attention: Michael Iacono - Trade Management manager

(b) Send copy by email to:

Thais.alexander@prudential.com

(5) Tax Identification No.: 98-0408643

**PRUDENTIAL ARIZONA REINSURANCE UNIVERSAL COMPANY**

<u>2010-A</u> <u>Notes</u>	<u>2012-A</u> <u>Notes</u>	<u>2012-B</u> <u>Notes</u>	<u>2014-A</u> <u>Notes</u>	<u>2017-A</u> <u>Notes</u>	<u>2018-A</u> <u>Notes</u>
-0-	-0-	\$6,550,000	-0-	-0-	-0-

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank<sup>3</sup>  
New York, NY  
ABA No.: 021-000-021  
Account Name: Prudential Arizona Reinsurance Universal Company - privates Account  
No.: P01372 (please do not include spaces)

Each such wire transfer shall set forth the name of the Company, a reference to “3% Series 2012-B Senior Notes due December 24, 2024, PPN 806407C\*1”, and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Arizona  
Reinsurance Universal Company  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

- <sup>3</sup> If Borrower’s account is with JPMorgan Chase, use the following wiring instructions:

JPMorgan Chase Bank New York  
New York, NY  
ABA No.: 021-000-021  
Account No.: 900-9000-168  
Account Name: North American Insurance  
FFC: P01372  
FFC Account Name: Prudential Arizona Reinsurance Universal Company - privates

and for all notices relating solely to scheduled principal and interest payments to:

Prudential Arizona Reinsurance Universal Company c/o PGIM,  
Inc.

Prudential Tower  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102

Attention: PIM Private Accounting Processing Team Email:  
Pim.Private.Accounting.Processing.Team@prudential.com

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

PGIM, Inc.  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102  
Attention: Michael Iacono - Trade Management manager

(b) Send copy by email to:

Thais.alexander@prudential.com

(4) Tax Identification No.: 45-2941561

Schedule A-9

	<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
<b>PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY</b>	\$5,000,000	-0-	-0-	\$1,000,000	-0-	-0-

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JP Morgan Chase Bank, NA<sup>4</sup>  
New York, NY  
ABA No. 021000021

Account Name: PRIAC - DC Non-Trust - Privates  
Account No. P86329 (please do not include spaces)  
(in the case of payments on account of the 2010-A Notes originally issued in the principal amount of \$5,000,000)

Account Name: PRIAC - SA - Principal  
Preservation - Privates  
Account No. P86345 (please do not include spaces)  
(in the case of payments on account of the 2014-A Notes originally issued in the principal amount of \$1,000,000)

Each such wire transfer shall set forth the name of the Company, a reference to “3.79% Series 2010-A Senior Notes due September 2, 2020, PPN 806407A#9; and 3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

<sup>4</sup> If Borrower’s account is with JPMorgan Chase, use the following wiring instructions:

JPMorgan Chase Bank New York  
New York, NY  
ABA No.: 021-000-021  
Account No.: 900-9000-168  
Account Name: North American Insurance  
FFC: [“P” Account Number for appropriate account]  
FFC Account Name: [Account Name for appropriate “P” account]

(2) Address for all communications and notices:

Prudential Retirement Insurance and Annuity Company  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments to:

Prudential Retirement Insurance and Annuity Company  
c/o PGIM, Inc.  
Prudential Tower  
655 Broad Street  
14<sup>th</sup> Floor - South Tower  
Newark, NJ 07102  
Attention: PIM Private Accounting Processing Team Email: Pim.Private.Accounting.Processing.Team@prudential.com

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

PGIM, Inc.  
655 Broad Street  
14<sup>th</sup> Floor - South Tower  
Newark, NJ 07102  
Attention: Michael Iacono - Trade Management manager

(b) Send copy by email to:

Thais.alexander@prudential.com

(4) Tax Identification No.: 06-1050034

**THE PRUDENTIAL LIFE INSURANCE COMPANY, LTD.**

<u>2010-A</u> <u>Notes</u>	<u>2012-A</u> <u>Notes</u>	<u>2012-B</u> <u>Notes</u>	<u>2014-A</u> <u>Notes</u>	<u>2017-A</u> <u>Notes</u>	<u>2018-A</u> <u>Notes</u>
-0-	-0-	-0-	\$24,000,000	-0-	-0-

- (1) All principal, interest and Make-Whole Amount payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank<sup>5</sup>  
New York, NY  
ABA No.: 021-000-021  
Account No.: P86291 (please do not include spaces)  
Account Name: The Prudential Life Insurance Company, Ltd.

Each such wire transfer shall set forth the name of the Company, a reference to “3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) All payments, other than principal, interest or Make-Whole Amount, on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

<sup>5</sup> If Borrower’s account is with JPMorgan Chase, use the following wiring instructions:

JPMorgan Chase Bank New York  
New York, NY  
ABA No.: 021-000-021  
Account No.: 900-9000-168  
Account Name: North American Insurance  
FFC: P86291  
FFC Account Name: The Prudential Life Insurance Company, Ltd.

JPMorgan Chase Bank  
New York, NY  
ABA No. 021-000-021  
Account No. 304199036  
Account Name: Prudential International Insurance Service  
Co.

Each such wire transfer shall set forth the name of the Company, a reference to “3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9” and the due date and application (e.g., type of fee) of the payment being made.

(3) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments to:

The Prudential Life Insurance Company, Ltd.  
2-13-10, Nagatacho  
Chiyoda-ku, Tokyo 100-0014, Japan

Attention: Kazuhito Ashizawa, Team Leader of  
Investment Administration Team  
E-mail: kazuhito.ashizawa@prudential.co.jp

and e-mail copy to:

Attention: Kohei Imamura, Manager of  
Investment Administration Team  
E-mail: kohei.imamura@prudential.co.jp

(4) Address for Delivery of Notes:

---

(a) Send physical security by nationwide overnight delivery service to:

PGIM, Inc.  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102

Attention: Michael Iacono - Trade Management manager

(b) Send copy by email to:

Thais.alexander@prudential.com

(5) Tax Identification No.: 98-0433392

Schedule A-14

	<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
<b>PRUDENTIAL ARIZONA REINSURANCE TERM COMPANY</b>	-0-	-0-	-0-	-0-	\$1,000,000	-0-

(1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank<sup>6</sup>  
New York, NY  
ABA No.: 021-000-021  
Account Name: PAR Term Ind Lif - Inv Seg  
Privates  
account  
Account No.: P30869 (please do not include spaces)

Each such wire transfer shall set forth the name of the Company, a reference to "3.42% Series 2017-A Senior Notes due June 16, 2027, PPN 806407D\*0" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

(2) Address for all communications and notices:

Prudential Arizona Reinsurance Term Company  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036

<sup>6</sup> If Borrower's account is with JPMorgan Chase, use the following wiring instructions:

JPMorgan Chase Bank New York  
New York, NY  
ABA No.: 021-000-021  
Account No.: 900-9000-168  
Account Name: North American Insurance  
FFC: P30869  
FFC Account Name: PAR Term Ind Lif - Inv Seg Privates account

Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments to:

Prudential Arizona Reinsurance Term Company  
c/o PGIM, Inc.  
Prudential Tower  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102

Attention: PIM Private Accounting Processing Team Email:  
Pim.Private.Accounting.Processing.Team@prudential.com

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

PGIM, Inc.  
655 Broad Street  
14th Floor - South Tower  
Newark, NJ 07102

Attention: Michael Iacono – Trade Management manager

(b) Send copy by email to:

Thais.alexander@prudential.com

(4) Tax Identification No.: 27-1629186

**BLUE CROSS AND BLUE SHIELD OF MINNESOTA**

<u>2010-A</u> <u>Notes</u>	<u>2012-A</u> <u>Notes</u>	<u>2012-B</u> <u>Notes</u>	<u>2014-A</u> <u>Notes</u>	<u>2017-A</u> <u>Notes</u>	<u>2018-A</u> <u>Notes</u>
\$3,000,000	-0-	-0-	-0-	-0-	-0-

Notes/Certificates to be registered in the name of:

**CUDD & CO.**

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank, N.A.  
ABA Number: 021000021  
Account Number: 9009002859  
Account Name: Bond Interest Wire Account  
FFC: G14027 BCBS of Minnesota

Each such wire transfer shall set forth the name of the Company, a reference to "3.79% Series 2010-A Senior Notes due September 2, 2020, PPN 806407A#9" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

Blue Cross and Blue Shield of Minnesota  
1303 Corporate Center Drive  
Eagan, MN 55121-1204

Attention: John E.Q. Orner, VP, Treasury & CIO  
Telephone: (651) 662-8381  
Facsimile: (651) 662-8381

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

JPMorgan Chase Bank, N.A.  
4 Metrotech Center, 3rd Floor  
Brooklyn, NY 11245-0001

Please include in the cover letter accompanying the Notes a reference to the Purchasers account number (Blue Cross & Blue Shield of Minnesota; Account Number: G14027).

(b) Send copy by email:

Thais.alexander@prudential.com

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 41-0984460

Schedule A-18

	<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
<b>FARMERS NEW WORLD LIFE INSURANCE COMPANY</b>	-0-	-0-	\$7,250,000	-0-	\$5,350,000	-0-

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank  
New York, NY  
ABA No.: 021000021  
Account No.: 9009000200  
Account Name: SSG Private Income Processing  
For further credit to Account P58834 Farmers NWL

Each such wire transfer shall set forth the name of the Company, a reference to “3% Series 2012-B Senior Notes due December 24, 2024, PPN 806407C\*1; and 3.42% Series 2017-A Senior Notes due June 16, 2027, PPN 806407D\*0” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30th Floor  
New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

investment.accounting@farmersinsurance.com  
or  
Farmers Insurance Company

Attention: Investment Accounting Team  
4680 Wilshire Blvd., 4th Floor  
Los Angeles, CA 90010

**and**

investments.operations@farmersinsurance.com

or

Farmers New World Life Insurance Company  
Attention: Investment Operations Team  
3003 77th Avenue Southeast, 5th Floor  
Mercer Island, WA 98040-2837

(3) Address for Delivery of Notes:

(a) Send physical security to:

If sending by overnight delivery:

JPMorgan Chase Bank, N.A.  
4 Chase Metrotech Center, 3rd Floor  
Brooklyn, NY 11245-0001  
Attention: Physical Receive Department  
Brian Cavanaugh  
Telephone: (718) 242-0264

If sending by messenger:

JPMorgan Chase Bank, N.A.  
4 Chase Metrotech Center  
1st Floor, Window 5  
Brooklyn, NY 11245-0001  
Attention: Physical Receive Department

Please include in the cover letter accompanying the Notes a reference to the Purchaser's account number ("P58834 – Farmers New World Life Private Placement") and CUSIP information.

Schedule A-20

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(b) Send copy by email:

Thais.alexander@prudential.com

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 91-0335750

Schedule A-21

**MEDICA HEALTH PLANS**

<u>2010-A</u> <u>Notes</u>	<u>2012-A</u> <u>Notes</u>	<u>2012-B</u> <u>Notes</u>	<u>2014-A</u> <u>Notes</u>	<u>2017-A</u> <u>Notes</u>	<u>2018-A</u> <u>Notes</u>
-0-	-0-	\$ 2,300,000	-0-	-0-	-0-

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

The Bank of New York Mellon  
ABA Number: 021-000-018  
Account Name: General Ledger Account  
Account Number: GLA111566  
For further Credit: Acct. No. 3161948400 MEDICA

Each such wire transfer shall set forth the name of the Company, a reference to “3% Series 2012-B Senior Notes due December 24, 2024, PPN 806407C\*” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

Schedule A-22

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

The Depository Trust Company  
570 Washington Boulevard, 5th Floor  
Jersey City, NJ 07310

Please include in the cover letter accompanying the  
Notes a reference to the Purchaser's account number  
(Medica Health Systems; Account Number:  
316194).

(b) Send copy by email:

Thais.alexander@prudential.com

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 41-1242261

**THE INDEPENDENT ORDER OF FORESTERS**

<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
-0-	-0-	-0-	\$3,800,000	-0-	-0-

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

State Street Bank and Trust Co  
801 Pennsylvania Ave.  
Kansas City, MO 64105  
ABA No.: 011000028  
DDA Account No.: 10340438  
Ref: IOF Trust Prvt Placements - DT1Z

Each such wire transfer shall set forth the name of the Company, a reference to "3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

Schedule A-24

(2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

The Independent Order of Foresters  
789 Don Mills Road  
Toronto, Ontario, Canada  
M3C 1T9

Attention: Investment Services Department

Schedule A-25

(3) Address for Delivery of Notes:

- (a) Send physical security by nationwide overnight delivery service to:

DTCC  
Newport Office Center  
570 Washington Blvd  
Jersey City, NJ 07310  
Attention: 5th floor/NY Window/Robert Mendez

FBO: State Street Bank and Trust Company  
DTC: Participant # 997/DT1Z  
Agent Bank #: 26022  
BIC: SBOSUS3FXXX

- (b) Send copy by email:

Thais.alexander@prudential.com

and

Private.Disbursements@Prudential.com

- (4) Tax Identification No.: 98-0000680

<u>2010-A</u> <u>Notes</u>	<u>2012-A</u> <u>Notes</u>	<u>2012-B</u> <u>Notes</u>	<u>2014-A</u> <u>Notes</u>	<u>2017-A</u> <u>Notes</u>	<u>2018-A</u> <u>Notes</u>
-0-	-0-	-0-	\$12,180,000	-0-	\$7,504,000

**FARMERS INSURANCE EXCHANGE**

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank  
 ABA: 021000021  
 Beneficiary Account No: 9009000200  
 Beneficiary Account Name: JPMorgan Income  
 Ultimate Beneficiary: P13939 Farmers Insurance  
 Exchange

Each such wire transfer shall set forth the name of the Company, a reference to "3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9; and 3.32% Series 2018-A Senior Notes due January 2, 2028, PPN 806407 E@7" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
 c/o Prudential Capital Group  
 1114 Avenue of the Americas, 30th Floor  
 New York, NY 10036  
 Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

Farmers  
 4680 Wilshire Blvd.  
 Los Angeles, CA 90010  
 Attention: Treasury

Treasury:  
Treasury Manager  
323-932-3450  
usw.treasury.farmers@farmersinsurance.com

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

Mailing Address (for overnight mail)

JPMorgan Chase Bank, N.A.  
Physical Receive Department  
4 Chase Metrotech Center  
3rd Floor  
Brooklyn, NY 11245-0001  
Attention: Brian Cavanaugh, Tel. 718-242-0264

Street Deliveries (via messenger or walk up)

JPMorgan Chase Bank, N.A.  
4 Chase Metrotech Center  
1st Floor, Window 5  
Brooklyn, NY 11245-0001  
Attention: Physical Receive Department

(Use Willoughby Street Entrance)

Please include in the cover letter accompanying the Notes a reference to the Purchaser's account number ("P13939—Farmers Insurance Exchange") and CUSIP information.

(b) Send copy by email:

Thais.alexander@prudential.com

---

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 95-2575893

Schedule A-29

**MID CENTURY INSURANCE COMPANY**

0-	-0-	-0-	\$5,220,000	-0-	\$3,216,000
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- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

JPMorgan Chase Bank  
 ABA: 021000021  
 Beneficiary Account No: 9009000200  
 Beneficiary Account Name: JPMorgan Income  
 Ultimate Beneficiary: G23628 Mid Century Insurance Company

Each such wire transfer shall set forth the name of the Company, a reference to “3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9; and 3.32% Series 2018-A Senior Notes due January 2, 2028, PPN 806407 E@7” and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
 c/o Prudential Capital Group  
 1114 Avenue of the Americas, 30<sup>th</sup> Floor  
 New York, NY 10036  
 Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

Farmers  
 4680 Wilshire Blvd.  
 Los Angeles, CA 90010  
 Attention: Treasury

Treasury:  
Treasury Manager  
323-932-3450  
usw.treasury.farmers@farmersinsurance.com

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

Mailing Address (for overnight mail)

JPMorgan Chase Bank, N.A.  
Physical Receive Department  
4 Chase Metrotech Center  
3rd Floor  
Brooklyn, NY 11245-0001  
Attention: Brian Cavanaugh, Tel. 718-242-0264

Street Deliveries (via messenger or walk up)

JPMorgan Chase Bank, N.A.  
4 Chase Metrotech Center  
1st Floor, Window 5  
Brooklyn, NY 11245-0001  
Attention: Physical Receive Department

(Use Willoughby Street Entrance)

Please include in the cover letter accompanying the Notes a reference to the Purchaser's account number ("G23628—Mid Century Insurance Company") and CUSIP information.

(b) Send copy by email:

Thais.alexander@prudential.com

---

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 95-6016640

Schedule A-32

**PHYSICIANS MUTUAL INSURANCE COMPANY**

-0-	-0-	-0-	\$3,800,000	-0-	-0-
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Notes/Certificates to be registered in the name of:

**How & Co.**

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

The Northern Trust Company  
Chicago, IL  
ABA No.: 071000152

Account Name: Physicians Mutual Insurance Company  
Account No.: 26-27099

Each such wire transfer shall set forth the name of the Company, a reference to "3.19% Series 2014-A Senior Notes due June 2, 2021, PPN 806407C@9" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.  
c/o Prudential Capital Group  
1114 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, NY 10036  
Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

Physicians Mutual Insurance Company  
2600 Dodge Street  
Omaha, NE 68131  
Attention: Steve Scanlan

Facsimile: (402) 633-1096

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

Northern Trust Co  
Trade Securities Processing  
801 South Canal Street  
C1N  
Chicago, IL 60607

Please include in the cover letter accompanying the Notes a reference to the Purchaser's account:

**Physicians or Physicians Core: Account Number: 26-27099**

(b) Send copy by email:

Thais.alexander@prudential.com

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 47-0270450

	<u>2010-A Notes</u>	<u>2012-A Notes</u>	<u>2012-B Notes</u>	<u>2014-A Notes</u>	<u>2017-A Notes</u>	<u>2018-A Notes</u>
<b>ZURICH AMERICAN INSURANCE COMPANY</b>	-0-	-0-	-0-	-0-	\$9,600,000	-0-

Notes/Certificates to be registered in the name of:

**Hare & Co., LLC**

- (1) All payments on account of Notes held by such purchaser shall be made by wire transfer of immediately available funds for credit to:

The Bank of New York Mellon

New York, NY

ABA No: 021000018

Account Name: ZAIC Private Placements

Account No.: 3991418400

Each such wire transfer shall set forth the name of the Company, a reference to "3.42% Series 2017-A Senior Notes due June 16, 2027, PPN 806407D\*0" and the due date and application (as among principal, interest and Make-Whole Amount) of the payment being made.

- (2) Address for all communications and notices:

Prudential Private Placement Investors, L.P.

c/o Prudential Capital Group

1114 Avenue of the Americas, 30<sup>th</sup> Floor

New York, NY 10036

Attention: Managing Director

and for all notices relating solely to scheduled principal and interest payments and written confirmations of wire transfers to:

Zurich North America

Attn: Treasury 3rd Flr West Bar

1299 Zurich Way

Schaumburg, IL 60196

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Contact: usz.fa.treasury@zurichna.com

(3) Address for Delivery of Notes:

(a) Send physical security by nationwide overnight delivery service to:

The Depository Trust Company  
570 Washington Blvd - 5th floor  
Jersey City, NJ 07310

Attention: BNY Mellon/Branch Deposit Department

Please include in the cover letter accompanying the Notes a reference to the Purchaser's account number (Zurich American Insurance Co.-Private Placements; Account Number: 399141).

(b) Send copy by email:

Thais.alexander@prudential.com

and

Private.Disbursements@Prudential.com

(4) Tax Identification No.: 36-4233459

**DEFINED TERMS**

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

“**Acceptance**” is defined in Section 2.5.

“**Acceptance Day**” is defined in Section 2.5.

“**Acceptance Window**” means, with respect to any Quotation, the time period designated by Prudential during which the Company may elect to accept such Quotation. The Acceptance Window with respect to any Quotation is expected to be two minutes, but may be a shorter period if Prudential so elects.

“**Accepted Note**” is defined in Section 2.5.

“**Acquisition Spike**” is defined in Section 10.9.

“**Additional Subsidiary Guarantor**” means, at any time, each Subsidiary of the Company which is (a) a guarantor of the obligations of the Company or any Subsidiary under a Principal Credit Facility or (b) a borrower or other obligor under a Principal Credit Facility.

“**Affiliate**” means, at any time, (a) with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, (b) with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 25% or more of any class of voting or equity interests of the Company or any Subsidiary or any corporation of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 25% or more of any class of voting or equity interests and (c) with respect to Prudential, shall include any managed account, investment fund or other vehicle for which Prudential or any Prudential Affiliate acts as investment advisor or portfolio manager. As used in this definition, “*Control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an “Affiliate” is a reference to an Affiliate of the Company.

“**Agreement**” means this Second Amended and Restated Multicurrency Private Shelf Agreement, including all Schedules and Exhibits attached to this Agreement.

“**Animal Health Business**” means the “Spinco Business”, as defined in the Spinco Merger Agreement.

“**Anti-Corruption Laws**” means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

“**Anti-Money Laundering Laws**” means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA Patriot Act.

“**Applicable Currency**” means (a) with respect to any Notes denominated in Dollars, Dollars, (b) with respect to any Notes denominated in Euros, Euros, (c) with respect to any Notes denominated in British Pounds, British Pounds, and (d) with respect to any Notes denominated in Australian Dollars, Australian Dollars.

“**Australian Dollars**” or “**A\$**” means the lawful currency of Australia.

“**Authorized Officer**” means (a) in the case of the Company, its chief executive officer, its chief financial officer, any other Person authorized by the Company to act on behalf of the Company and designated as an “Authorized Officer” of the Company in the Information Schedule attached hereto or any other Person authorized by the Company to act on behalf of the Company and designated as an “Authorized Officer” of the Company for the purpose of this Agreement in an Officer’s Certificate executed by the Company’s chief executive officer or chief financial officer and delivered to Prudential, and (b) in the case of Prudential, any officer of Prudential designated as its “Authorized Officer” in the Information Schedule or any officer of Prudential designated as its “Authorized Officer” for the purpose of this Agreement in a certificate executed by one of its Authorized Officers or a lawyer in its law department. Any action taken under this Agreement on behalf of the Company by any individual who on or after the date of this Agreement shall have been an Authorized Officer of the Company and whom Prudential in good faith believes to be an Authorized Officer of the Company at the time of such action shall be binding on the Company even though such individual shall have ceased to be an Authorized Officer of the Company, and any action taken under this Agreement on behalf of Prudential by any individual who on or after the date of this Agreement shall have been an Authorized Officer of Prudential and whom the Company in good faith believes to be an Authorized Officer of Prudential at the time of such action shall be binding on Prudential even though such individual shall have ceased to be an Authorized Officer of Prudential.

“**Available Currencies**” means Dollars, Euros, British Pounds and Australian Dollars.

“**Available Facility Amount**” is defined in Section 2.1.

“**Blocked Person**” means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws or (c) a Person owned or controlled by, or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

“**British Pound**” and “**£**” means the lawful currency of Great Britain.

“**Business Day**” means (a) other than as provided in clauses (b) and (c) below, any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are authorized or required to be closed or (with respect to Euros) a day which is not a TARGET Settlement Day, (b) for purposes of Section 2.3 only, any day which is both a New York Business Day and a day on which Prudential is open for business and (c) for purposes of Section

8.6, (i) if with respect to Notes denominated in Dollars, a New York Business Day, (ii) if with respect to Notes denominated in British Pounds, any day which is both a New York Business Day and a day on which commercial banks are not required or authorized to be closed in London, England, (iii) if with respect to Notes denominated in Euros, any day which is both a New York Business Day and a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (or any successor thereto) is open for the settlement of payments in Euros (a “**TARGET Settlement Day**”), and (iv) if with respect to Notes denominated in Australian Dollars, any day which is both a New York Business Day and a day on which commercial banks in are not required or authorized to be closed in Sydney, Australia.

“**Cancellation Date**” is defined in Section 2.7(c).

“**Cancellation Fee**” is defined in Section 2.7(c).

“**Capital Lease**” means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP (without giving effect to any subsequent changes in GAAP arising out of a change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010, or a substantially similar pronouncement, in each case, if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on the date hereof).

“**Change in Control**” means (a) any Person or “group” (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (i) acquiring or having acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Company (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Company on the date of this Agreement) or (ii) obtaining or having obtained the power (whether or not exercised) to elect a majority of the Company’s directors or (b) the board of directors of the Company ceasing to consist of a majority of Continuing Directors.

“**Change in Control Response Date**” is defined in Section 8.7(a).

“**Closing**” is defined in Section 3.1.

“**Closing Day**” means (a) the Restatement Date and (b) with respect to any Accepted Note, the Business Day specified for the closing of the purchase and sale of such Accepted Note in the Confirmation of Acceptance for such Accepted Note, provided that (i) if the Company and the Purchaser which is obligated to purchase such Accepted Note agree on an earlier Business Day for such closing, the “**Closing Day**” for such Accepted Note shall be such earlier Business Day, and (ii) if the closing of the purchase and sale of such Accepted Note is rescheduled pursuant to Section 3.2, the Closing Day for such Accepted Note, for all purposes of this Agreement except references to “original Closing Day” in Section 2.7(b), shall mean the Rescheduled Closing Day with respect to such Accepted Note.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

“**Company**” means Henry Schein, Inc., a Delaware corporation, or any successor that becomes such in the manner prescribed in Section 10.2(a).

“**Company Notice**” is defined in Section 8.7(a).

“**Confidential Information**” is defined in Section 20.

“**Confirmation of Acceptance**” is defined in Section 2.5.

“**Consolidated EBITDA**” means, for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization and (d) all non-cash charges, (e) all non-recurring, unusual or extraordinary charges, costs and expenses, and (f) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (f) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period, in each case, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Interest Income**” means, for any period, the interest income of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Gross Profit**” means, for any period, net sales less cost of sales of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Leverage Ratio**” means at any date of determination, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of four fiscal quarters of the Company ending on (or most recently ended prior to) such date.

“**Consolidated Operating Expenses**” means, for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Operating Income**” means, for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Total Assets**” means, at any date of determination, the net book value of all assets of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Total Debt”** means, at any date of determination, without duplication, the aggregate amount of all Indebtedness of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP. For the avoidance of doubt, any Indebtedness permitted pursuant to Section 10.6(b)(ix) or any Guarantee Obligation of the Company in respect of Indebtedness permitted pursuant to Section 10.6(b)(viii) shall not be included in Consolidated Total Debt.

**“Continuing Directors”** means, as to the Company, the directors of the Company on the date of this Agreement and each other director of the Company whose nomination for election to the Board of Directors of the Company is recommended by a majority of the then Continuing Directors.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “Controlled” and “Controlling” shall have meanings correlative to the foregoing.

**“Covenant Reset Date”** is defined in Section 10.9.

**“Default”** means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

**“Default Rate”** with respect to any Note, has the meaning given in such Note.

**“Delayed Delivery Fee”** is defined in Section 2.7(b).

**“Disclosure Documents”** is defined in Section 5.3.

**“Disposition”** or **“Dispose”** means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

**“Disposition Prepayment Notice”** is defined in Section 8.8(a).

**“Disposition Value”** means:

(a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Company; and

(b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such

Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Company.

“**Dollar Equivalent**” means, with respect to any Notes or Accepted Notes denominated or to be denominated in any Available Currency other than Dollars (“**Non-Dollar Notes**”), the Dollar equivalent of the principal amount of such Non-Dollar Notes, in each case as set forth in the records of Prudential.

“**Dollars**” or “**\$**” means lawful money of the United States of America.

“**Domestic Subsidiary**” means any Subsidiary other than a Foreign Subsidiary.

“**DVM**” is defined within the definition of “Spin Off”.

“**EDGAR**” is defined in Section 5.3.

“**Environmental Laws**” means any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions by any Governmental Authority relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

“**EONIA**” means (i) the applicable overnight rate calculated by the Banking Federation of the European Union for the relevant Business Day, displayed on the EONIA Screen of Reuters, or such other display as may replace page 247 on the EONIA Screen of Reuters, displaying the appropriate rate or (ii) if no such rate is displayed on such EONIA Screen or other display, the arithmetic mean of the rates (rounded upwards to four decimal places) as quoted by Citibank N.A. to leading banks in the European interbank market, at or about 7.00 p.m. Central European time on such day for the offering of deposits in euro for the period from one Business Day to the immediately following Business Day and, in relation to a day that is not a Business Day, EONIA for the immediately preceding Business Day.

“**Equity Interests**” means any and all 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 interests.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“**ERISA Affiliate**” means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

“**Euro**” or “**€**” means the unit of single currency of the Participating Member States.

“**Event of Default**” is defined in Section 11.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

“**Existing Credit Facility**” means the \$750,000,000 Credit Agreement, dated as of April 18, 2017, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the syndication agent and lenders party thereto and JPMorgan Chase Bank, N.A. and U.S. Bank National Association, as joint lead arrangers and joint bookrunners, as the same may be amended, supplemented, restated or otherwise modified from time to time.

“**Existing Notes**” means, collectively, (a) the Series 2010-A Notes, (b) the Series 2012-A Notes, (c) the Series 2012-B Notes, (d) the Series 2014-A Notes, (e) the Series 2017-A Notes and (f) the Series 2018-A Notes.

“**Facility**” is defined in Section 2.1.

“**Fair Market Value**” means, at any time and with respect to any property, the sale value of such property that would be realized in an arm’s-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

“**Financing Documents**” means, collectively, this Agreement, the Notes, any Subsidiary Guarantee, any Request for Purchase, any Confirmation of Acceptance and all other instruments and documents executed or delivered to or in favor of Prudential or any holder of a Note in connection therewith.

“**Foreign Subsidiary**” means any Subsidiary incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

“**Four Quarter Period**” is defined in Section 10.9.

“**GAAP**” means generally accepted accounting principles as in effect from time to time in the United States of America.

“**Governmental Authority**” means

- (a) the government of
  - (i) the United States of America or any State or other political subdivision of either thereof, or
  - (ii) any other jurisdiction in which the Company or any Subsidiary conducts all or a material part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or
- (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

**“Governmental Official”** means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

**“Group”** means the Company and its Subsidiaries from time to time and **“member of the Group”** means any one of them.

**“Guarantee Obligation”** means, as to any Person (the **“guaranteeing person”**), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the **“primary obligations”**) of any other unrelated third Person (the **“primary obligor”**) in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

**“Guaranty”** means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

**“Hazardous Material”** means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

**“Hedge Treasury Note(s)”** means, with respect to any Accepted Note, the United States Treasury Note or Notes whose duration (as determined by Prudential) most closely matches the duration of such Accepted Note.

**“holder”** means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1.

**“Indebtedness”** with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money (including obligations evidenced by notes, bonds, debentures or other similar instruments) and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property or services acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction;

(g) any Guarantee Obligations of such Person;

(h) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property; and

(i) for the purposes of determining the outstanding principal amount of Indebtedness for the purposes of Section 11(f) only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Contracts; provided that the "principal amount" of the obligations of such Person in respect of any Swap Contract at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Contract were terminated at such time.

The Indebtedness of any Person shall (A) include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefore, and (B) include all obligations of such Person of the character described in clauses (a) through (i) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"**INHAM Exemption**" is defined in Section 6.2(e).

"**Initial Private Shelf Agreement**" means that certain Private Shelf Agreement, dated August 9, 2010, among the Company, Prudential and purchasers party thereto, as amended by that certain letter agreement dated as of April 27, 2012 and that certain letter agreement dated as of September 22, 2014.

"**Institutional Investor**" means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5.0% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

**“Issuance Period”** is defined in Section 2.2.

**“Lien”** means, with respect to any Person, any mortgage, lien, pledge, hypothecation, assignment, deposit arrangement, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements) or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever.

**“Make-Whole Amount”** is defined in Section 8.6.

**“Material”** means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole.

**“Material Acquisition”** is defined in Section 10.9.

**“Material Adverse Effect”** means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement and the Notes, or (c) the validity or enforceability of this Agreement or the Notes.

**“MetLife Shelf Agreement”** means that certain Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated June 29, 2018, by and among the Company, Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC and the purchasers party thereto, as amended, restated, supplemented or otherwise modified from time to time.

**“Multiemployer Plan”** means any Plan that is a “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA).

**“NAIC”** means the National Association of Insurance Commissioners or any successor thereto.

**“NAIC Annual Statement”** is defined in Section 6.2(a).

**“New York Business Day”** means any day other than a Saturday, a Sunday or a day on which commercial banks in New York are required or authorized to be closed.

**“New York Life Shelf Agreement”** means that certain Second Amended and Restated Master Note Facility, dated June 29, 2018, by and among the Company, NYL Investors LLC and the purchasers from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

**“Notes”** is defined in Section 1.4.

**“OFAC”** means the Office of Foreign Assets Control of the United States Department of the Treasury.

**“OFAC Sanctions Program”** means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

**“Officer’s Certificate”** means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

**“Optional Subsidiary Guarantee”** is defined in Section 9.8(b).

**“Optional Subsidiary Guarantor”** is defined in Section 9.8(b).

**“Original Closing Date”** means September 15, 2017.

**“Original Notes”** is defined in Section 1.1.

**“Original Purchasers”** means, collectively, the Series 2010-A Purchasers, the Series 2012-A Purchasers, the Series 2012-B Purchasers, the Series 2014-A Purchasers, the Series 2017-A Purchasers and the Series 2018-A Purchasers.

**“Original Series 2010-A Notes”** is defined in Section 1.1.

**“Original Series 2012-A Notes”** is defined in Section 1.1.

**“Original Series 2012-B Notes”** is defined in Section 1.1.

**“Original Series 2014-A Notes”** is defined in Section 1.1.

**“Original Series 2017-A Notes”** is defined in Section 1.1.

**“Original Series 2018-A Notes”** is defined in Section 1.1.

**“Original Shelf Agreement”** is defined in Section 1.1.

**“Overnight Interest Rate”** means with respect to an Accepted Note denominated in a currency other than Dollars, the actual rate of interest, if any, received by the Purchaser which intends to purchase such Accepted Note on the overnight deposit of the funds intended to be used for the purchase of such Accepted Note, it being understood that reasonable efforts will be made by or on behalf of the Purchaser to make any such deposit in an interest bearing account.

**“Participating Member State”** means any member state of the European Community that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic Monetary Union.

**“PBGC”** means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

**“Person”** means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

**“Plan”** means an “employee benefit plan” (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

**“Preferred Stock”** means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

**“Principal Credit Facility”** means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a **“Credit Agreement”**) in respect of which any member of the Group is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Group in an aggregate principal amount equal to or in excess of \$200,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, each of the Existing Credit Facility, the MetLife Shelf Agreement and the New York Life Shelf Agreement is a Principal Credit Facility.

**“Pro Rata Portion”** means, with respect to a Note and the prepayment of Indebtedness in respect of Section 10.7, the portion of such Note equal to (a) the aggregate amount of the proceeds to be used in the prepayment or repayment of all Indebtedness pursuant to Section 10.7(g) (including the Notes) multiplied by (b) a fraction, the numerator of which is the aggregate principal amount of such Note and the denominator of which is the aggregate principal amount of all such Indebtedness to be prepaid or repaid in accordance with Section 10.7(g).

**“property”** or **“properties”** means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

**“Prudential”** is defined in the addressee line to this Agreement.

**“Prudential Affiliate”** means any Affiliate of Prudential.

**“PTE”** is defined in Section 6.2(a).

**“Purchaser”** is defined in the addressee line to this Agreement.

**“QPAM Exemption”** is defined in Section 6.2(d).

**“Qualified Institutional Buyer”** means any Person who is a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

**“Quotation”** shall have the meaning provided in paragraph 2.4.

**“Receivables”** means any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

**“Receivables Subsidiary”** means any special purpose, bankruptcy-remote Subsidiary that purchases Receivables generated by the Company or any of its Subsidiaries.

**“Receivables Transaction”** means any transaction or series of transactions providing for the financing of Receivables of the Company or any of its Subsidiaries, involving one or more sales, contributions or other conveyances by the Company or any of its Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the Company or any of its Subsidiaries, (ii) involve recourse to the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary), provided that the Company and its Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

**“Related Fund”** means, with respect to any holder of any Note, any fund or entity that (a) invests in securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

**“Request for Purchase”** is defined in Section 2.3.

**“Required Holders”** means, at any time, the holders of at least 51% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

**“Rescheduled Closing Day”** is defined in Section 3.2.

**“Responsible Officer”** means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

**“Restatement Closing”** means the closing of the amendment and restatement of the Original Private Shelf Agreement and the Original Notes.

**“Restatement Date”** means June 29, 2018.

**“Securities Act”** means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

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

“**Series**” is defined in Section 1.4.

“**Series 2010-A Notes**” is defined in Section 1.3(a).

“**Series 2012-A Notes**” is defined in Section 1.3(b).

“**Series 2012-B Notes**” is defined in Section 1.3(c).

“**Series 2014-A Notes**” is defined in Section 1.3(d).

“**Series 2017-A Notes**” is defined in Section 1.3(e).

“**Series 2018-A Notes**” is defined in Section 1.3(f).

“**Series 2010-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2010-A Notes.

“**Series 2012-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2012-A Notes.

“**Series 2012-B Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2012-B Notes.

“**Series 2014-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2014-A Notes.

“**Series 2017-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2017-A Notes.

“**Series 2018-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2018-A Notes.

“**Shelf Closing**” means, with respect to any Series of Shelf Notes, the closing of the sale and purchase of such Series of Shelf Notes.

“**Shelf Notes**” is defined in Section 1.4.

“**Significant Subsidiary**” means:

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, “domestic”) Wholly-Owned Subsidiary formed or acquired by the Company or any direct or indirect Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of domestic “Consolidated Total Assets,” (hereinafter, the “**Asset Threshold**”) valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter;

(b) each Domestic Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Company or any Subsidiary Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Subsidiary if such Subsidiary, after giving effect to the formation/acquisition of the same, has total assets that exceed the Asset Threshold, valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(c) each Subsidiary that is a borrower under the Existing Credit Agreement;

provided that if at any time after the date of this Agreement a Principal Credit Facility provides an Asset Threshold greater than five percent but less than or equal to ten percent, then such Asset Threshold therein shall be deemed incorporated herein.

“**Source**” is defined in Section 6.2.

“**Spin Off**” means the dividend of the Equity Interests of Spinco to Spinco’s stockholders in one or more transactions pursuant to that certain Contribution and Distribution Agreement, dated as of April 20, 2018 (the “**Spinco Contribution and Distribution Agreement**”), by and among the Company, Spinco, Direct Vet Marketing, Inc. (“**DVM**”) and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders.

“**Spin Off Termination**” means the termination or abandonment of that certain Agreement and Plan of Merger, dated as of April 20, 2018 (the “**Spinco Merger Agreement**”), by and among the Company, Spinco, HS Merger Sub, Inc., DVM and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders, pursuant to Section 8.1 thereof prior to the consummation of the Spin Off.

“**Spinco**” means HS Spinco, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of the Company.

“**Spinco Contribution and Distribution Agreement**” is defined within the definition of “Spin Off”.

“**Spinco Merger Agreement**” is defined within the definition of “Spin Off Termination”.

“**State Sanctions List**” means a list that is adopted by any state Governmental Authority within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

“**Structuring Fee**” is defined in Section 2.7(a).

**“Subsidiary”** means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

**“Subsidiary Guarantee”** means an agreement substantially in the form of the subsidiary guarantee attached hereto as Exhibit 9.8.

**“Subsidiary Guarantor”** means any Additional Subsidiary Guarantor and any Optional Subsidiary Guarantor, in each case which executes and delivers a Subsidiary Guarantee pursuant to the terms hereof.

**“Subsidiary Stock”** means, with respect to any Person, the Equity Interests of any Subsidiary of such Person.

**“SVO”** means the Securities Valuation Office of the NAIC or any successor to such Office.

**“Swap Contract”** means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement.

**“Swap Termination Value”** means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

**“Synthetic Lease”** means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for income tax purposes, other than any such lease under which such Person is the lessor.

“**Tax**” means any tax (whether income, documentary, sales, stamp, registration, issue, capital, property, excise or otherwise), duty, assessment, levy, impost, fee, compulsory loan, charge or withholding.

“**USA Patriot Act**” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“**U.S. Economic Sanctions Laws**” means those laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

“**Wholly-Owned Subsidiary**” means, at any time, any Subsidiary all of the equity interests (except directors’ qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company’s other Wholly-Owned Subsidiaries at such time.

## [FORM OF SERIES 2010-A NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

## 3.79% SERIES 2010-A SENIOR NOTE DUE SEPTEMBER 2, 2020

No. 2010-A-[ ]

PPN: 806407A#9

ORIGINAL PRINCIPAL AMOUNT:

ORIGINAL ISSUE DATE:

INTEREST RATE: 3.79%

INTEREST PAYMENT PERIOD: March 2nd and September 2nd of each year, commencing March 2, 2011

FINAL MATURITY DATE: September 20, 2020

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Final Maturity Date

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the "**Company**"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30 day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 2nd day of March and September in each year, commencing with the March or September next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "**Default Rate**") from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime rate", payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

Exhibit 1.3(a)-1

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_  
Name:  
Title:

Exhibit 1.3(a)-2

## [FORM OF SERIES 2012-A NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

## 3.45% SERIES 2012-A SENIOR NOTE DUE JANUARY 20, 2024

No. 2012-A-[ ]

PPN: 806407B@0

ORIGINAL PRINCIPAL AMOUNT:

ORIGINAL ISSUE DATE:

INTEREST RATE: 3.45%

INTEREST PAYMENT PERIOD: January 20th and July 20th of each year, commencing July 20, 2012

FINAL MATURITY DATE: January 20, 2024

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Final Maturity Date

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30 day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 20th day of January and July in each year, commencing with the January or July next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”, payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

Exhibit 1.3(b)-1

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(b)-2

## [FORM OF SERIES 2012-B NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

## 3.00% SERIES 2012-B SENIOR NOTE DUE DECEMBER 24, 2024

No. 2012-B-[ ]

PPN: 806407 C\*1

ORIGINAL PRINCIPAL AMOUNT:

ORIGINAL ISSUE DATE:

INTEREST RATE: 3.00%

INTEREST PAYMENT PERIOD: June 24th and December 24th of each year, commencing

June 24, 2013

FINAL MATURITY DATE: December 24, 2024

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Final Maturity Date

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the "**Company**"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30 day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 24th day of June and December in each year, commencing with the June or December next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "**Default Rate**") from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime rate", payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

Exhibit 1.3(c)-1

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(c)-2

## [FORM OF SERIES 2014-A NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

## 3.19% SERIES 2014-A SENIOR NOTE DUE JUNE 2, 2021

No. 2014-A-[ ]  
 PPN: 806407 C@9  
 ORIGINAL PRINCIPAL AMOUNT: \$  
 ORIGINAL ISSUE DATE:  
 INTEREST RATE: 3.19%  
 INTEREST PAYMENT PERIOD: June 2nd and December 2nd of each year, commencing  
 December 2, 2014  
 FINAL MATURITY DATE: June 2, 2021  
 PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Final Maturity Date

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the "**Company**"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30 day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 2nd day of June and December in each year, commencing with the June or December next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "**Default Rate**") from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime rate", payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

Exhibit 1.3(d)-1

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(d)-2

## [FORM OF SERIES 2017-A NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

## 3.42% SERIES 2017-A SENIOR NOTE DUE JUNE 16, 2027

No. 2017-A-[ ]  
 PPN: 806407 D\*0  
 ORIGINAL PRINCIPAL AMOUNT:  
 ORIGINAL ISSUE DATE:  
 INTEREST RATE: 3.42%  
 INTEREST PAYMENT PERIOD: SEMI-ANNUALLY IN ARREARS  
 FINAL MATURITY DATE: JUNE 16, 2027  
 PRINCIPAL PREPAYMENT DATES AND AMOUNTS: FINAL MATURITY DATE

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] Dollars (\$[ ]) on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 16th day of June and December in each year, commencing with the June 16 or December 16 next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”, payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

Exhibit 1.3(e)-1

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(e)-2

[FORM OF SERIES 2018-A NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

HENRY SCHEIN, INC.

3.32% SERIES 2018-A SENIOR NOTE DUE JANUARY 2, 2028

No. RA-[ ]  
PPN: 806407 E@7  
ORIGINAL PRINCIPAL AMOUNT:  
ORIGINAL ISSUE DATE: **JANUARY 2, 2018**  
INTEREST RATE: **3.32%**  
INTEREST PAYMENT PERIOD: **SEMI-ANNUALLY IN ARREARS**  
FINAL MATURITY DATE: **JANUARY 2, 2028**  
PRINCIPAL PREPAYMENT DATES AND AMOUNTS: **FINAL MATURITY DATE**

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] Dollars on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 2nd day of January and July in each year, commencing with the January 2nd or July 2nd next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”, payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(f)-2

## [FORM OF SHELF NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

[ ]% SERIES SENIOR NOTE DUE [ ], [ ]

No. [ ]

PPN[ ]

ORIGINAL PRINCIPAL AMOUNT:

ORIGINAL ISSUE DATE:

INTEREST RATE:

INTEREST PAYMENT PERIOD:

FINAL MATURITY DATE:

PRINCIPAL PREPAYMENT DATES AND AMOUNTS:

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] [Dollars][Euros][British Pounds][Australian Dollars] [on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid)], [ ], payable on the Principal Prepayment Dates and in the amounts specified above, and on the Final Maturity Date specified above in an amount equal to the unpaid balance of the principal hereof,] with interest (computed on the basis of [a 360-day year of twelve 30-day months]Z [the actual number of days elapsed and a 365-day year]B) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable [quarterly][semi-annually], on the [ ] day of [ ], [ ], [ ] and [ ] in each year, commencing with the [ ], [ ], [ ] or [ ] next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over [the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”]D [EONIA]10, payable [quarterly][semi-annually] as aforesaid (or, at the option of the registered holder hereof, on demand).

Z Use for Notes denominated in Dollars, Euros or Australian Dollars.

B Use for Notes denominated in British Pounds.

D Use for Notes denominated in Dollars, British Pounds or Australian Dollars.

10 Use for Notes denominated in Euros.

Exhibit 1.4-1

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in [lawful money of the United States of America] [the single currency of the European Union] [lawful money of the United Kingdom] [lawful money of Australia] at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), between the Company, PGIM, Inc. and each Prudential Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Shelf Agreement and (ii) made the representation set forth in Section 6.2 of the Shelf Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Shelf Agreement.

This Note is a registered Note and, as provided in the Shelf Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

[The Company will make required prepayments of principal on the dates and in the amounts specified above and in the Shelf Agreement.] [This Note is [also] subject to [optional] prepayment, in whole or from time to time in part, at the times and on the terms specified in the Shelf Agreement, but not otherwise.] [This Note is not subject to prepayment.]

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Shelf Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_  
Name:  
Title:

Exhibit 1.4-2

**[FORM OF ]REQUEST FOR PURCHASE**

**HENRY SCHEIN, INC.**

**PRIVATE SHELF AGREEMENT**

Reference is made to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and PGIM, Inc. (“**Prudential**”) and each Prudential Affiliate which becomes party thereto, on the other hand. Capitalized terms used and not otherwise defined herein shall have the respective meanings specified in the Agreement.

Pursuant to Section 2.3 of the Agreement, the Company hereby makes the following Request for Purchase:

1. Currency: [Dollars/Euros/British Pounds/Australian Dollars]
2. Aggregate principal amount of the Shelf Notes covered hereby (the “**Notes**”): [\$][€][£][A\$] 11
3. Interest Rate: [•]%
4. Interest Payment Period: [Quarterly][Semi-annually]
5. Individual specifications of the Notes:

Principal Final Principal Amount	Prepayment Maturity Date	Dates and Amounts
---	--------------------------------	----------------------

6. Use of proceeds of the Notes:
7. Proposed day for the closing of the purchase and sale of the Notes:
8. The purchase price of the Notes is to be transferred to:

Name and Address  
and ABA Routing Number of Bank      Number of  
Account

11 Minimum principal amount of \$5,000,000 (or its equivalent in the Available Currency).

9. The Company certifies that (a) [except as set forth on Exhibit A hereto,] all of the representations and warranties contained in Section 5 of the Agreement are true on and as of the date of this Request for Purchase (except with respect to Section 5.8 of the Shelf Agreement, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to Prudential and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date when such representation and warranty is made) and (b) on the date of this Request for Purchase no Default or Event of Default has occurred and is continuing.

Dated: [•] 20[•]

**Henry Schein, Inc.**

By: \_\_\_\_\_  
Authorized Officer

Exhibit 2-2

EXHIBIT A

SUPPLEMENTAL REPRESENTATIONS

The Section references hereinafter set forth correspond to the similar sections of the Agreement which are supplemented hereby:

Exhibit 2-3

## [FORM OF ]CONFIRMATION OF ACCEPTANCE

HENRY SCHEIN, INC.

## PRIVATE SHELF AGREEMENT

Reference is made to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and PGIM, Inc. (“**Prudential**”) and each Prudential Affiliate which becomes party thereto, on the other hand. All terms used herein that are defined in the Agreement have the respective meanings specified in the Agreement.

Prudential or the Prudential Affiliate which is named below as a Purchaser of Shelf Notes hereby confirms the representations as to such Shelf Notes set forth in Section 6 of the Agreement, and agrees to be bound by the provisions of the Agreement applicable to the Purchasers or holders of the Notes.

Pursuant to Section 2.5 of the Agreement, an Acceptance with respect to the following Accepted Notes is hereby confirmed:

I. Accepted Notes: Aggregate principal amount [\$][€][£][A\$][•]

- (A) (a) Name of Purchaser:  
 (b) Principal amount:  
 (c) Final maturity date:  
 (d) Principal prepayment dates and amounts:  
 (e) Interest rate:  
 (f) Interest payment period: [quarterly][semi-annually] in arrears  
 (g) Payment and notice instructions: As set forth on attached Purchaser Schedule
- (B) (a) Name of Purchaser:  
 (b) Principal amount:  
 (c) Final maturity date:  
 (d) Principal prepayment dates and amounts:  
 (e) Interest rate:

Exhibit 3-1

(f) Interest payment period: [quarterly][semi-annually] in arrears

(g) Payment and notice instructions: as set forth on attached Purchaser Schedule

[(C), (D)..... same information as above.]

II. Closing Day: [•], 20[•].

HENRY SCHEIN, INC.

By: \_\_\_\_\_

Name:

Title:

Dated:

PGIM, INC.

By: \_\_\_\_\_

Vice President

[PRUDENTIAL AFFILIATE]

By: \_\_\_\_\_

Vice President

[ATTACH PURCHASER SCHEDULES]

**FORM OF OFFICER'S CERTIFICATE  
OF  
HENRY SCHEIN, INC.**

I, \_\_\_\_\_, hereby certify that I am the \_\_\_\_\_ of **Henry Schein, Inc.**, a Delaware corporation (the "**Company**"), and that, as such, I have access to the Company's records and am familiar with the matters herein certified, and I am authorized to execute and deliver this Certificate in the name and on behalf of the Company, and I further certify as follows.

1. This Certificate is being delivered pursuant to Section 4.3(a) of that certain Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Shelf Agreement**"), by and among the Company, PGIM, Inc. ("**Prudential**") and each Prudential Affiliate which becomes party thereto. The terms used in this certificate and not defined herein have the respective meanings specified in the Shelf Agreement.

2. The representations and warranties of the Company in Section 5 of the Shelf Agreement are correct in all material respects on and as of the date hereof (except with respect to Section 5.8 of the Shelf Agreement, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to Prudential and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date of such officer's certificate) [(except to the extent of changes caused by the transactions herein contemplated)].

3. The Company has performed and complied in all material respects with all covenants and conditions contained in the Shelf Agreement required to be performed or complied with by it prior to or at the Closing.

4. After giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by the Request for Purchase relating to such Notes) no Default or Event of Default shall have occurred and be continuing.

5. Except as otherwise permitted pursuant to Section 10.2 of the Shelf Agreement, the Company has not (a) changed its jurisdiction of incorporation or organization; or (b) been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity prior to the Restatement Date, at any time following the date of the most recent financial statements referred to in Section 5.5 of the Shelf Agreement.

Exhibit 4.3(a)-1

I have executed this Certificate in the name and on the behalf of the Company on \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name:

Exhibit 4.3(a)-2

**FORM OF SECRETARY'S CERTIFICATE  
OF  
HENRY SCHEIN, INC.**

I, [ ], hereby certify that I am the duly elected, qualified and acting [Secretary][Assistant Secretary] of **Henry Schein, Inc.**, a Delaware corporation (the "**Company**"), and that, as such, I have access to its corporate records and am familiar with the matters herein certified, and I am authorized to execute and deliver this certificate in the name and on behalf of the Company, and further certify in my capacity as such officer as follows. This certificate is being delivered pursuant to Section 4.3(b) of that certain Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Shelf Agreement**"), by and among the Company, PGIM, Inc. ("**Prudential**") and each Prudential Affiliate which becomes party thereto. The terms used in this certificate and not defined herein have the respective meanings specified in the Shelf Agreement.

1. (a) The Company is a company duly incorporated and validly existing under the laws of Delaware; (b) no petition has been presented nor order made by a court for the bankruptcy or suspension of payments of the Company and no resolution has been passed to voluntarily dissolve, merge or de-merge the Company; and (c) no receiver, administrator or similar officer has been appointed in respect of the Company or its assets.
2. Attached hereto as Exhibit A is a true and correct copy of the resolutions of the Board of Directors of the Company, relating to the Shelf Agreement and the transactions contemplated therein, duly adopted on [ ] at which a quorum was present and acting throughout. Such resolutions are in full force and effect on and as of the date hereof, not having been amended, revoked or rescinded, and such resolutions are filed with the records of the Board of Directors of the Company.
3. The Series [ ] Senior Notes were executed and delivered by the Company pursuant to and in accordance with the resolutions set forth in Exhibit A hereto.
4. [Attached hereto as Exhibit B is a true, correct and complete copy of the Certificate of Incorporation of the Company (together with amendments thereto), in full force and effect on and as of the date hereof, and prior to such date, inclusive, without any further modifications or amendments in any respect.] [The Certificate of Incorporation of the Company in the forms provided to PGIM, Inc. on [ ], 20[ ] have been in full force and effect from such date to and including the date hereof, without any further modifications or amendments in any respect.]

Exhibit 4.3(b)-1

5. [Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws of the Company (together with amendments thereto), in full force and effect on and as of the date hereof, and prior to such date, inclusive, without any further modifications or amendments in any respect.] [The Bylaws of the Company in the forms provided to PGIM, Inc. on [ ], 20[ ] have been in full force and effect from such date to and including the date hereof, without any further modifications or amendments in any respect.]
6. [Attached hereto as Exhibit D is the name, title and a copy of the specimen signature of each representative of the Company executing documents in connection with the Shelf Agreement. The specimen signature appearing opposite the name of each such person on Exhibit D is a copy of his or her genuine signature.][There has been no change to the name, title and specimen signature of certain persons authorized by the Company to execute documents on behalf of the Company in connection with the Shelf Agreement since [ ], the date of the delivery of a Secretary's Certificate to PGIM, Inc. and the Series 2017-A Purchasers, and the signature appearing opposite the name of each such person, in each case, as provided to PGIM, Inc. and the Series 2017-A Purchasers as of [ ] is his or her genuine signature.]

Exhibit 4.3(b)-2

IN WITNESS WHEREOF, I have affixed hereto my signature this \_\_\_\_\_ day of [ \_\_\_\_\_ ], 20[ \_\_\_\_\_ ].

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: [Secretary][Assistant Secretary]

I, \_\_\_\_\_, \_\_\_\_\_ of the Company, hereby certify that the signature above of \_\_\_\_\_, [Secretary][Assistant Secretary] of the Company is [his/her] genuine signature.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 4.3(b)-3

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**Exhibit A**  
**Resolutions of the Board of Directors of the Company**

Exhibit 4.3(b)-4

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**Exhibit B**  
**Certificate of Incorporation of the Company**

Exhibit 4.3(b)-5

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**Exhibit C**  
**Bylaws of the Company**

Exhibit 4.3(b)-6

**Exhibit D**  
**Incumbency Certificate of the Company**

TITLE	NAME OF OFFICER	SIGNATURE OF OFFICER
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exhibit 4.3(b)-7

## [FORM OF OPINION OF SPECIAL COUNSEL TO THE COMPANY]

The following opinions are to be provided by special counsel for the Company, subject to customary assumptions, definitions, limitations and qualifications. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (the “**Shelf Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and PGIM, Inc. (“**Prudential**”) and each Prudential Affiliate which becomes party thereto, on the other hand.

The Company (i) is a company duly incorporated and validly existing under the laws of Delaware and (ii) has the corporate power and authority to execute and deliver the Shelf Agreement and the Notes, to perform the provisions thereof, and to conduct its business as, to such counsel’s knowledge, is currently conducted.

[Each Subsidiary Guarantor (i) is a [•]<sup>12</sup> duly [incorporated][formed] and validly existing under the laws of its jurisdiction of organization and (ii) has all requisite [•]<sup>13</sup> power and authority to execute and deliver its Subsidiary Guarantee and to perform the provisions thereof.]<sup>14</sup>

The Shelf Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

The Notes issued on the Closing Date with respect to which the opinion is being delivered, have been duly authorized, executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Each Subsidiary Guarantee executed on the Closing Day with respect to which the opinion is being delivered, has been duly authorized, executed and delivered by the applicable Subsidiary Guarantor and constitutes a legal, valid and binding agreement of that Subsidiary Guarantor, enforceable against that Subsidiary Guarantor in accordance with its terms.

Assuming the accuracy of the representations and warranties of the Purchasers in Section 6 of the Shelf Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein), no consent, approval or authorization of, or registration, filing or declaration with, any federal or New York court or governmental agency, body or authority or administrative agency, or with any Delaware court or arbitrator or governmental or regulatory authority in each case pursuant to the DGCL by the Company or any Subsidiary Guarantor is required in connection with the execution, delivery or performance by the Company of the Shelf Agreement or the Notes or in connection with the execution, delivery or performance by any Subsidiary Guarantor of its Subsidiary Guarantee except such as have been or will be obtained and made on or prior to the Closing Date.

<sup>12</sup> Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

<sup>13</sup> Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

<sup>14</sup> Opinion regarding Subsidiary Guarantors will be limited to only those Subsidiary Guarantors at such Closing Date organized in a jurisdiction in which Proskauer is admitted to practice. Any Subsidiary Guarantor not addressed by such opinion shall, upon request by the Required Holders, be delivered by the Company’s local counsel authorized to practice in the jurisdiction of organization of such Subsidiary Guarantor.

No (i) registration under the Securities Act of 1933, as amended, of the Notes or the Subsidiary Guarantees thereof or (ii) qualification of an indenture in respect of the Notes under the Trust Indenture Act of 1939, as amended, is required for the offering, sale and delivery of the Notes purchased by the Purchaser as contemplated by the Shelf Agreement, assuming (a) the accuracy of the Purchaser's representations contained in Section 6 of the Shelf Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein) and (b) the accuracy of the Company's representations in Section 5 of the Shelf Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein).

The execution, delivery and performance by the Company of the Shelf Agreement and the Notes and the execution, delivery and performance by the Subsidiary Guarantors of their Subsidiary Guarantees do not and will not (i) breach any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease or other agreement or instrument listed on Annex B<sup>15</sup> to such opinion, (ii) violate the provisions of the Charter or By-laws of the Company or (iii) violate the laws of the State of New York, the Delaware General Corporation Law or any federal statute, rule or regulation of the United States of America or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority known to such counsel, applicable to the Company.

The Company is not an "investment company" or, to the knowledge of such counsel, a Person "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Neither the issuance and sale of the Notes and the Subsidiary Guarantees, on the Closing Date with respect to which the opinion is being delivered, nor the application of the proceeds thereof by the Company in a manner consistent with the requirements of the Note Purchase Agreement will violate Regulation T, U or X of the Board of Governors of the United States Federal Reserve System, 12 CFR, Part 220, Part 221 and Part 224, respectively.

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<sup>15</sup> Such Annex B to include, among other things, each Principal Credit Facility and each other agreement for material Indebtedness of the Company and any of its Subsidiaries.

**[FORM OF OPINION OF SPECIAL COUNSEL TO THE PURCHASERS]**

The following opinions are to be provided by special counsel to the Purchasers, subject to customary assumptions, limitations and qualifications. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 (the “**Shelf Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and PGIM, Inc. (“**Prudential**”) and each Prudential Affiliate which becomes party thereto, on the other hand.

Each of the Shelf Agreement, the Request for Purchase, the Confirmation of Acceptance and the Notes constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms. Each Subsidiary Guarantee constitutes a legal, valid and binding obligation of the respective Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms.

No consents, approvals or authorizations of Governmental Authorities of the State of New York or the United States of America are required under the laws of the United States of America or the State of New York on behalf of the Company or any Subsidiary Guarantor in connection with (a) the execution and delivery by the Company or any Subsidiary Guarantor of the documents to which it is a party, or (b) the offer, issuance, sale and delivery of the Notes by the Company.

Each Chosen-Law Provision is enforceable in accordance with New York General Obligations Law section 5-1401, as applied by a New York State court or a federal court sitting in New York and applying New York choice of law principles.

Under the circumstances contemplated by the Shelf Agreement, the Request for Purchase, the Confirmation of Acceptance and the Notes, it is not necessary to register the offer and sale of the Notes or the Subsidiary Guarantees under the Securities Act of 1933, as amended, or to qualify an indenture in respect of the issuance of the Notes under the Trust Indenture Act of 1939, as amended.

Exhibit 4.4(b)-1

## FORM OF CONFIRMATION OF SUBSIDIARY GUARANTEE

Reference is made to the several Subsidiary Guarantees made by each of the undersigned (each a “**Subsidiary Guarantor**”) in favor of the holders of the Shelf Notes described therein (each as amended, restated, supplemented or otherwise modified from time to time, a “**Subsidiary Guarantee**” and collectively, the “**Subsidiary Guarantees**”).

Notwithstanding that such consent is not required under the Subsidiary Guarantees, each of the Subsidiary Guarantors hereby consents to the execution and issue by the Company of its [%] Series [%] Senior Notes, due [%] (the “**Series [%] Notes**”) pursuant to the Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018 between Henry Schein, Inc., on the one hand, and PGIM, Inc. and each Prudential Affiliate which becomes party thereto, on the other hand (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Shelf Agreement**”), which Series [%] Notes will be guaranteed by such Subsidiary Guarantor under its Subsidiary Guarantee. As a material inducement to the Purchasers of the Series [%] Notes to consummate the purchase of the Series [%] Notes under the Shelf Agreement, each of the Subsidiary Guarantors respectively (i) acknowledges and confirms the continuing existence, validity and effectiveness of its Subsidiary Guarantee, including, without limitation, with respect to the Series [%] Notes, and (ii) agrees that the issuance of the Series [%] Notes shall not in any way release, diminish, impair or reduce its obligations under its Subsidiary Guarantee.

Terms used herein that are defined in the Shelf Agreement and are not otherwise defined herein shall have the meanings given in the Shelf Agreement.

[SUBSIDIARY GUARANTORS]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 4.10-1

[FORM OF] SUBSIDIARY GUARANTEE

Dated as of [•], 20[•]

of

[Name of SUBSIDIARY GUARANTOR]

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Exhibit 9.8-1

## SUBSIDIARY GUARANTEE

THIS SUBSIDIARY GUARANTEE, dated as of [•], 20[•] (this “**Guarantee Agreement**”), is made by [•], a [•]<sup>16</sup> (the “**Guarantor**”) in favor of the Purchasers (as defined below) and the other holders from time to time of the Notes (as defined below). The Purchasers and such other holders are herein collectively called the “**holders**” and individually a “**holder**.”

### PRELIMINARY STATEMENTS:

I. Henry Schein, Inc., a Delaware corporation (the “**Company**”), has entered into a Second Amended and Restated Multicurrency Private Shelf Agreement dated as of June 29, 2018 (as amended, modified, supplemented or restated from time to time, the “**Shelf Agreement**”) with PGIM, Inc. and each Prudential Affiliate which becomes a party thereto from time to time (such Prudential Affiliates, the “**Purchasers**”). Capitalized terms used herein have the meanings specified in the Shelf Agreement unless otherwise defined herein.

II. The Shelf Agreement provides for, among other things, (i) the issue and sale to the Series 2010 Purchasers of the Company’s 3.79% Series 2010-A Senior Notes due September 2, 2020, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2010-A Notes**”), (ii) the issue and sale to the Series 2012-A Purchasers of the Company’s 3.45% Series 2012-A Senior Notes due January 20, 2024, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2012-A Notes**”), (iii) the issue and sale to the Series 2012-B Purchasers of the Company’s 3.00% Series 2012-B Senior Notes due December 24, 2024, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2012-B Notes**”), (iv) the issue and sale to the Series 2014-A Purchasers of the Company’s 3.19% Series 2014-A Senior Notes due June 2, 2021, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**2014-A Notes**”), (v) the issue and sale to the Series 2017-A Purchasers of the Company’s 3.42% Series 2017-A Senior Notes due June 16, 2027, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2017-A Notes**”), (vi) the issue and sale to the Series 2018-A Purchasers of the Company’s 3.32%

<sup>16</sup> Insert appropriate form of entity (e.g. corporation, limited liability company, etc.).

Series 2018-A Senior Notes due January 2, 2028, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2018-A Notes**”), and (vii) the issue and sale from time to time of additional senior promissory notes of the Company in the aggregate principal amount from time to time provided for therein (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Shelf Notes**” and, together with the Series 2010-A Notes, the Series 2012-A Notes, the Series 2012-B Notes, the Series 2014-A Notes, the Series 2017-A Notes and the Series 2018-A Notes, collectively, the “**Notes**”).

III. Pursuant to the Shelf Agreement, the Company is required or has chosen to cause the Guarantor to deliver this Guarantee Agreement to the holders.

IV. The Guarantor has received and will receive direct and indirect benefits from the financing arrangements contemplated by the Shelf Agreement. The [Board of Directors] of the Guarantor has determined that the incurrence of such obligations is in the best interests of the Guarantor.

NOW THEREFORE, in compliance with the Shelf Agreement, and in consideration of, the execution and delivery of the Shelf Agreement and the purchase of the Notes by each of the Purchasers, the Guarantor hereby covenants and agrees with, and represents and warrants to each of the holders as follows:

#### **1. GUARANTEE; INDEMNITY.**

**1.1 GUARANTEE.** The Guarantor hereby irrevocably and unconditionally guarantees to each holder, the due and punctual payment in full of (a) the principal of, Make-Whole Amount, if any, and interest on (including, without limitation, any Acquisition Spike and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), and any other amounts due under, the Notes when and as the same shall become due and payable (whether at stated maturity or by required or optional prepayment or by acceleration or otherwise) and (b) any other sums which may become due under the terms and provisions of the Notes, the Shelf Agreement or any other instrument referred to therein (all such obligations described in clauses (a) and (b) above are herein called the “**Guaranteed Obligations**”). The guarantee in the preceding sentence is an absolute, present and continuing guarantee of payment and not of collectability and is in no way conditional or contingent upon any attempt to collect from the Company or any other guarantor of the Notes or upon any other action, occurrence or circumstance whatsoever. In the event that the Company shall fail so to pay any of such Guaranteed Obligations, the Guarantor agrees to pay the same when due to the holders entitled thereto, without demand, presentment, protest or notice of any kind, in lawful money of the United States of America, pursuant to the requirements for payment specified in the Notes and the Shelf

Exhibit 9.8-3

Agreement. Each default in payment of any of the Guaranteed Obligations shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. The Guarantor agrees that the Notes issued in connection with the Shelf Agreement may (but need not) make reference to this Guarantee Agreement.

The Guarantor agrees to pay and to indemnify and save each holder harmless from and against any damage, loss, cost or expense (including attorneys' fees) which such holder may incur or be subject to as a consequence, direct or indirect, of (x) any breach by the Guarantor or by the Company of any warranty, covenant, term or condition in, or the occurrence of any default under, this Guarantee Agreement, the Notes, the Shelf Agreement or any other instrument referred to therein, together with all expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default, (y) any legal action commenced to challenge the validity or enforceability of this Guarantee Agreement, the Notes, the Shelf Agreement or any other instrument referred to therein and (z) enforcing or defending (or determining whether or how to enforce or defend) the provisions of this Guarantee Agreement.

The Guarantor hereby acknowledges and agrees that the Guarantor's liability hereunder is joint and several with any other Person(s) who may guarantee the obligations and Indebtedness under and in respect of the Notes and the Shelf Agreement.

Notwithstanding the foregoing provisions or any other provision of this Guarantee Agreement, the holders (by their acceptance of any Note) and the Guarantor hereby agree that if at any time the Guaranteed Obligations exceed the Maximum Guaranteed Amount determined as of such time with regard to the Guarantor, then this Guarantee Agreement shall be automatically amended to reduce the Guaranteed Obligations to the Maximum Guaranteed Amount. Such amendment shall not require the written consent of the Guarantor or any holder and shall be deemed to have been automatically consented to by the Guarantor and each holder. The Guarantor agrees that the Guaranteed Obligations may at any time exceed the Maximum Guaranteed Amount without affecting or impairing the obligation of the Guarantor. "**Maximum Guaranteed Amount**" means as of the date of determination with respect to the Guarantor, the lesser of (a) the amount of the Guaranteed Obligations outstanding on such date and (b) the maximum amount that would not render the Guarantor's liability under this Guarantee Agreement subject to avoidance under Section 548 of the United States Bankruptcy Code (or any successor provision) or any comparable provision of applicable state law.

**1.2 INDEMNITY.** The Guarantor hereby further agrees that if, for any reason, any amount claimed by a holder of the Notes under this Guarantee Agreement is not recoverable on the basis of a guarantee, it will be liable as a principal debtor and primary obligor to indemnify that holder of the Notes against any cost, loss or liability it incurs as a result of the Company not paying any amount expressed to be payable by it under the Notes, the Shelf Agreement or otherwise on the date when it is expressed to be due. The amount payable by the Guarantor under this Section 1.2 will not exceed the amount it would have had to pay under Section 1.1 if the amount claimed had been recoverable on the basis of a guarantee.

## **2. OBLIGATIONS ABSOLUTE.**

The obligations of the Guarantor hereunder shall be primary, absolute, irrevocable and unconditional, irrespective of the validity or enforceability of the Notes, the Shelf Agreement or any other instrument referred to therein, shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim the Guarantor may have against the Company or any holder or otherwise, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not the Guarantor shall have any knowledge or notice thereof), including, without limitation: (a) any amendment to, modification of, supplement to or restatement of the Notes, the Shelf Agreement or any other instrument referred to therein (it being agreed that the obligations of the Guarantor hereunder shall apply to the Notes, the Shelf Agreement or any such other instrument as so amended, modified, supplemented or restated) or any assignment or transfer of any thereof or of any interest therein, or any furnishing, acceptance or release of any security for the Notes; (b) any waiver, consent, extension, indulgence or other action or inaction under or in respect of the Notes, the Shelf Agreement or any other instrument referred to therein; (c) any bankruptcy, insolvency, arrangement, reorganization, readjustment, composition, liquidation or similar proceeding with respect to the Company or its property; (d) any merger, amalgamation or consolidation of the Guarantor or of the Company into or with any other Person or any sale, lease or transfer of any or all of the assets of the Guarantor or of the Company to any Person; (e) any failure on the part of the Company for any reason to comply with or perform any of the terms of any other agreement with the Guarantor; (f) any failure on the part of any holder to obtain, maintain, register or otherwise perfect any security; or (g) any other event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (whether or not similar to the foregoing), and in any event however material or prejudicial it may be to the Guarantor or to any subrogation, contribution or reimbursement rights the Guarantor may otherwise have. The Guarantor covenants that its obligations hereunder will not be discharged except by indefeasible payment in full in cash of all of the Guaranteed Obligations and all other obligations hereunder.

## **3. WAIVER.**

The Guarantor unconditionally waives to the fullest extent permitted by law, (a) notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any default by the Company in the payment of any amounts due under the Notes, the Shelf Agreement or any other instrument referred to therein, and of any of the matters referred to in Section 2 hereof, (b) all notices which may be required by statute, rule of law or otherwise to preserve any of the rights of any holder against the Guarantor, including, without limitation, presentment to or demand for payment from the Company or the Guarantor with respect to any Note, notice to the Company or to the Guarantor of default or protest for nonpayment or dishonor and the filing of claims with a court in the event of the bankruptcy of the Company, (c) any right to require any holder to enforce,

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assert or exercise any right, power or remedy including, without limitation, any right, power or remedy conferred in the Shelf Agreement or the Notes, (d) any requirement for diligence on the part of any holder and (e) any other act or omission or thing or delay in doing any other act or thing which might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a discharge of the Guarantor or in any manner lessen the obligations of the Guarantor hereunder.

#### **4. OBLIGATIONS UNIMPAIRED.**

The Guarantor authorizes the holders, without notice or demand to the Guarantor and without affecting its obligations hereunder, from time to time: (a) to renew, compromise, extend, accelerate or otherwise change the time for payment of, all or any part of the Notes, the Shelf Agreement or any other instrument referred to therein; (b) to change any of the representations, covenants, events of default or any other terms or conditions of or pertaining to the Notes, the Shelf Agreement or any other instrument referred to therein, including, without limitation, decreases or increases in amounts of principal, rates of interest, the Make-Whole Amount or any other obligation; (c) to take and hold security for the payment of the Notes, the Shelf Agreement or any other instrument referred to therein, for the performance of this Guarantee Agreement or otherwise for the Indebtedness guaranteed hereby and to exchange, enforce, waive, subordinate and release any such security; (d) to apply any such security and to direct the order or manner of sale thereof as the holders in their sole discretion may determine; (e) to obtain additional or substitute endorsers or guarantors; (f) to exercise or refrain from exercising any rights against the Company and others; and (g) to apply any sums, by whomsoever paid or however realized, to the payment of the Guaranteed Obligations and all other obligations owed hereunder. The holders shall have no obligation to proceed against any additional or substitute endorsers or guarantors or to pursue or exhaust any security provided by the Company, the Guarantor or any other Person or to pursue any other remedy available to the holders.

If an event permitting the acceleration of the maturity of the principal amount of any Notes shall exist and such acceleration shall at such time be prevented or the right of any holder to receive any payment on account of the Guaranteed Obligations shall at such time be delayed or otherwise affected by reason of the pendency against the Company, the Guarantor or any other guarantors of a case or proceeding under a bankruptcy or insolvency law, the Guarantor agrees that, for purposes of this Guarantee Agreement and its obligations hereunder, the maturity of such principal amount shall be deemed to have been accelerated with the same effect as if the holder thereof had accelerated the same in accordance with the terms of the Shelf Agreement, and the Guarantor shall forthwith pay such accelerated Guaranteed Obligations.

#### **5. SUBROGATION AND SUBORDINATION.**

(a) The Guarantor will not exercise any rights which it may have acquired by way of subrogation under this Guarantee Agreement, by any payment made hereunder or otherwise, or accept any payment on account of such subrogation rights, or any rights of reimbursement, contribution or indemnity or any rights or recourse to any security for the Notes or this Guarantee Agreement unless and until all of the Guaranteed Obligations shall have been indefeasibly paid in full in cash.

(b) The Guarantor hereby subordinates the payment of all Indebtedness and other obligations of the Company or any other guarantor of the Guaranteed Obligations owing to the Guarantor, whether now existing or hereafter arising, including, without limitation, all rights and claims described in clause (a) of this Section 5, to the indefeasible payment in full in cash of all of the Guaranteed Obligations. If the Required Holders so request, any such Indebtedness or other obligations shall be enforced and performance received by the Guarantor as trustee for the holders and the proceeds thereof shall be paid over to the holders promptly, in the form received (together with any necessary endorsements) to be applied to the Guaranteed Obligations, whether matured or unmatured, as may be directed by the Required Holders, but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee Agreement.

(c) If any amount or other payment is made to or accepted by the Guarantor in violation of any of the preceding clauses (a) and (b) of this Section 5, such amount shall be deemed to have been paid to the Guarantor for the benefit of, and held in trust for the benefit of, the holders and shall be paid over to the holders promptly, in the form received (together with any necessary endorsements) to be applied to the Guaranteed Obligations, whether matured or unmatured, as may be directed by the Required Holders, but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee Agreement.

(d) The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Shelf Agreement and that its agreements set forth in this Guarantee Agreement (including this Section 5) are knowingly made in contemplation of such benefits.

#### **6. REINSTATEMENT OF GUARANTEE.**

This Guarantee Agreement shall continue to be effective, or be reinstated, as the case may be, if and to the extent at any time payment, in whole or in part, of any of the sums due to any holder on account of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by a holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any other guarantors, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Company or any other guarantors or any part of its or their property, or otherwise, all as though such payments had not been made.

#### **7. RANK OF GUARANTEE.**

The Guarantor will ensure that its payment obligations under this Guarantee Agreement will at all times rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Guarantor now or hereafter existing.

## 8. REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR.

The Guarantor represents and warrants to each holder as follows:

**8.1 ORGANIZATION; POWER AND AUTHORITY.** The Guarantor is a [•], duly organized, validly existing and in good standing under the laws of its jurisdiction of [•], and is duly qualified as a foreign [•], where legally applicable, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Guarantor has the [•]<sup>17</sup> power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts, to execute and deliver this Guarantee Agreement and to perform the provisions hereof.

**8.2 AUTHORIZATION, ETC.** This Guarantee Agreement has been duly authorized by all necessary [•]<sup>18</sup> action on the part of the Guarantor, and this Guarantee Agreement constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**8.3 COMPLIANCE WITH LAWS, OTHER INSTRUMENTS, ETC.** The execution, delivery and performance by the Guarantor of this Guarantee Agreement will not

(a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Guarantor or any of its Subsidiaries under, (i) the organizational documents of the Guarantor or (ii) any Material indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other Material agreement or instrument to which the Guarantor or any of its Subsidiaries is bound or by which the Guarantor or any of its Subsidiaries or any of their respective properties may be bound or affected;

(b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Guarantor or any of its Subsidiaries;

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<sup>17</sup> Insert appropriate form of action (e.g. corporate, limited liability company, etc.).

<sup>18</sup> See preceding Note.

(c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Guarantor or any of its Subsidiaries;

except for any such contravention, breach, default, creation of a Lien, conflict or violation described in any of clauses (b), and (c) above which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

**“Governmental Authority”** means (x) the government of (i) the United States of America or any State or other political subdivision thereof, or (ii) any other jurisdiction in which the Guarantor or any of its Subsidiaries conducts all or a material part of its business, or which asserts jurisdiction over any properties of the Guarantor or any of its Subsidiaries, or (y) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

**8.4 GOVERNMENTAL AUTHORIZATIONS, ETC.** No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Guarantor of this Guarantee Agreement.

**8.5 INFORMATION REGARDING THE COMPANY.** The Guarantor now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Company. No holder shall have any duty or responsibility to provide the Guarantor with any credit or other information concerning the affairs, financial condition or business of the Company which may come into possession of the holders. The Guarantor has executed and delivered this Guarantee Agreement without reliance upon any representation by the holders including, without limitation, with respect to (a) the due execution, validity, effectiveness or enforceability of any instrument, document or agreement evidencing or relating to any of the Guaranteed Obligations or any loan or other financial accommodation made or granted to the Company, (b) the validity, genuineness, enforceability, existence, value or sufficiency of any property securing any of the Guaranteed Obligations or the creation, perfection or priority of any lien or security interest in such property or (c) the existence, number, financial condition or creditworthiness of other guarantors or sureties, if any, with respect to any of the Guaranteed Obligations.

**8.6 SOLVENCY.** Upon the execution and delivery hereof, the Guarantor will be solvent, will be able to pay its debts as they mature, and will have capital sufficient to carry on its business.

**8.7 PARI PASSU.** All obligations and liabilities of the Guarantor under this Guarantee Agreement will rank in right of payment at least *pari passu* without preference or priority with all other outstanding unsecured and unsubordinated present Indebtedness of the Guarantor.

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**9. TERM OF GUARANTEE AGREEMENT.**

This Guarantee Agreement and all guarantees, covenants and agreements of the Guarantor contained herein shall continue in full force and effect and shall not be discharged until such time as all of the Guaranteed Obligations and all other obligations hereunder shall be indefeasibly paid in full in cash and the Issuance Period under the Shelf Agreement shall have expired or otherwise terminated and shall be subject to reinstatement pursuant to Section 6; provided that this Guarantee Agreement may be terminated in accordance with, and pursuant to, Section 9.8(d) or Section 9.8(e) of the Shelf Agreement.

**10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.**

All representations and warranties contained herein shall survive the execution and delivery of this Guarantee Agreement and may be relied upon by any subsequent holder, regardless of any investigation made at any time by or on behalf of any Purchaser or any other holder. All statements contained in any certificate or other instrument delivered by or on behalf of the Guarantor pursuant to this Guarantee Agreement shall be deemed representations and warranties of the Guarantor under this Guarantee Agreement. Subject to the preceding sentence, this Guarantee Agreement embodies the entire agreement and understanding between each holder and the Guarantor and supersedes all prior agreements and understandings relating to the subject matter hereof.

**11. AMENDMENT AND WAIVER.**

**11.1 REQUIREMENTS.** Except as otherwise provided in the fourth paragraph of Section 1.1 of this Guarantee Agreement, this Guarantee Agreement may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), with (and only with) the written consent of the Guarantor and the Required Holders, except that no amendment or waiver (a) of any of the first three paragraphs of Section 1.1 or any of Section 1.2 or any of the provisions of Section 2, 3, 4, 5, 6, 7, 9 or 11 hereof, or any defined term (as it is used therein), or (b) which results in the limitation of the liability of the Guarantor hereunder (except to the extent provided in the fourth paragraph of Section 1 of this Guarantee Agreement) will be effective as to any holder unless consented to by such holder in writing.

**11.2 SOLICITATION OF HOLDERS OF NOTES.**

(a) *Solicitation.* The Guarantor will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof. The Guarantor will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 11.2 to each holder promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment*. The Guarantor will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder as consideration for or as an inducement to the entering into by any holder of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder even if such holder did not consent to such waiver or amendment.

**11.3 BINDING EFFECT.** Any amendment or waiver consented to as provided in this Section 11 applies equally to all holders and is binding upon them and upon each future holder and upon the Guarantor without regard to whether any Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant or agreement not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Guarantor and the holder nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder. As used herein, the term “**this Guarantee Agreement**” and references thereto shall mean this Guarantee Agreement as it may be amended, modified, supplemented or restated from time to time.

**11.4 NOTES HELD BY COMPANY, ETC.** Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Guarantee Agreement, or have directed the taking of any action provided herein to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Guarantor, the Company or any of their respective Affiliates shall be deemed not to be outstanding.

## **12. NOTICES.**

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(a) if to the Guarantor, to [•], or such other address as the Guarantor shall have specified to the holders in writing, or

(b) if to any holder, to such holder at the addresses specified for such communications set forth in such holder’s Confirmation of Acceptance, or such other address as such holder shall have specified to the Guarantor in writing.

### 13. MISCELLANEOUS.

**13.1 SUCCESSORS AND ASSIGNS.** All covenants and other agreements contained in this Guarantee Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns whether so expressed or not.

**13.2 SEVERABILITY.** Any provision of this Guarantee Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law), not invalidate or render unenforceable such provision in any other jurisdiction.

**13.3 CONSTRUCTION.** Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such express contrary provision) be deemed to excuse compliance with any other covenant. Whether any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

The section and subsection headings in this Guarantee Agreement are for convenience of reference only and shall neither be deemed to be a part of this Guarantee Agreement nor modify, define, expand or limit any of the terms or provisions hereof. All references herein to numbered sections, unless otherwise indicated, are to sections of this Guarantee Agreement. Words and definitions in the singular shall be read and construed as though in the plural and *vice versa*, and words in the masculine, neuter or feminine gender shall be read and construed as though in either of the other genders where the context so requires.

**13.4 FURTHER ASSURANCES.** The Guarantor agrees to execute and deliver all such instruments and take all such action as the Required Holders may from time to time reasonably request in order to effectuate fully the purposes of this Guarantee Agreement.

**13.5 GOVERNING LAW.** This Guarantee Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

#### **13.6 JURISDICTION AND PROCESS; WAIVER OF JURY TRIAL.**

(a) Each of the Guarantor and each holder irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Guarantee Agreement. To the fullest extent permitted by applicable law, each of the Guarantor and each holder of Notes irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each of the Guarantor and each holder consents to process being served by or on behalf of such Guarantor or any holder, as applicable, in any suit, action or proceeding of the nature referred to in Section 13.6(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 12 or at such other address of which such holder shall then have been notified pursuant to Section 12. Each of the Guarantor and each holder agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 13.6 shall affect the right of any holder to serve process in any manner permitted by law, or limit any right that the holders may have to bring proceedings against the Guarantor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE GUARANTOR AND THE HOLDERS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS GUARANTEE AGREEMENT OR OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH.

**13.7 REPRODUCTION OF DOCUMENTS; EXECUTION.** This Guarantee Agreement may be reproduced by any holder by any photographic, photostatic, electronic, digital, or other similar process and such holder may destroy any original document so reproduced. The Guarantor agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such holder in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 13.7 shall not prohibit the Guarantor or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction. A facsimile or electronic transmission of the signature page of the Guarantor shall be as effective as delivery of a manually executed counterpart hereof and shall be admissible into evidence for all purposes.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee Agreement to be duly executed and delivered as of the date and year first above written.

[Name of Guarantor]

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 9.8-14

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**SCHEDULE 5.4**

**RESTRICTIVE AGREEMENTS**

Receivables securitization facility among Henry Schein, Inc., HSFR, Inc. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., dated April 17, 2013, as amended.

Schedule 5.4-1

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**SCHEDULE 10.1**

**TRANSACTIONS WITH AFFILIATES**

None.

Schedule 10.1-1

**SCHEDULE 10.5**

**EXISTING LIENS**

		<b>Amount USD<sup>19</sup></b>
Marrodent Sp. z o.o.	Capital Lease	303,974
Dental Trey S.r.l.	Capital Lease	2,976,120
Dental Cremer Produtos Odontológicos S.A.	Capital Lease	262,335
Butler Animal Health Supply, LLC (d.b.a. Henry Schein Animal Health)	Capital Lease	155,911
Henry Schein S.R.O.	Capital Lease	399
Medivet S.A.	Capital Lease	346,027
Provet Pty Ltd/ProvetNZ Pty Ltd	Capital Lease	38,980
Vet Quip Pty Ltd	Capital Lease	37,224
Scil Animal Care Company France s.a.r.l.	Capital Lease	458,645
Vettec Produtos Agropecuarios Ltda	Capital Lease	148,889
Henry Schein Veterinary Solutions, LLC	Capital Lease	1,116
BioHorizons Implant Systems, Inc.	Capital Lease	208,095
Several Entities	Security Deposit	195,947
Henry Schein Canada, Inc.	Int'l L/C	3,870
Henry Schein Austria GmbH	Int'l L/C	244,716
Henry Schein Australia Pty Limited/Henry Schein Regional Pty Ltd as the Trustee for The Henry Schein Regional Trust	Int'l L/C	<u>3,389,732</u>
<b>Grand Total</b>		<b><u>8,771,980</u></b>

<sup>19</sup> As of March 31, 2018.

Schedule 10.5-1

**SCHEDULE 10.6**

**EXISTING INDEBTEDNESS**

**SUBSIDIARY INDEBTEDNESS**

	<b>Amount USD<sup>20</sup></b>
Butler Animal Health Supply, LLC (d.b.a. Henry Schein Animal Health)	23,000,000
The Dental Warehouse Proprietary Limited	2,529,493
Henry Schein Trading (Shanghai) Ltd.	8,792,416
Henry Schein Hemao Guangzhou Medical Device Co., Ltd.	794,673
Accord Corporation Limited	2,027,696
Henry Schein Shvavent (2009) LTD	2,478,158
Confidential Entity	5,095,487
<b>Grand Total</b>	<b>44,717,923</b>

<sup>20</sup> As of March 31, 2018.

Schedule 10.6-1

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HENRY SCHEIN, INC.

NEW YORK LIFE INSURANCE COMPANY

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3.79% SERIES A SENIOR NOTES DUE SEPTEMBER 2, 2020

3.09% SERIES B SENIOR NOTES DUE JANUARY 20, 2022

3.19% SERIES C SENIOR NOTES DUE JUNE 2, 2021

3.52% SERIES D SENIOR NOTES DUE SEPTEMBER 15, 2029

\$300,000,000

SECOND AMENDED AND RESTATED MASTER NOTE FACILITY

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Dated June 29, 2018

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EXHIBIT D	—	Form of Opinion of Special Counsel for the Company

June 29, 2018

NYL Investors LLC (as successor in interest to New York Life Investment Management LLC) and each other New York Life Affiliate that is or becomes party hereto  
51 Madison Avenue, 2<sup>nd</sup> Floor  
New York, New York 10010

Ladies and Gentlemen:

Henry Schein, Inc. a Delaware corporation (the “**Company**”), agrees with NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), a Delaware limited liability company (“**New York Life**”) and each New York Life Affiliate (as defined herein) which becomes bound by this Agreement as provided herein (each, a “**Purchaser**” and, collectively, the “**Purchasers**”) as follows. Certain capitalized and other terms used in this Agreement are defined in Schedule A; references to a “Schedule” or an “Exhibit” are to a Schedule or an Exhibit attached to this Agreement unless otherwise specified, and references to any time of day are to New York City local time unless otherwise specified.

#### **SECTION 1. BACKGROUND; AUTHORIZATION OF NOTES.**

**Section 1.1. Background.** The Company, New York Life and certain New York Life Affiliates as Purchasers of the Original Notes (the “**Original Purchasers**”) are currently parties to that certain Amended and Restated Master Note Facility, dated September 15, 2017 (as amended prior to the date hereof, the “**Existing Master Note Facility**”), pursuant to which, *inter alia*, (a) the Company issued and sold to the Series A Purchasers, and the Series A Purchasers purchased from the Company, the Company’s 3.79% Series A Senior Notes due September 2, 2020, in the original aggregate principal amount of \$50,000,000 (the “**Original Series A Notes**”), (b) the Company issued and sold to the Series B Purchasers, and the Series B Purchasers purchased from the Company, the Company’s 3.09% Series B Senior Notes due January 20, 2022, in the original aggregate principal amount of \$50,000,000 (the “**Original Series B Notes**”), (c) the Company issued and sold to the Series C Purchasers, and the Series C Purchasers purchased from the Company, the Company’s 3.19% Series C Senior Notes due June 2, 2021, in the original aggregate principal amount of \$50,000,000 (the “**Original Series C Notes**”), and (d) the Company issued and sold to the Series D Purchasers, and the Series D Purchasers purchased from the Company, the Company’s 3.52% Series D Senior Notes due September 15, 2029, in the original aggregate principal amount of \$100,000,000, in the form of Exhibit A-4 hereto (the “**Series D Notes**” and, together with the Original Series A Notes, the Original Series B Notes and the Original Series C Notes, collectively, the “**Original Notes**”).

## **Section 1.2. Amendment and Restatement of Existing Master Note Facility.**

(a) Effective upon the Restatement Date and subject to the satisfaction of the conditions precedent in Section 4, the parties hereto hereby agree that this Agreement shall, and hereby does, amend, restate and replace in its entirety the Existing Master Note Facility which, as so amended and restated by this Agreement, continues in full force and effect without rescission or novation thereof. The parties hereto hereby acknowledge and agree that the amendments to the Existing Master Note Facility set forth herein could have been effected through an agreement or instrument amending such agreement, and for convenience, the parties hereto have agreed to restate the terms and provisions of the Existing Master Note Facility, as amended hereby, pursuant to this Agreement. Effective upon the Restatement Date, the Existing Master Note Facility will no longer have any notes outstanding (all of the Notes being outstanding under this Agreement effective on such date).

(b) Notwithstanding the foregoing, the representations and warranties of the Company set forth in Section 5 of the Existing Master Note Facility shall be deemed to survive the amendment and restatement of the Existing Master Note Facility, and the representations and warranties of the Company set forth in Section 5 of this Agreement shall be deemed to be additional representations and warranties of the Company made as of the date of this Agreement. Further, the representations and warranties of the Original Purchasers set forth in Section 6 of the Existing Master Note Facility shall be deemed to survive the amendment and restatement of the Existing Master Note Facility.

## **Section 1.3. Amendment and Restatement of Original Notes.**

(a) Pursuant to the Existing Master Note Facility, the Company agreed and consented to the amendment and restatement in their entirety of the Original Series A Notes, effective as of the Original Restatement Date, on the terms set forth in this Section 1.3(a). Each Original Series A Note was thereby and was deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit A-1 (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series A Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series A Note remained the same; provided, however, at the request of any Series A Purchaser, the Company shall execute and deliver a new Series A Note or Series A Notes in the form of such Exhibit A-1 in exchange for its Original Series A Note, registered in the name of such holder, in the aggregate principal amount of the Series A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series A Notes or dated the date of such holder’s Original Series A Notes if no interest shall have been paid thereon.

(b) Pursuant to the Existing Master Note Facility, the Company agreed and consented to the amendment and restatement in their entirety of the Original Series B Notes, effective as of the Original Restatement Date, on the terms set forth in this Section 1.3(b). Each Original Series B Note was thereby and was deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit A-2 (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series B Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 1.3), except that the payee, date, registration number and principal amount set forth in each Original Series B Note remained the same; provided, however, at the request of any Series B Purchaser, the Company shall execute and deliver a new Series B Note or Series B Notes in the form of such Exhibit A-2 in exchange for its Original Series B Note, registered in the name of such holder, in the aggregate principal amount of the Series B Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series B Notes or dated the date of such holder’s Original Series B Notes if no interest shall have been paid thereon.

(c) Pursuant to the Existing Master Note Facility, the Company agreed and consented to the amendment and restatement in their entirety of the Original Series C Notes, effective as of the Original Restatement Date, on the terms set forth in this Section 1.3(c). Each Original Series C Note was thereby and was deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit A-3 (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series C Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 1.3), except that the payee, date, registration number and principal amount set forth in each Original Series C Note remained the same; provided, however, at the request of any Series C Purchaser, the Company shall execute and deliver a new Series C Note or Series C Notes in the form of such Exhibit A-3 in exchange for its Original Series C Note, registered in the name of such holder, in the aggregate principal amount of the Series C Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series C Notes or dated the date of such holder’s Original Series C Notes if no interest shall have been paid thereon.

**Section 1.4. Authorization.** The Company may, from time to time and in accordance with the terms of this Agreement, authorize the issue of senior promissory notes (the “**Shelf Notes**”) in an aggregate outstanding principal amount, when taken together with the Series A Notes, the Series B Notes, the Series C Notes and the Series D Notes, not to exceed \$300,000,000 (or the Dollar Equivalent in other Available Currencies) at any time, each to be dated the date of its issue, bearing interest on the unpaid balance from the date of original issuance at the rate per annum and in the Available Currency as provided by the terms of this Agreement, to mature no more than 15 years after the date of original issuance and to have an average life of no more than 12 years after the date of original issuance. Each Shelf Note will also be subject to the other terms of that Note as described in the Confirmation of Acceptance for the Note delivered pursuant to Section 2.6. Each Shelf Note will be substantially in the form attached as Exhibit A-5. The term “**Note**” and “**Notes**” as used in this Agreement includes the Series A Notes, the Series B Notes, the Series C Notes, the Series D Notes and each Shelf Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or

exchange for any Note pursuant to any such provision. Notes that have (a) the same final maturity, (b) the same principal prepayment dates, (c) the same principal prepayment amounts (as a percentage of the original principal amount of each Note), (d) the same interest rate, (e) the same interest payment periods, (f) the same currency specification, and (g) the same date of issuance (which, in the case of a Note issued in exchange for another Note, is deemed for these purposes the date on which such Note's ultimate predecessor Note was issued), are a "**Series**" of Notes.

## **Section 2. Note Facility.**

**Section 2.1. Facility.** New York Life is willing to consider from time to time, in its sole discretion and within limits that may be authorized for purchase by New York Life and New York Life Affiliates, the purchase of Notes pursuant to this Agreement. The willingness of New York Life to consider such purchase of Notes is the "**Facility.**" **NOTWITHSTANDING THE WILLINGNESS OF NEW YORK LIFE TO CONSIDER PURCHASES OF NOTES BY NEW YORK LIFE OR NEW YORK LIFE AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER NEW YORK LIFE NOR ANY NEW YORK LIFE AFFILIATE WILL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE NOTES, OR, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2, TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF NOTES, AND THE FACILITY IS NOT TO BE CONSTRUED AS A COMMITMENT BY NEW YORK LIFE OR ANY NEW YORK LIFE AFFILIATE.**

**Section 2.2. Issuance Period.** Notes may be issued and sold pursuant to this Agreement until the earlier of:

(a) September 15, 2020 (or if such day is not a Business Day, the Business Day next preceding such day);

(b) the thirtieth day after New York Life gives to the Company, or the Company gives to New York Life, written notice stating that it elects to terminate the issuance and sale of Notes pursuant to this Agreement (or if such thirtieth day is not a Business Day, the Business Day next preceding such thirtieth day);

(c) the Closing Date after which there is no Available Facility Amount;

(d) the termination of the Facility under Section 12.1 of this Agreement; and

(e) the acceleration of any Note under Section 12.1 of this Agreement.

The period during which Notes may be issued and sold pursuant to this Agreement is the "**Issuance Period.**"

**Section 2.3. Periodic Spread Information.** On any Business Day during the Issuance Period and when an Available Facility Amount exists, the Company may request by e-mail or telephone to New York Life, and New York Life will, to the extent reasonably practicable, provide to the Company on that Business Day (if such request is received not later than 9:30 A.M.) or on the following Business Day (if such request is received after 9:30 A.M.) information by e-mail or telephone with respect to various spreads at which New York Life Affiliates might be interested in purchasing Notes of different average lives. The Company, however, will not make such a request more frequently than once in every Business Day or such other period as mutually agreed to by the Company and New York Life. The amount and content of information to be provided is in the sole discretion of New York Life, but it is the intent of New York Life to provide information that will be of use to the Company in determining whether to submit a Request for Purchase under Section 2.4. The delivery of the information requested is not an offer to purchase Notes, and neither New York Life nor any New York Life Affiliate is obligated to purchase Notes at the spreads specified. New York Life may suspend or terminate providing information pursuant to this Section 2.3 for any reason in its sole discretion, including its determination that the credit quality of the Company has declined since the date of this Agreement.

**Section 2.4. Request for Purchase.** The Company may, from time to time during the Issuance Period, make requests for purchases of Notes (each request is called a “**Request for Purchase**”). Each Request for Purchase will be made to New York Life by e-mail or overnight delivery service, and must:

(a) specify the currency (which shall be an Available Currency) of the Notes covered thereby;

(b) specify the aggregate principal amount of Notes covered by the Request for Purchase, in an amount not less than \$20,000,000 (or its equivalent in another Available Currency) and not greater than the Available Facility Amount at the time the Request for Purchase is made;

(c) specify the principal amounts, final maturities (which are no more than 15 years from the date of issuance), average life (which is no more than 12 years from the date of issuance) and principal prepayment dates (if any) of the Notes covered by the Request for Purchase;

(d) specify whether interest payments on such Notes are to be made quarterly or semi-annually in arrears;

(e) specify the use or uses of proceeds of such Notes;

(f) specify the proposed Closing Date for such Notes, which will be a Business Day during the Issuance Period not less than 10 days and not more than 20 days (or as otherwise agreed) after the making of that Request for Purchase;

(g) attach replacement Schedule 5.11 of this Agreement (the “**Updated Schedule**”), to the extent the Company proposes a change to the then existing Schedule 5.11, marked to show changes from such Schedule 5.11,

(h) certify that after giving effect to the replacement of Schedule 5.11 with the Updated Schedule, the representation and warranties contained in Section 5 are true in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) on and as of the date of such Request for Purchase and that there exists on the date of such Request for Purchase no Default or Event of Default; and

(i) be substantially in the form of the attached Exhibit B.

Each Request for Purchase must be in writing and will be deemed made when received by New York Life.

**Section 2.5. Spread Quotes.** Not later than five Business Days after New York Life receives a Request for Purchase pursuant to Section 2.4, New York Life may, but is under no obligation to, provide to the Company by telephone or e-mail, in each case between 9:30 A.M. and 1:30 P.M. (or such later time as New York Life may elect) quotes for interest rate spreads for the several currencies, principal amounts, maturities, principal prepayment schedules, and interest payment periods (whether quarterly or semi-annually) of Notes specified in that Request for Purchase. Each quote will represent the interest rate spread per annum at which a New York Life Affiliate would be willing to purchase such Notes at 100% of the principal amount thereof, over the yield to maturity (a) in the case of Notes to be denominated in Dollars, on the on-the-run U.S. treasury security with a maturity corresponding to the average life of such Notes or in the absence of a single such U.S. treasury security, over the linearly interpolated yield to maturity on two such U.S. treasury securities with maturities on either side of the average life of such Notes, and (b) in the case of Notes to be denominated in an Available Currency other than Dollars, on the relevant government security with a maturity corresponding to the average life of such Notes or in the absence of a single such security, over the linearly interpolated yield to maturity on two such securities with maturities on either side of the average life of such Notes.

**Section 2.6. Acceptance.** By 11 a.m. on next Business Day after New York Life provides interest rate spread quotes pursuant to Section 2.5 or such shorter period as New York Life may specify to the Company (such period, the “**Acceptance Window**”), the Company may, subject to Section 2.7, elect to accept those quotes as to not less than \$20,000,000 (or its equivalent in another Available Currency) aggregate principal amount of the Notes specified in the related Request for Purchase. Each election must be made by a Responsible Officer of the Company, notifying New York Life by telephone or e-mail within the Acceptance Window that the Company elects to accept a spread quote, specifying the Notes (each such Note being an “**Accepted Note**”) as to which such acceptance (the “**Acceptance**”) relates. By the close of business on the day of such Acceptance or as mutually agreed between such parties, the Company and New York Life shall agree (and shall each be required to agree based on customary interest rate determination practices) on the interest rate for the Accepted Notes based on such spread quote. The day an interest rate is agreed with respect to Accepted Notes is the “**Acceptance Day**” for such Accepted Notes. Any quotes as to which New York Life does not receive an Acceptance within the Acceptance Window or which do not result in an agreement as to an interest rate will expire, and no purchase or sale of Notes will be made based on those expired quotes. Subject to Section 2.7 and the other terms and conditions of this Agreement with

respect to the applicable Closing Date, the Company will sell to New York Life or a New York Life Affiliate, and New York Life or a New York Life Affiliate will purchase the Accepted Notes at 100% of the principal amount of those Accepted Notes, which purchase price shall be paid in the Available Currency in which such Notes are denominated. Within three Business Days following the Acceptance Day, New York Life will deliver to the Company a duly completed and executed confirmation of the Acceptance substantially in the form of Exhibit C (the “**Confirmation of Acceptance**”). If the Company does not execute and deliver such Confirmation of Acceptance within four Business Days following the Acceptance Day, New York Life or any New York Life Affiliate may, at its election, cancel the purchase and sale with respect to those Accepted Notes by notifying the Company in writing.

**Section 2.7. Market Disruption.** Notwithstanding any other provision of this Agreement, if New York Life provides quotes pursuant to Section 2.5, and a Market Disruption occurs prior to agreement of the interest rate for Accepted Notes in accordance with Section 2.6, then such quotes will expire, and no purchase or sale of Notes will be made (or be required to be made) based on those expired quotes. If after the occurrence of any such Market Disruption the Company notifies New York Life of the Acceptance of such quotes, such Acceptance will be ineffective for all purposes of this Agreement, and New York Life will promptly notify the Company that the provisions of this Section 2.7 are applicable with respect to such Acceptance. “**Market Disruption**” means the occurrence of any of the following: (a) (i) the domestic market for U.S. Treasury securities has closed or (ii) a general suspension, or significant disruption of trading in securities generally on the New York Stock Exchange or in the domestic market for U.S. Treasury securities or (b) in the case of Notes to be denominated in an Available Currency other than Dollars, the markets for the relevant government securities (which in the case of the Euro, shall be the German Bund) or the Euro Mid-Swap or the spot and forward currency market, the financial futures market or the interest rate swap market shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading.

### **SECTION 3. CLOSINGS.**

**Section 3.1. Facility Closings.** Not later than 11:30 A.M. on the Closing Date for any Accepted Notes, the Company will deliver to each Purchaser the Accepted Notes to be purchased by such Purchaser in the form of one or more Notes in authorized denominations as such Purchaser may request in writing. The Accepted Notes will be dated the Closing Date and registered in the Purchaser’s name (or in the name of its designated nominee or nominees, if any), delivered against payment of the purchase price thereof by transfer of immediately available funds in the Available Currency for such Notes. If the Company fails to tender an Accepted Note prior to 11:30 A.M. on the scheduled Closing Date for those Accepted Notes or on such other Business Day thereafter during the Issuance Period as may be agreed upon by the Company and New York Life or any of the conditions specified in Section 4 are not fulfilled by such time, New York Life and each Purchaser may cancel such purchase and sale, without waiving any rights that New York Life or such Purchaser may have by reason of such failure or non-fulfillment, including any right pursuant to Section 15.1 to require payment of reasonable, documented and invoiced transaction expenses by the Company. The Restatement Closing and each Shelf Closing are hereafter sometimes each referred to as a “**Closing**.”

**Section 3.2. Facility Fee.** On the date of this Agreement, the Company will pay to New York Life in immediately available funds a mutually agreed upon fee (the “**Facility Fee**”).

**Section 3.3. Updates to Schedules.** Upon the issuance of any Series of Notes, any Updated Schedule attached to the Request for Purchase for such Series of Notes shall be deemed to replace automatically the then existing corresponding Schedules to this Agreement in their entirety.

#### **SECTION 4. CONDITIONS TO CLOSING.**

The obligations of New York Life and the Original Purchasers to enter into this Agreement to amend and restate the Existing Master Note Facility and to make the Facility available to the Company is subject to the satisfaction, on or before the Restatement Date, of the conditions set forth in this Section 4 (other than the conditions set forth in Sections 4.3(b), 4.4, 4.5, 4.7, 4.9, 4.10, 4.12, 4.13 and 4.14(a), (b), (d) and (e)). Each Purchaser’s obligation to purchase and pay for the Notes to be sold to such Purchaser at any Closing is subject to the fulfillment to such Purchaser’s reasonable satisfaction, prior to or at such Closing, of the conditions set forth in this Section 4 (other than, with respect to any Closing other than the Restatement Closing, Section 4.11).

**Section 4.1. Representations and Warranties.** The representations and warranties of the Company in this Agreement, after giving effect to the replacement of Schedule 5.11, if any, with the Updated Schedule attached to the Request for Purchase for such Notes, shall be correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) when made and at the time of such Closing, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct (in all material respects as applicable) as of such earlier date and (ii) with respect to Section 5.6, as disclosed in the Company’s Quarterly Report on Form 10-Q or in the Company’s Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission, provided that, in the case of any Shelf Closing, such Form 10-Q or Form 10-K, as applicable, was filed at least five (5) Business Days prior to the execution of the Request for Purchase and Confirmation of Acceptance in connection with such Shelf Closing.

**Section 4.2. Performance; No Default.** The Company shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at such Closing and, after giving effect to the issue and sale of the Notes (in the case of any Closing other than the Restatement Closing) to be purchased (and the application of the proceeds thereof as contemplated by the related Request for Purchase), no Default or Event of Default shall have occurred and be continuing.

#### **Section 4.3. Compliance Certificates.**

(a) *Officer’s Certificate.* The Company shall have delivered to such Purchaser an Officer’s Certificate, dated the Closing Date, certifying that the conditions specified in Sections 4.1, 4.2 and 4.8 have been fulfilled.

(b) *Secretary's Certificate*. The Company shall have delivered to such Purchaser a certificate of its Secretary or Assistant Secretary, dated the Closing Date, certifying as to the resolutions attached thereto, incumbency of applicable officers and other corporate proceedings relating to the authorization, execution and delivery of related Notes.

**Section 4.4. Opinions of Counsel.** Such Purchaser shall have received opinions in form and substance reasonably satisfactory to such Purchaser, dated the Closing Date (a) from Proskauer Rose LLP (or successor counsel), special counsel for the Company, covering the matters set forth in Exhibit D and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from King & Spalding LLP (or successor counsel), the Purchasers' special counsel in connection with such transactions, in a form acceptable to the Purchasers and covering such other matters incident to such transactions as such Purchaser may reasonably request.

**Section 4.5. Purchase Permitted By Applicable Law, Etc.** On the Closing Date such Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, and (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System).

**Section 4.6. Payment of Fees and Expenses.** Without limiting the provisions of Section 15.1, the Company shall have paid to New York Life and each Purchaser on or before such Closing any fees due it pursuant to or in connection with this Agreement. Without limiting the provisions of Section 15.1, the Company shall have paid on or before the Closing all reasonable, documented and invoiced fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day prior to the Closing Date.

**Section 4.7. Private Placement Number.** A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for the Notes to be purchased.

**Section 4.8. Changes in Corporate Structure.** The Company shall not have changed its jurisdiction of incorporation or organization, as applicable, or been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity, except to the extent permitted under Section 10.4, at any time following the date of the most recent financial statements referred to in Section 5.1.

**Section 4.9. Funding Instructions.** At least two Business Days prior to the Closing Date, each Purchaser shall have received written instructions signed by a Responsible Officer on letterhead of the Company confirming (i) the name and address of the transferee bank, (ii) such transferee bank's ABA number and (iii) the account name and number into which the purchase price for the Notes is to be deposited.

**Section 4.10. Other Conditions.** Any special conditions to such purchase which may be specified by New York Life and agreed to by the Company at or prior to the time of the Confirmation of Acceptance, such as repayment of existing Indebtedness, shall have been fulfilled.

**Section 4.11. Amendment and Restatement of Other Shelf Agreements.** New York Life and each Original Purchaser shall have received executed copies of the Prudential Shelf Agreement and the MetLife Note Agreement, in each case, in form and substance satisfactory to New York Life and such Original Purchaser.

**Section 4.12. Financial Statements.** Such Purchaser shall have received financial statements of the type described in Section 7.1(a) and (b) for all periods ending after December 31, 2017 and prior to the 90<sup>th</sup> day preceding the Closing Date.

**Section 4.13. Proceedings.** All corporate or similar authorizations by the Company and each Guarantor required for the issuance, purchase and sale of the Notes by the Company and for the execution, delivery and performance of all documents and instruments required to consummate such transactions shall be reasonably satisfactory to such Purchaser and its special counsel.

**Section 4.14. Closing Documents.** Such Purchaser shall have received the following, each dated the Closing Date and in form and substance reasonably satisfactory to such Purchaser:

(a) In the case of any Closing (other than the Restatement Closing), contemporaneously the Note(s) to be purchased by such Purchaser, duly executed by an Responsible Officer of the Company.

(b) A good standing certificate for the Company from the Secretary of State of Delaware, and from each Guarantor from the Secretary of State of the state of its organization, in each case dated of a recent date and such other evidence of the status of the Company as the Purchaser may reasonably request.

(c) Duly executed counterparts to a Guaranty Agreement, or a reaffirmation of the Guaranty Agreement previously executed by such Subsidiary, in a form acceptable to such Purchaser from each Subsidiary of the Company that is either (x) a guarantor of the obligations of the Company or any Subsidiary under a Principal Debt Facility, (y) a borrower or other obligor under a Principal Debt Facility or (z) a guarantor of other Notes.

(d) Such documents and certifications as the Purchasers may reasonably require at least 3 Business Days prior to the Closing Date to evidence that the Company and each Guarantor is duly organized or formed.

(e) All such counterpart originals or certified or other copies of such documents as such Purchaser or such Purchaser's special counsel may reasonably request at least 3 Business Days in advance of the Closing Date.

## SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each Purchaser that:

### Section 5.1. Financial Condition.

(a) The consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at December 26, 2015, December 31, 2016 and December 31, 2017, respectively, and the related consolidated and consolidating statements of operations and of cash flows for the fiscal years ended on such dates, reported on by BDO Seidman, LLP, copies of which have heretofore been furnished to each Purchaser, present fairly, in all material respects, the consolidated and consolidating financial condition of the Company and its consolidated Subsidiaries as at such dates, and the consolidated and consolidating results of their operations and of their cash flows for the fiscal years then ended. All such financial statements, including the related schedules and notes thereto, were, as of the date prepared, prepared in accordance with GAAP applied consistently throughout the periods involved (except as otherwise expressly noted therein, and show all material Indebtedness and other liabilities, direct or contingent, of the Company and each of its Subsidiaries as of the dates thereof, including liabilities for taxes, material commitments and Indebtedness. Neither the Company nor any of its consolidated Subsidiaries had, at the date of the most recent balance sheets referred to above, any material Guarantee Obligation, material contingent liability or material liability for taxes, or any material long-term lease or material forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto.

(b) As of the date hereof, there are no liabilities or obligations of the Company or any of its Subsidiaries, whether direct or indirect, absolute or contingent, or matured or unmatured, other than (i) as disclosed or provided for in the financial statements and notes thereto which are referred to above, (ii) which are disclosed elsewhere in this Agreement or in the Schedules hereto, (iii) arising in the ordinary course of business since December 31, 2017, (iv) created by this Agreement or (v) liabilities or obligations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. As of the date hereof, the written information, exhibits and reports furnished by the Company to the Purchasers in connection with the negotiation of this Agreement, taken as a whole, are complete and correct in all material respects.

**Section 5.2. No Material Adverse Change.** Since December 31, 2017, there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

**Section 5.3. Organization; Powers.** Each of the Company and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite corporate or other applicable power and authority, and the legal right (in all material respects), to own and operate its property, to lease the property it

operates as lessee and to conduct the business in which it is currently engaged, (c) where legally applicable, is duly qualified as a foreign corporation or other applicable entity and in good standing (or equivalent status) under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law (provided that no representation or warranty is made in this subsection 5.3(d) with respect to Requirements of Law referred to in subsections 5.8, 5.10, 5.14 or 5.15), except to the extent that the failure of the foregoing clauses (a) (only with respect to Subsidiaries of the Company which are not Guarantors), (c) and (d) to be true and correct could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

**Section 5.4. Authorization; Enforceability.** Each of the Company and its Subsidiaries has the requisite corporate or other applicable power and authority, and the legal right in all material respects, to make, deliver and perform the Note Documents to which it is a party, if any, and in the case of the Company, to issue the Notes hereunder and has taken all necessary corporate action to authorize (in the case of the Company) the issuance of the Notes on the terms and conditions of this Agreement and any Notes and to authorize the execution, delivery and performance of the Note Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required with respect to the Company or any of its Subsidiaries in connection with the issuance of the Notes hereunder or with the execution, delivery, performance, validity or enforceability of the Note Documents to which the Company or any Guarantor (if any) is a party except for such consents, authorizations, filings, notices or other acts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. This Agreement and each other Note Document to which the Company or any Guarantor (if any) is, or is to become, a party has been or will be, duly executed and delivered on behalf of the Company or such Guarantor (if any). This Agreement and each other Note Document to which the Company or any Guarantor (if any) is, or is to become, a party constitutes or, upon execution and delivery thereof, will constitute, a legal, valid and binding obligation of the Company or such Guarantor (if any), as the case may be, enforceable against the Company or such Guarantor (if any), as the case may be, in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

**Section 5.5. No Conflicts.** The execution, delivery and performance of the Note Documents, the issuance of the Notes, the guarantees of the Notes and the use of proceeds thereof (i) will not violate any Requirement of Law or Contractual Obligation of the Company or of any of its Subsidiaries, except for such violations which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (ii) will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**Section 5.6. No Material Litigation.** No litigation, investigations or proceedings of or before any arbitrator or Governmental Authority are pending or, to the knowledge of the Company, threatened in writing by or against the Company or any of its Subsidiaries or against any of its or their respective properties (a) with respect to any of the Note Documents or any of the transactions contemplated hereby or thereby, or (b) as to which (x) there is a reasonable likelihood of an adverse determination and (y) that, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect.

**Section 5.7. Compliance with Laws.** Each of the Company and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 5.8. Taxes.** Each of the Company and its Subsidiaries has timely filed or caused to be filed all Federal, state and other material Tax returns and reports required to have been filed and has paid or caused to be paid all such Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Company or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 5.9. Use of Proceeds; Margin Regulations.** The proceeds of the sale of the Original Notes were used as set forth in the applicable Requests for Purchase (as defined in the Existing Master Note Facility). The Company will apply the proceeds of the sale of the Shelf Notes as set forth in the Request for Purchase of such Notes. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of such Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of such Board (12 CFR 220). Margin stock does not constitute more than 5.0% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5.0% of the value of such assets. As used in this Section, the terms “margin stock” and “purpose of buying or carrying” shall have the meanings assigned to them in Regulation U.

**Section 5.10. Environmental Matters.**

(a) 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 have a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability or has actual knowledge of a potential claim that is reasonably likely to result in Environmental Liability to the Company or any of its Subsidiaries or (iii) has received written notice of any claim with respect to any Environmental Liability.

(b) Since the date of this Agreement, with respect to any Environmental Liability, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**Section 5.11. Disclosure.** The statements and information contained herein and in any of the information provided to the Purchasers in writing (other than financial projections) in connection with or pursuant to this Agreement, taken as a whole, do not contain any untrue statement of any material fact, or omit to state a fact necessary in order to make such statements or information not misleading in any material respect, in each case in light of the circumstances under which such statements were made or information provided as of the date so provided.

**Section 5.12. Ownership of Property: Liens.** Each of the Company and its Subsidiaries has good and sufficient title in fee simple to, or valid leasehold interests in, all real property necessary or occupied in the ordinary conduct of its business, except for such defects in title which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 5.13. Compliance with ERISA.**

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 430 or 436 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually, or in the aggregate, Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by an amount that could reasonably be expected to have a Material Adverse Effect. The term "**benefit liabilities**" has the meaning specified in section 4001 of ERISA and the terms "**current value**" and "**present value**" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.13(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds used to pay the purchase price of the Notes to be purchased by such Purchaser.

**Section 5.14. Reserved.**

**Section 5.15. Investment and Holding Company Status.** Neither the Company nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

**Section 5.16. Guarantors.** As of the Restatement Date and after giving effect to the transactions contemplated hereby, no Subsidiary has issued or is subject to any Guarantee Obligation in respect of any Principal Debt Facility.

**Section 5.17. Private Offering by the Company.** Neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

**Section 5.18. Foreign Assets Control Regulations, Etc.**

(a) Neither the Company nor any Subsidiary (i) is a Blocked Person, (ii) has been notified that its name appears or may in the future appear on a State Sanctions List or (iii) is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Company nor any Subsidiary (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Company's knowledge, is under investigation by any Governmental Authority for possible violation of any U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Subsidiary, directly or, to the knowledge of the Company, indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any applicable U.S. Economic Sanctions Laws or (C) otherwise in violation of any applicable U.S. Economic Sanctions Laws;

(ii) will be used, directly or, to the knowledge of the Company, indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Company has implemented and maintains in effect policies and procedures designed to ensure that the Company and each Subsidiary is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

**Section 5.19. Status under Certain Statutes.** Neither the Company nor any Subsidiary is subject to regulation under the Public Utility Holding Company Act of 2005, as amended, the ICC Termination Act of 1995, as amended, or the Federal Power Act, as amended.

## **SECTION 6. REPRESENTATIONS OF THE PURCHASERS.**

**Section 6.1. Purchase for Investment.** Each Purchaser severally represents that (a) in the case of any Purchaser (other than an Original Purchaser), it is purchasing the Notes purchased by it hereunder, and (b) in the case of an Original Purchaser, it purchased the Original Notes purchased by it under the Existing Master Note Facility, in each case, for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, *provided* that the disposition of such Purchaser's or their property shall at all times be within such Purchaser's or such pension or trust fund's control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Notes.

**Section 6.2. Source of Funds.** At least one of the following statements was as of the date of the purchase of the applicable Original Notes an accurate representation as to each source of funds (a “**Source**”) used by such Original Purchaser to pay the entire purchase price of such Original Notes purchased by such Original Purchaser under the Existing Master Note Facility, and each Purchaser (other than an Original Purchaser) severally represents that at least one of the following statements is an accurate representation as to each Source to be used by such Purchaser to pay the entire purchase price of the Notes to be purchased by it hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“**PTE**”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the “**NAIC Annual Statement**”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part V of PTE 84-14 (the “**QPAM Exemption**”)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part V of the QPAM Exemption), no employee benefit plan’s assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section V(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed

by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM (applying the definition of “control” in Part V(e) of the QPAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of Part IV(h) of PTE 96-23 (the “**INHAM Exemption**”)) managed by an “in-house asset manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in Section IV(d) of the INHAM Exemption) owns a 10% or more interest in the Company (as determined under Part IV(d) of the INHAM Exemption, as amended effective April 1, 2011) and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms “**employee benefit plan**,” “**governmental plan**,” and “**separate account**” shall have the respective meanings assigned to such terms in section 3 of ERISA.

**Section 6.3. Accredited Investor.** Each Purchaser severally represents that it is a “qualified institutional buyer” (as such term is defined under Rule 144A promulgated under the Securities Act, or any successor law, rule or regulation) or an “accredited investor” (as such term is defined under Regulation D promulgated under the Securities Act, or any successor law, rule or regulation).

## **SECTION 7. INFORMATION AS TO COMPANY.**

The Company covenants that so long as any of the Notes are outstanding it shall:

**Section 7.1. Financial Statements.** Furnish to each holder of the Notes (the delivery of which shall be deemed made on the date on which such information has been posted on the Company’s website on the Internet at <http://www.henryschein.com> or is available on the website of the U.S. Securities and Exchange Commission at <http://www.sec.gov> (to the extent such information has been posted or is available)):

(a) as soon as available, but in any event within 90 days (or, to the extent the Company is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K) after the end of each fiscal year of the Company, a copy of the audited consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at the end of such year and the related consolidated and consolidating statements of operations and stockholders' equity and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, reported on without a qualification arising out of the scope of the audit, by BDO Seidman, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Required Holders, including an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to each holder of the Notes;

(b) as soon as available, but in any event not later than 45 days (or, to the extent the Company is a reporting company under the Securities Act of 1933, as amended, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q) after the end of each of the first three quarterly periods of each fiscal year of the Company, the unaudited consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries, as at the end of each such quarter and the related unaudited consolidated and consolidating statements of operations and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period or periods in the previous year, all certified by a Responsible Officer of the Company as being fairly stated in all material respects (subject to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto); and

All such financial statements shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (subject, in the case of the aforesaid quarterly financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto).

**Section 7.2. Certificates; Other Information.** Furnish to each holder of Notes:

(a) simultaneously with the delivery of the financial statements referred to in subsections 7.1(a) and (b), a certificate of the chief financial officer or treasurer of the Company, certifying that to the best of his knowledge (i) no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, (ii) the Company is in compliance with the requirements of subsections 10.1 (including reasonably detailed calculations), 10.2(p), 10.3(a), 10.3(b)(viii) and 10.5(g) (and including with respect to each such subsection, if

requested, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such subsections, and the calculation of the amount, ratio or percentage then in existence), (iii) whether any Subsidiary that is not a Guarantor has executed any Guaranty with respect to any Principal Debt Facility during the relevant period and (iv) such financial statements have been prepared in accordance with GAAP (subject in the case of subsection 7.1(b) to normal, recurring, year-end adjustments and except for the absence of GAAP notes thereto);

(b) promptly, such additional financial and other information available to the Company as any holder of Notes may from time to time reasonably request; and

(c) promptly after the same are available (which shall be deemed available on the date on which such information has been posted on the Company's website on the Internet at <http://www.henryschein.com> or is available on the website of the U.S. Securities and Exchange Commission at <http://www.sec.gov> (to the extent such information has been posted or is available)), and in any event within five (5) Business Days after the sending or filing thereof, copies of all proxy statements, financial statements and reports which the Company or any of its Subsidiaries sends to its stockholders, and copies of all regular, periodic and special reports and all registration statements which the Company or any such Subsidiary files with the Securities and Exchange Commission or any governmental authority which may be substituted therefor, or with any national securities exchange or state securities administration.

## **Section 8. Payment and Prepayment of the Notes.**

**Section 8.1. Required Prepayments; Maturity.** Each Series of Notes will be subject to required prepayment, if any, as and to the extent set forth in the Notes of such Series.

### **Section 8.2. Optional Prepayments.**

(a) Each Series of Notes will be subject to prepayment, in whole at any time or from time to time in part, at the option of the Company, in a minimum amount of (a) \$1,000,000 or any integral multiple of \$100,000 in excess thereof, in the case of Notes denominated in Dollars, (b) €1,000,000 or any integral multiple of €100,000 in excess thereof, in the case of Notes denominated in Euros, (c) £1,000,000 or any integral multiple of £100,000 in excess thereof, in the case of Notes denominated in British Pounds, and (d) A\$1,000,000 or any integral multiple of A\$100,000 in excess thereof, in the case of Notes denominated in Australian Dollars or, if less, the aggregate principal amount outstanding in respect of the Notes of the Series, at 100% of the principal amount so prepaid plus interest thereon to the prepayment date, the Make-Whole Amount and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount with respect to each Note. Any partial prepayment of a Series of the Notes pursuant to this Section 8.2(a) will be applied in satisfaction of required payments of principal in inverse order of their scheduled due dates.

(b) The Company will give the holder of each Note of a Series to be prepaid pursuant to this Section 8.2 irrevocable written notice of the prepayment not less than 10 Business Days prior to the prepayment date, specifying the prepayment date, the aggregate principal amount of the Notes of the Series to be prepaid on that date, the principal amount of the Notes of the Series held by the holder to be prepaid on that date and that prepayment is to be made pursuant to this Section 8.2. If proper notice has been given, the principal amount of the Notes specified in that notice, together with interest thereon to the prepayment date, the Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount will be due and payable on that prepayment date.

**Section 8.3. Allocation of Partial Prepayments.** In the case of each prepayment of less than the entire unpaid principal amount of all outstanding Notes of a Series pursuant to Section 8.1 or Section 8.2, the amount to be prepaid will be applied pro rata to all outstanding Notes of that Series according to the respective unpaid principal amounts thereof.

**Section 8.4. Maturity; Surrender, Etc.** In the case of each prepayment of Notes pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date, the applicable Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest, Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company by the applicable holder thereof promptly upon request and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

**Section 8.5. Purchase of Notes.** The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment or prepayment of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

**Section 8.6. Offer to Prepay Notes in the Event of a Change in Control.**

(a) Notice of Change in Control or Control Event. The Company will promptly upon any Responsible Officer obtaining actual knowledge of the occurrence of any Change in Control or Control Event, give written notice of such Change in Control or Control Event to each holder of Notes unless notice shall have been given pursuant to clause (b) of this Section 8.6. If a Change in Control has occurred, such notice shall contain and constitute an offer to prepay the Notes as described in clause (c) of this Section 8.6 and shall be accompanied by the certificate described in clause (f) hereof.

(b) Condition to Company Action. The Company will not take any action that consummates or finalizes a Change in Control unless at least 10 Business Days prior to such action it shall have given to each holder of Notes written notice of such impending Change in Control.

(c) Offer to Prepay Notes. The offer to prepay Notes contemplated by the foregoing clause (a) shall be an offer to prepay, in accordance with and subject to this Section 8.6, all, but not less than all, the Notes held by each holder (in this case only, “holder” in respect of any Note registered in the name of a nominee for a disclosed beneficial owner shall mean such beneficial owner) on a date specified in such offer (the “**Proposed Prepayment Date**”). Such Proposed Prepayment Date shall be not less than 10 days and not more than 30 days after the date of such offer (if the Proposed Prepayment Date shall not be specified in such offer, the Proposed Prepayment Date shall be the 5th day after the date of such offer); provided however that the Proposed Prepayment Date shall not be later than the date of consummation of such Change in Control. Such offer to prepay shall be conditioned upon the consummation of the proposed Change in Control and if such Change of Control shall not occur, such offer to prepay shall be void and no rights or obligations shall exist with respect thereto (the “**Consummation Condition**”).

(d) Acceptance; Rejection. The Company shall, on or before the Business Day prior to the Proposed Prepayment Date, give renotification and confirmation thereof (by telephone or email) to each holder, which shall have designated a recipient of such notices in the applicable Confirmation of Acceptance or by notice in writing to the Company. A holder of Notes may, subject to the Consummation Condition, accept the offer to prepay made pursuant to this Section 8.6 by causing a notice of such acceptance to be delivered to the Company on or before the fifth day prior to the Proposed Prepayment Date. A failure by a holder of Notes to respond to an offer to prepay made pursuant to this Section 8.6 on or before such date shall be deemed to constitute an acceptance of such offer by such holder.

(e) Prepayment. Prepayment of the Notes to be prepaid pursuant to this Section 8.6 shall be at 100% of the principal amount of such Notes, together with interest accrued to the date of prepayment, plus the Make-Whole Amount and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount with respect thereto. The prepayment shall be made on the Proposed Prepayment Date, subject to the Consummation Condition.

(f) Officer’s Certificate. Each offer to prepay the Notes pursuant to this Section 8.6 shall be accompanied by a certificate, executed by a Responsible Officer of the Company and dated the date of such offer, specifying: (i) the Proposed Prepayment Date; (ii) that such offer is made pursuant to this Section 8.6; (iii) the principal amount of each Note offered to be prepaid; (iv) the interest that would be due on each Note offered to be prepaid, accrued to the Proposed Prepayment Date; (v) the estimated Make-Whole Amount due in connection with such prepayment (in each case, calculated as if the date of such certificate were the date of the prepayment), setting forth the details of such computation; (vi) that the conditions of this Section 8.6 have been fulfilled; and (vii) in reasonable detail, the nature and date of the Change in Control.

(g) **Make-Whole Amount Calculation.** Two Business Days prior to the Proposed Prepayment Date, the Company shall deliver to each holder of Notes to be prepaid a certificate, executed by a Responsible Officer of the Company specifying the calculation of such Make-Whole Amount as of the Proposed Prepayment Date.

**Section 8.7. Prepayment in Connection with a Disposition.**

(a) If the Company elects to make an offer to prepay the Notes in connection with any Disposition pursuant to Section 10.5, the Company shall give written notice of such offer to prepayment (a “**Disposition Prepayment Notice**”) to each holder of a Note, which Disposition Prepayment Notice shall (i) describe the facts and circumstances of such Disposition in reasonable detail, (ii) refer to this Section 8.7 and the rights of the holders of Notes hereunder, and (iii) identify a date, which shall be no more than 60 days and not less than 30 days after the date of the Disposition Prepayment Notice, on which the Company shall prepay the Pro Rata Portion of the unpaid principal amount of the Notes issued by the Company and held by such holder, together with interest thereon to the prepayment date, Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount (showing in such Disposition Prepayment Notice the amount of the prepayment, the interest and an estimate of the Make-Whole Amount which would be paid on such prepayment date (calculated as if the date of such Disposition Prepayment Notice was the date of prepayment)). Unless any holder of a Note has rejected such offer to prepay its Note in connection with such Disposition in writing by notice to the Company within 10 days after receipt of the Disposition Prepayment Notice, such holder shall be deemed to have accepted such offer to prepay the principal amount of its Note.

(b) On the prepayment date specified in the Disposition Prepayment Notice, the appropriate portion of unpaid principal amount of the Notes held by each holder of a Note (other than those holders who have rejected the offer to prepay pursuant to clause (a)), together with the accrued and unpaid interest thereon to the prepayment date, the Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount shall become due and payable.

**Section 8.8. Make-Whole Amount.**

(a) Make-Whole Amount with respect to Non-Swapped Notes.

“**Make-Whole Amount**” means, with respect to any Non-Swapped Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Non-Swapped Note over the amount of such Called Principal, *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount with respect to any Non-Swapped Note, the following terms have the following meanings:

“**Applicable Percentage**” means 0.50% (50 basis points).

**“Called Principal”** means, with respect to any Non-Swapped Note, the principal of such Non-Swapped Note that is to be prepaid pursuant to Section 8.2(a), Section 8.6 or Section 8.7 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

**“Discounted Value”** means, with respect to the Called Principal of any Non-Swapped Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Non-Swapped Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

**“Implied Rate Australian Dollar Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in Australian Dollars, the yield to maturity implied by (i) the ask-side yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PXAU” on Bloomberg Financial Markets (or such other display as may replace “Page PXAU” on Bloomberg Financial Markets) for the actively traded benchmark Australian Government bonds having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields for such securities as determined by Recognized Australian Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice, and (b) interpolating linearly between (1) the actively traded benchmark Australian Government bonds with the maturity closest to and greater than the Remaining Average Life of such Called Principal, and (2) the actively traded benchmark Australian Government bonds with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Implied Rate British Pound Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in British Pounds, the yield to maturity implied by (i) the ask-side yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated “Page PXUK” on Bloomberg Financial Markets (or such other display as may replace “Page PXUK” on Bloomberg Financial Markets) for actively traded gilt-edged securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields as determined by Recognized British Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded gilt-edged security with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the actively traded gilt-edged security with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Implied Rate Dollar Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in Dollars, the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life.

**“Implied Rate Euro Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in Euros, the yield to maturity implied by (i) the ask-side yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PXGE” on Bloomberg Financial Markets (or such other display as may replace “Page PXGE” on Bloomberg Financial Markets) for the benchmark German Bund having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields as determined by Recognized German Bund Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the benchmark German Bund with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the benchmark German Bund with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Recognized Australian Government Bond Market Makers”** means two internationally recognized dealers of Australian Government bonds reasonably selected by New York Life.

**“Recognized British Government Bond Market Makers”** means two internationally recognized dealers of gilt edged securities reasonably selected by New York Life.

**“Recognized German Bund Market Makers”** means two internationally recognized dealers of German Bunds reasonably selected by New York Life.

**“Reinvestment Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in (i) Dollars, the Applicable Percentage plus the Implied Rate Dollar Yield, (ii) Euros, the Applicable Percentage plus the Implied Rate Euro Yield, (iii) British Pounds, the

Applicable Percentage plus the Implied Rate British Pound Yield, and (iv) Australian Dollars, the Applicable Percentage plus the Implied Rate Australian Dollar Yield. The Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Non-Swapped Note.

**“Remaining Average Life”** means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

**“Remaining Scheduled Payments”** means, with respect to the Called Principal of any Non-Swapped Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Non-Swapped Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2, Section 8.6, Section 8.7 or Section 12.1.

**“Settlement Date”** means, with respect to the Called Principal of any Non-Swapped Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2, Section 8.6 or Section 8.7 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

(b) Make-Whole Amount with respect to Swapped Notes.

**“Make-Whole Amount”** means, with respect to any Swapped Note, an amount equal to the excess, if any, of the Swapped Note Discounted Value of the Swapped Note Remaining Scheduled Swap Payments with respect to the Swapped Note Called Notional Amount related to such Swapped Note over such Swapped Note Called Notional Amount, *provided* that the Make-Whole Amount may in no event be less than zero. All payments of Make-Whole Amounts with respect to Swapped Notes shall be made in Dollars. For the purposes of determining the Make-Whole Amount with respect to any Swapped Note, the following terms have the following meanings:

**“New Swap Agreement”** means any cross-currency swap agreement (which does not qualify as a Replacement Swap Agreement) pursuant to which the holder of a Swapped Note is to receive payment in Dollars and which is entered into in full or partial replacement of an Original Swap Agreement as a result of such Original Swap Agreement having terminated for any reason. The terms of a New Swap Agreement with respect to any Swapped Note do not have to be identical to those of the Original Swap Agreement with respect to such Swapped Note. Any holder of a Swapped Note that enters into or terminates a New Swap Agreement shall within a reasonable period of time thereafter deliver to the Company (i) a schedule describing the confirmation or termination related thereto or (ii) a copy of the confirmation or termination related thereto.

**“Original Swap Agreement”** means, with respect to any Swapped Note, (x) a cross-currency swap agreement and annexes and schedules thereto (an **“Initial Swap Agreement”**) that is entered into on an arm’s length basis by the original purchaser of such Swapped Note (or any affiliate thereof) in connection with the purchase of such Swapped Note and relates to the scheduled payments by the Company of interest and principal on such Swapped Note, under which the purchaser of such Swapped Note is to receive payments from the counterparty thereunder in Dollars and which is more particularly described (i) on a schedule delivered to the Company prior to Closing or (ii) in a notice provided by such Purchaser to the Company prior to Closing (each a “Swap Description”), and, in the case of the immediately preceding clause (ii), the Company hereby agrees to promptly provide written acknowledgment to such Purchaser of such Swap Description prior to Closing, (y) any Initial Swap Agreement that has been assumed (without any waiver, amendment, deletion or replacement of any material economic term or provision thereof) by a holder of a Swapped Note in connection with a transfer of such Swapped Note and (z) any Replacement Swap Agreement; and a **“Replacement Swap Agreement”** means, with respect to any Swapped Note, a cross-currency swap agreement and annexes and schedules thereto with payment terms and provisions (other than a reduction in notional amount, if applicable) identical to those of the Initial Swap Agreement with respect to such Swapped Note that is entered into on an arm’s length basis by the holder of such Swapped Note in full or partial replacement (by amendment, modification or otherwise) of such Initial Swap Agreement (or any subsequent Replacement Swap Agreement) in a notional amount not exceeding the outstanding principal amount of such Swapped Note following a non-scheduled partial prepayment or a partial repayment or purchase of such Swapped Note prior to its scheduled maturity. Any holder of a Swapped Note that enters into, assumes or terminates an Initial Swap Agreement or Replacement Swap Agreement shall within a reasonable period of time thereafter deliver to the Company (i) an updated schedule describing the confirmation, assumption or termination related thereto or (ii) a copy of the confirmation, assumption or termination related thereto.

**“Swap Agreement”** means, with respect to any Swapped Note, an Original Swap Agreement or a New Swap Agreement, as the case may be.

**“Swapped Note”** means any Note that as of the applicable Closing Date is subject to a Swap Agreement. A “Swapped Note” shall no longer be deemed a “Swapped Note” for so long as the related Swap Agreement ceases to be in force in respect thereof, unless, and until, a Replacement Swap Agreement or a New Swap Agreement is entered into with respect to such Note; *provided* that if there is any Note that is a Swapped Note outstanding as of the date on which either the Company has provided notice of prepayment or offer of prepayment of such Note pursuant to Section 8 or such Note has become or is declared to be immediately due and payable pursuant to Section 12.1, then such Note shall be deemed to be a Swapped Note until payment in full of the principal, interest and Make-Whole Amount (if any) and Swap Breakage Amount due with respect to such Note.

**“Swapped Note Applicable Percentage”** means 0.50% (50 basis points).

**“Swapped Note Called Notional Amount”** means, with respect to any Swapped Note Called Principal of any Swapped Note, the payment in Dollars due to the holder of such Swapped Note under the terms of the Swap Agreement to which such holder is a party, attributable to and in exchange for such Swapped Note Called Principal and assuming that such Swapped Note Called Principal is paid on its scheduled payment date, provided that if such Swap Agreement is not an Original Swap Agreement, then the “Swapped Note Called Notional Amount” in respect of such Swapped Note shall not exceed the amount in Dollars which would have been due to the holder of such Swapped Note under the terms of the Original Swap Agreement to which such holder was a party (or if such holder was never party to an Original Swap Agreement, then the last Original Swap Agreement to which the most recent predecessor in interest to such holder as a holder of such Swapped Note was a party), attributable to and in exchange for such Swapped Note Called Principal and assuming that such Swapped Note Called Principal is paid on its scheduled payment date.

**“Swapped Note Called Principal”** means, with respect to any Swapped Note, the principal of such Swapped Note that is to be prepaid pursuant to Section 8.2, Section 8.6 or Section 8.7 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

**“Swapped Note Discounted Value”** means, with respect to the Swapped Note Called Notional Amount of any Swapped Note that is to be prepaid pursuant to Section 8.2, Section 8.6 or Section 8.7 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires, the amount obtained by discounting all Swapped Note Remaining Scheduled Swap Payments corresponding to the Swapped Note Called Notional Amount of such Swapped Note from their respective scheduled due dates to the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on such Swapped Note is payable) equal to the Swapped Note Reinvestment Yield with respect to such Swapped Note Called Notional Amount.

**“Swapped Note Reinvestment Yield”** means, with respect to the Swapped Note Called Notional Amount of any Swapped Note, the sum of (i) the Swapped Note Applicable Percentage plus (ii) the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Swapped Note Remaining Average Life of such Swapped Note Called Notional Amount as of such Swapped Note Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant

maturity equal to the Swapped Note Remaining Average Life of such Swapped Note Called Notional Amount as of such Swapped Note Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Swapped Note Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Swapped Note Remaining Average Life. The Swapped Note Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Swapped Note.

**“Swapped Note Remaining Average Life”** means, with respect to any Swapped Note Called Notional Amount, the number of years obtained by dividing (i) such Swapped Note Called Notional Amount into (ii) the sum of the products obtained by multiplying (a) the principal component of each Swapped Note Remaining Scheduled Swap Payment with respect to such Swapped Note Called Notional Amount by (b) the number of years (computed on the basis of a 360-day year of twelve thirty day months and calculated to two decimal places) that will elapse between the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount and the scheduled due date of such Swapped Note Remaining Scheduled Swap Payment.

**“Swapped Note Remaining Scheduled Swap Payments”** means, with respect to the Swapped Note Called Notional Amount relating to any Swapped Note, the payments due to the holder of such Swapped Note in Dollars under the terms of the Swap Agreement to which such holder is a party which correspond to all payments of the Swapped Note Called Principal of such Swapped Note corresponding to such Swapped Note Called Notional Amount and interest on such Swapped Note Called Principal (other than that portion of the payment due under such Swap Agreement corresponding to the interest accrued on the Swapped Note Called Principal to the Swapped Note Settlement Date) that would be due after the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount assuming that no payment of such Swapped Note Called Principal is made prior to its originally scheduled payment date, provided that if such Swapped Note Settlement Date is not a date on which an interest payment is due to be made under the terms of such Swapped Note, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Swapped Note Settlement Date and required to be paid on such Swapped Note Settlement Date pursuant to Section 8.2, Section 8.6, Section 8.7 or Section 12.1.

**“Swapped Note Settlement Date”** means, with respect to the Swapped Note Called Principal of any Swapped Note, the date on which such Swapped Note Called Principal is to be prepaid pursuant to Section 8.2, Section 8.6 or Section 8.7 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

### Section 8.9 Swap Breakage.

(a) If any Swapped Note is prepaid pursuant to Section 8.2, Section 8.6 or Section 8.7 or has become or is declared to be immediately due and payable pursuant to Section 12.1 (each a “**Swap Unwind Event**”), then upon any such Swap Unwind Event (i) any resulting Swap Breakage Loss in connection therewith shall be reimbursed to the holder of such Swapped Note by the Company in Dollars no later than five Business Days after the date such holder has delivered the Swap Breakage Amount Notice with respect to such Swap Unwind Event and (ii) any resulting Swap Breakage Gain in connection therewith shall be forwarded to the Company by the holder of such Swapped Note in Dollars no later than five Business Days after the date such holder shall have received payment in full of the principal, interest and Make-Whole Amount (if any) due hereunder with respect to such Swap Unwind Event. Each holder of a Swapped Note shall be responsible for calculating its own Swap Breakage Amount in Dollars in connection with any Swap Unwind Event, and such calculations shall within a reasonable period of time thereafter be reported to the Company in writing and in reasonable detail (the “**Swap Breakage Amount Notice**”) and shall be binding on the Company absent demonstrable error.

(b) As used in this Section 8.9, “**Swap Breakage Amount**” means, with respect to the Swap Agreement associated with any Swapped Note, the amount that is received (in which case the Swap Breakage Amount shall be referred to as the “**Swap Breakage Gain**”) or paid (in which case the Swap Breakage Amount shall be referred to as the “**Swap Breakage Loss**”) by the holder of such Swapped Note in connection with a termination or amendment of its Swap Agreement resulting from a Swap Unwind Event, where:

(i) such Swap Breakage Amount shall be calculated upon the inclusion of an accelerated exchange and payment of principal amounts and associated accrued and unpaid interest, whereby in connection with and incorporated into the termination or amendment of the Swap Agreement and determination of the Swap Breakage Amount, all remaining associated principal payments otherwise scheduled through the natural duration of the Swap Agreement and associated accrued and unpaid interest shall be accelerated and made (in their respective applicable currencies) at the time of the settlement of such termination or amendment (or, in the case of a Swap Unwind Event resulting from a Swapped Note becoming or being declared to be immediately due and payable pursuant to Section 12.1, as if such remaining associated principal payments and associated accrued and unpaid interest had been accelerated and made at the time of the settlement of such termination); and

(ii) the holder of such Swapped Note shall determine such Swap Breakage Amount in good faith and in a commercially reasonable manner in accordance with customary practices for calculating such amounts under the ISDA 1992 Multi-Currency Cross Border Master Agreement or ISDA 2002 Master Agreement, as applicable (the “**ISDA Master Agreement**”) pursuant to which such holder entered into such Swap Agreement and assuming for the purpose of such calculation that there are no transactions outstanding under such ISDA Master Agreement other than such Swap Agreement,

*provided, however*, that if such holder (or its predecessor-in-interest with respect to such Swapped Note) was, but is not at the time, a party to an Original Swap Agreement but is a party to a New Swap Agreement, then the Swap Breakage Amount shall mean the *lesser of* (x) the

Swap Breakage Amount that would have been received or paid by the holder of such Swapped Note under the terms of the Original Swap Agreement (if any) in respect of such Swapped Note to which such holder (or any affiliate thereof) was a party (or if such holder was never a party to an Original Swap Agreement, then the last Original Swap Agreement to which the most recent predecessor in interest to such holder as a holder of a Swapped Note was a party) and (y) the Swap Breakage Amount actually received or paid by the holder of such Swapped Note under the terms of the New Swap Agreement to which such holder (or any affiliate thereof) is a party.

#### **SECTION 9. AFFIRMATIVE COVENANTS.**

The Company covenants that so long as any of the Notes are outstanding:

**Section 9.1. Conduct of Business and Maintenance of Existence.** The Company will, and will cause each of its Subsidiaries to (a) preserve, and keep in full force and effect its corporate existence and good standing under the laws of its jurisdiction of organization, except as otherwise permitted hereunder or where failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, and (b) take all reasonable action to maintain all rights, privileges and franchises necessary in the operation or its business, except to the extent that failure to maintain such rights, privileges and franchises, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 9.2. Payment of Obligations.** The Company will, and will cause each of its Subsidiaries to, pay and discharge (a) all taxes upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by the Company or such Subsidiary, and (b) all lawful claims which, if unpaid, would by law (without satisfaction of any other conditions, such as notice) become a Lien upon its property (other than Liens permitted by subsection 10.2), in each case where a failure to pay and discharge such taxes and claims could reasonably be expected to have a Material Adverse Effect.

**Section 9.3. Maintenance of Properties.** The Company will, and will cause each of its Subsidiaries to maintain and keep all of its material properties necessary in the operation of its business in good repair, working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 9.4. Maintenance of Insurance.** The Company will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as is customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

**Section 9.5. Books and Records.** The Company will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Company or any of its Subsidiaries, except where the failure to so comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 9.6. Inspection Rights** Subject to Section 20, the Company will, and will cause each of its Subsidiaries to, permit representatives of each holder of Notes:

(a) *No Default* — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable advance notice to a Responsible Officer of the Company or such Guarantor (if any), as the case may be, to visit the principal executive office of the Company, to examine its corporate, financial and operating records, and to discuss the affairs, finances and accounts of the Company and its Subsidiaries with its officers and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, all at such reasonable times during normal business hours as may be reasonably desired; provided, however, that (x) the holders of Notes shall use reasonable efforts to coordinate with each other in order to minimize the number of such inspections and discussions; and (y) with respect to access for environmental inspections, the holders of Notes shall only have the right to inspect once every twelve months unless a holder of Notes has reason to believe that a condition exists or an event has occurred which reasonably could give rise to liability under the Environmental Laws; and

(b) *Default* — if a Default or Event of Default then exists, at the expense of the Company and without advance notice, to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its officers and (with the consent of the Company, which consent will not be unreasonably withheld) independent public accountants, at any time during normal business hours.

**Section 9.7. Compliance with Laws.** The Company will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority to which each of them is subject, including all Environmental Laws, 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 9.8. Use of Proceeds.** The Company will, and will cause each of its Subsidiaries to, use the proceeds of the Notes for general corporate purposes of the Company and its Subsidiaries, including for acquisitions and refinancing of Indebtedness. No part of the proceeds of any Notes will be used, whether directly or indirectly, for any purpose that entails violation of any of the Regulations of the Board of Governors of the Federal Reserve System, including Regulations T, U and X.

**Section 9.9. Notices.** The Company will promptly give notice to each holder of Notes upon obtaining actual knowledge of:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Company or any Affiliate thereof that could reasonably be expected to have a Material Adverse Effect;

(c) the following events, as soon as possible and in any event within 30 days after the Company obtains actual knowledge thereof: (i) the occurrence or reasonably expected occurrence of any ERISA Event with respect to any Plan, (ii) a failure to make any required contribution to a Plan within the period required by applicable law, (iii) the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (iv) the institution of proceedings or the taking of any other similar action by the PBGC or the Company or any ERISA Affiliate or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan, other than the termination of any Single Employer Plan that is not a distress termination pursuant to Section 4041(c) of ERISA where, with respect to any event listed above, the amount of liability the Company or any ERISA Affiliate could reasonably be expected to have a Material Adverse Effect; and

(d) any other development known to Company that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered pursuant to this subsection shall be accompanied by a statement of a Responsible Officer of the Company setting forth details of the occurrence or development referred to therein and stating what action the Company proposes to take with respect thereto.

**Section 9.10. Guarantors.** Simultaneously with any Subsidiary becoming, but only for so long as such Subsidiary shall be, (x) a guarantor of the obligations of the Company or any Subsidiary under a Principal Debt Facility or (y) a borrower or other obligor under a Principal Debt Facility, the Company will cause such Person to enter into a Guaranty Agreement in form and substance reasonably acceptable to the Required Holders, and thereupon such Person shall become a Guarantor hereunder for all purposes.

**Section 9.11. Pari Passu Status.** The Company will cause all Indebtedness owing under the Notes and under this Agreement to rank at all times at least *pari passu* with all other present and future unsecured Indebtedness of the Company.

**Section 10. Negative Covenants.** The Company covenants that so long as any of the Notes are outstanding:

**Section 10.1 Consolidated Leverage Ratio.** The Company will not permit the Consolidated Leverage Ratio at any time during any period of four consecutive fiscal quarters of the Company to exceed 3.25 to 1.0; provided that, to the extent the Company consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding \$150,000,000 (each, a “**Material Acquisition**”), the Company may elect, upon written notice to New York Life and each holder of a Note that is an Institutional Investor, which notice shall be provided no later than the last Business Day of the fiscal quarter in which the relevant Material

Acquisition is consummated, to increase the maximum Consolidated Leverage Ratio permitted by this Section 10.1 to 3.75 to 1.0 for the fiscal quarter in which such Material Acquisition is consummated and the three consecutive fiscal quarters of the Company following such Material Acquisition (each, a **“Four Quarter Period”**) (retroactive to the first day of such Four Quarter Period), and the interest rate applicable to the Notes shall increase by 0.50% per annum during the period from (and retroactive to) the first day of such Four Quarter Period until the earlier of (i) the last day of such fiscal quarter at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company then ended did not exceed 3.25 to 1.0 (retroactive to such date) and (ii) the last day of such Four Quarter Period (each, a **“Covenant Reset Date”**) (such increase, the **“Acquisition Spike”**); provided further that, the maximum Consolidated Leverage Ratio may be increased to 3.75 to 1.0 for a Four Quarter Period in connection with a Material Acquisition no more than three times after the Restatement Date. For the avoidance of doubt, the Consolidated Leverage Ratio may not exceed 3.25 to 1.0 for the four fiscal quarters of the Company then last ended (in each case taken as one accounting period) as of the last day of each fiscal quarter that ends after a Covenant Reset Date during a Four Quarter Period. If the Consolidated Leverage Ratio is increased for a Four Quarter Period pursuant to the preceding sentence, no corresponding increase in the Consolidated Leverage Ratio with respect to a subsequent Material Acquisition may occur until the completion of at least one full fiscal quarter following the last day of such Four Quarter Period.

**Section 10.2 Limitations on Liens.** The Company will not, and will not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

- (a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Company or its Subsidiaries, as the case may be, in conformity with GAAP;
- (b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;
- (c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;
- (d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Company and its Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of capital leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the principal amount of the Indebtedness secured thereby does not exceed the fair market value of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to subsection 10.3(a);

(h) Liens created or arising pursuant to any Note Documents, and Liens securing other Indebtedness of the Company; provided, that the Obligations are also concurrently equally and ratably secured pursuant to documentation in form and substance reasonably satisfactory to the Required Holders (including, but not limited to, documentation such as security agreements and other necessary or desirable collateral agreements, an intercreditor agreement and opinions of independent legal counsel);

(i) Liens granted by any Subsidiary in favor of the Company;

(j) judgment Liens securing judgments and other court proceedings not constituting an Event of Default under Section 11(i);

(k) any Lien on any property of the Company or any Subsidiary existing on the Restatement Date and set forth on Schedule 10.2 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Company or any Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(l) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof 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 or assets of the Company or any Subsidiary and (iii) the principal amount of Indebtedness secured by such Lien is not increased;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments;

(n) Reserved;

(o) Liens granted by any Subsidiary of the Company that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Subsidiary;

(p) Liens (not otherwise permitted hereunder) which secure obligations or Indebtedness of the Company or any of its Subsidiaries; provided that any obligation or Indebtedness secured pursuant to this Section 10.2(p) shall not at the most recent date on which any such obligation or Indebtedness was incurred exceed 10% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; provided further that neither the Company nor any of its Subsidiaries will secure any amounts owed or outstanding under any Principal Debt Facility or any private shelf agreement or note purchase agreement (however designated or styled), including, without limitation, the Prudential Shelf Agreement and the MetLife Note Agreement, pursuant to this clause (p); and

(q) Liens securing Indebtedness permitted by Section 10.3(b)(x); provided that such Liens shall extend solely to the property, assets and revenues of Spinco and its Subsidiaries.

**Section 10.3. Limitation on Indebtedness.** The Company will not, and will not permit any of its Subsidiaries to, create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to all Receivables Transactions that is (i) non-recourse with respect to the Company and its Subsidiaries (other than any Receivables Subsidiary) and (ii) in an aggregate principal amount as of the most recent date on which such Indebtedness was incurred not exceeding 15% of Consolidated Total Assets as of the last day of the fiscal quarter of the Company most recently ended immediately on or prior to such incurrence date; or

(b) any Indebtedness of any Subsidiary other than:

(i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under subsection 10.3(a),

(ii) any Indebtedness of any Subsidiary which is a Guarantor,

(iii) any Indebtedness of any Subsidiary existing on the Restatement Date and set forth on Schedule 10.3 and any refinancing thereof; provided, that the then outstanding principal amount thereof is not increased and the weighted average maturity thereof is not decreased,

(iv) any Indebtedness of any Subsidiary owed to the Company or any other Subsidiary,

(v) any Indebtedness arising in respect of capital leases or purchase money obligations incurred in accordance with subsection 10.2(f),

(vi) Reserved,

(vii) Indebtedness of any Subsidiary of the Company in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business,

(viii) any other Indebtedness of Subsidiaries; provided, however, that such Indebtedness, together with all preferred stock of any Subsidiary held by any Person other than the Company or a wholly owned Subsidiary, shall not at the most recent date on which any such Indebtedness was incurred exceed 10% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date;

(ix) any Guarantee Obligation of the Company in respect of Indebtedness incurred by any Subsidiary under clause (vii) above, in an aggregate amount not to exceed \$300,000,000; and

(x) any Indebtedness incurred by Spinco or its Subsidiaries, provided that (w) such Indebtedness is incurred in contemplation of the consummation of the Spin Off (whether substantially simultaneously with, or in the reasonable judgment of the Company, within a reasonable time period prior to the Spin Off) or following the Spin Off and the proceeds of which are used, among other things, for the purpose of making dividends to the Company, (x) such Indebtedness is not guaranteed, directly or indirectly, by the Company or any of its Subsidiaries (other than Spinco and its Subsidiaries), (y) such Indebtedness shall be promptly repaid in the event that a Spin Off Termination occurs and (z) no Default or Event of Default shall have occurred and be continuing.

**Section 10.4. Fundamental Changes.** The Company will not, and will not permit any of its Subsidiaries to, liquidate, windup or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default or Event of Default exists or would result therefrom:

(a) any Subsidiary may merge with (i) the Company, provided that the Company shall be the continuing or surviving Person, or (ii) any one or more Subsidiaries, provided that (A) when any wholly-owned Subsidiary is merging with another Subsidiary, such wholly-owned Subsidiary shall be the continuing or surviving Person, (B) when any Foreign Subsidiary is merging with a Domestic Subsidiary, such Domestic Subsidiary shall be the continuing or surviving Person and (C) when any Subsidiary is merging with a Subsidiary Guarantor, such Subsidiary Guarantor shall be the continuing or surviving Person;

(b) any (i) Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Company or to a Domestic Subsidiary; provided that if the transferor in such a transaction is a wholly-owned Subsidiary, then the transferee must also be a wholly-owned Subsidiary; and (ii) Foreign Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Subsidiary;

(c) any Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Subsidiary;

(d) "Inactive" or "shell" Subsidiaries (i.e., a Person that is not engaged in any business and that has total assets of \$2,000,000 or less) may be dissolved or otherwise liquidated, provided that (x) all of the assets and properties of any such Subsidiaries are transferred to the Company or another Subsidiary upon dissolution/liquidation and (y) the aggregate total assets of all Subsidiaries permitted to be dissolved or otherwise liquidated under this clause (d) shall not exceed \$40,000,000;

(e) the Company may merge or consolidate with any Person, provided that the Company shall be the continuing or surviving Person;

(f) the Company and any of its Subsidiaries may make Dispositions expressly permitted by Section 10.5;

(g) the Company or any Subsidiary may contribute, distribute or otherwise transfer (in one or more transactions) all or any portion of the Animal Health Business to Spinco or to its Subsidiaries;

(h) the Company or any Subsidiary may effectuate the Spin Off; and

(i) Spinco may pay one or more dividends to the Company in connection with the Spin Off.

**Section 10.5. Dispositions.** The Company will not, and will not permit any of its Subsidiaries to, make any Disposition or enter into any agreement to make any Disposition, except:

- (a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;
- (b) Dispositions of inventory and cash equivalents in the ordinary course of business;
- (c) Dispositions of property by any Subsidiary to the Company or to any other Subsidiary;
- (d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 10.3(a);
- (e) the nonexclusive license of intellectual property of the Company or any of its Subsidiaries to third parties in the ordinary course of business;
- (f) without limitation to clause (a), the Company and its Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange is used (or contractually committed to be used) to acquire (and results within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value;
- (g) other Dispositions where (i) in the good faith opinion of the Company, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Company or the applicable Subsidiary, as the case may be; (ii) immediately after giving effect to such Disposition, no Event of Default would exist; and (iii) either (A) an amount equal to the net proceeds realized upon such Disposition are within 90 days after the consummation of such Disposition applied by the Company to prepay or repay Indebtedness that ranks at least pari passu with the Notes (other than Indebtedness owing to the Company, any Subsidiary or any Affiliate of the Company) so long as in connection with any such payment or prepayment of such Indebtedness, the Company shall, on or before the date of such payment or prepayment, prepay a Pro Rata Portion of each Note then outstanding as provided in Section 8.7 or (B) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any fiscal four quarter period of the Company plus the Fair Market Value of any other property Disposed of during such four quarter period (but excluding the Fair Market Value or consideration receivable of all property and assets disposed of in a Disposition for which the net proceeds are applied in accordance with clause (A)) does not equal or exceed 15% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company; and
- (h) other Dispositions by the Company or any Subsidiary to effectuate the Spin Off.

**Section 10.6. ERISA.** The Company will not, and will not permit any of its Subsidiaries to, engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to (a) engage in any non-exempt “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code); (b) fail to comply with ERISA or any other applicable laws; or (c) incur any material “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA), which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

**Section 10.7. Transactions with Affiliates.** The Company will not, and will not permit any of its Subsidiaries to, enter into any transaction of any kind with any Affiliate of the Company, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Company or any Subsidiary than would be obtained in a comparable arm’s-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Company and any of its Subsidiaries or between any of its Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Company and its Subsidiaries, (c) transactions effected as part of a Receivables Transaction, (d) compensation arrangements of officers and other employees of the Company and its Subsidiaries entered into in the ordinary course of business or (e) transactions or entry into agreements between the Company and/or its Subsidiaries and Spinco and/or its Subsidiaries in contemplation of or to effectuate the Spin Off.

**Section 10.8. Restrictive Agreements.** The Company will not, and will not permit any of its Subsidiaries to, 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 to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Company or any other Subsidiary or to Guaranty Indebtedness of the Company or any other Subsidiary; *provided* that (i) the foregoing shall not apply to prohibitions, restrictions and conditions (x) imposed by law, (y) contained in the organizational documents of Subsidiaries that are joint ventures to the extent such documents restrict the ability of such Subsidiaries to pay dividends or make similar distributions, or (z) contained in agreements governing Indebtedness of Subsidiaries that are joint ventures owed to the Company or any other lender provided the Company is the administrative agent (or equivalent role) thereunder to the extent such agreements restrict the ability of such Subsidiaries to pay dividends or make similar distributions, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 10.8 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), or (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder.

**Section 10.9. Line of Business.** The Company will not, and will not permit any of its Subsidiaries to, engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the Restatement Date.

**Section 10.10. Terrorism Sanctions Regulations.** The Company will not, and will not permit any Subsidiary to, (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or, to the knowledge of the Company after due inquiry, indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any holder or any affiliate of such holder to be in violation of, or subject to sanctions under, any U.S. Economic Sanctions Laws applicable to such holder, or (ii) is prohibited by or subject to sanctions under any applicable U.S. Economic Sanctions Laws.

**Section 10.11. Covenants Relating to the Spin-Off.**

(a) The Company shall (i) promptly notify New York Life and each holder of the Notes that is an Institutional Investor of the public filing of all material transaction documents (including any filings on Form S-1, Form S-11, Form 10 or Form 11 (or any such equivalent form)) relating to the Spin Off and (ii) upon consummation of the Spin Off, shall deliver to New York Life and each holder of Notes an officer's certificate certifying as to (A) the accuracy of the representations and warranties set forth in Section 5 (except with respect to Section 5.6, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to New York Life and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date of such officer's certificate) and (B) the absence of any Default or Event of Default.

(b) The Company will not, and will not permit any of its Subsidiaries (other than Subsidiaries of Spinco) to, contribute to Spinco or any of its Subsidiaries any assets (including cash) other than as contemplated by the Spinco Contribution and Distribution Agreement.

(c) The Company will not, and will not permit any of its Subsidiaries to, amend or otherwise modify the Spinco Contribution and Distribution Agreement in any material respect without the prior written consent of the Required Holders, except for amendments or modifications that are not materially adverse to the holders of the Notes or that could not reasonably be expected to result in a Material Adverse Effect.

## SECTION 11. EVENTS OF DEFAULT.

Any of the following shall constitute an Event of Default:

(a) The Company shall fail to pay any principal, Make-Whole Amount or Swap Breakage Amount, if any, on any Note when due in accordance with the terms thereof or hereof; or the Company shall fail to pay any interest on any Note, or any fee or other amount payable hereunder, within five Business Days after any such interest or other amount becomes due in accordance with the terms thereof or hereof;

(b) Any representation or warranty made by the Company or any Guarantor (if any) herein or in any other Note Document or which is contained in writing delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made;

(c) (i) The Company shall default in the observance or performance of any covenant contained in subsection 9.8, subsection 9.9, subsection 9.10 or Section 10; or (ii) the Company shall default in the observance or performance of any covenant contained in subsection 7.1, and such default shall continue unremedied for a period of 10 days; or (iii) the Company or any Guarantor shall default in the observance or performance of any other agreement contained in this Agreement or in any Guaranty Agreement (other than as provided above in this Section), and such default described in this clause (c)(iii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (c)(iii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period and (z) the Company or such Guarantor is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised each holder of Notes as to the remedy thereof, the first 30-day period referred to in this clause (c)(iii) shall be extended for an additional 30-day period but only so long as (A) the Company or such Guarantor continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect;

(d) The Company or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness (other than Indebtedness permitted under subsection 10.3(b)(vi)), when and as the same shall become due and payable (after giving effect to all applicable grace periods, if any);

(e) The Company or any Subsidiary defaults (whether as primary obligor or as guarantor or other surety) in any payment of principal of or premium or make-whole amount or interest or fees on any Material Indebtedness beyond any period of grace provided with respect thereto; or an event or condition occurs that results in any Material Indebtedness (other than Indebtedness permitted under subsection 10.3(b)(vi)) becoming due (or one or more Persons are entitled to declare such Material Indebtedness to be due) prior to its scheduled maturity, or immediately and without satisfaction or any condition required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity (or one or more Persons shall have the right to require the Company or any Subsidiary to so prepay, repurchase, redeem or defease such Material Indebtedness); provided that this clause (e) 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;

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company, any Guarantor (if any) 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 Company, any Guarantor (if any) or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(g) The Company, any Guarantor 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, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (f) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company, any Guarantor 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, (vi) take any action for the purpose of effecting any of the foregoing or (vii) shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(h) An ERISA Event shall have occurred that, in the reasonable judgment of the Required Holders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to have a Material Adverse Effect;

(i) Any Note Document, at any time after its execution and delivery and for any reason other than the agreement of all of holders of the Notes or satisfaction in full of all the Obligations, ceases to be in full force and effect in any material respect, or is declared by a court of competent jurisdiction to be null and void, invalid or unenforceable in any material respect; or the Company or any Guarantor (if any) denies that it has any or further liability or obligation under any Note Document, or purports to revoke, terminate (except as expressly permitted hereunder) or rescind any Note Document; or

(j) One or more judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money in an aggregate amount in excess of \$200,000,000 shall be rendered against the Company, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Subsidiary to enforce any such judgment.

## SECTION 12. REMEDIES ON DEFAULT, ETC.

**Section 12.1. Acceleration.** (a) If an Event of Default with respect to the Company described in Section 11(f) or (g) (other than an Event of Default described in clause (vii) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (vii) of Section 11(g)) has occurred, the Facility will automatically terminate and all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, any holder or holders of more than 50% in principal amount of the Notes at the time outstanding may at any time at its or their option, by notice or notices to the Company, terminate the Facility and/or declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) related to failure to pay interest, principal, Make-Whole Amount or Swap Breakage Amount has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, but not limited to, interest accrued thereon at the default rate specified in the applicable Notes) and (y) the Make-Whole Amount and Swap Breakage Amount, if any, determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount and Swap Breakage Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

**Section 12.2. Other Remedies.** If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

**Section 12.3. Rescission.** At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the holders of not less than 50% in principal amount of the Notes then outstanding, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of, Make-Whole Amount and Swap Breakage Amount, if any, on any Notes that are

due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal, Make-Whole Amount and Swap Breakage Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the default rate specified in the applicable Notes, (b) neither the Company nor any other Person shall have paid any amounts which have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

**Section 12.4. No Waivers or Election of Remedies, Expenses, Etc.** No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

### **SECTION 13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.**

**Section 13.1. Registration of Notes.** The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

**Section 13.2. Transfer and Exchange of Notes.** Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)), for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other information for notices of each transferee of such Note or part thereof), within ten Business Days thereafter, the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) in exchange therefor, of the same Series and in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of (a) Exhibit A-1, in the case of a Series A Note, (b) Exhibit A-2, in the case of a Series B

Note, (c) Exhibit A-3, in the case of a Series C Note, (d) Exhibit A-4, in the case of a Series D Note, or (e) Exhibit A-5, in the case of a Shelf Note. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than \$100,000, in the case of Notes denominated in Dollars, €100,000, in the case of Notes denominated in Euros, £100,000, in the case of Notes denominated in British Pounds, or A\$100,000, in the case of Notes denominated in Australian Dollars; provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than \$100,000, €100,000, £100,000 or A\$100,000, respectively. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2. Each transferee of Notes shall give written notice to the Company of the transfer of such notes to such transferee within 30 days after consummation of such transfer, which notice shall include the name of each transferee of such Notes and a Purchaser Schedule for each such transferee.

**Section 13.3. Replacement of Notes.** Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least \$100,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter, the Company at its own expense shall execute and deliver, in lieu thereof, a new Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

#### **SECTION 14. PAYMENTS ON NOTES.**

**Section 14.1. Place of Payment.** Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, Swap Breakage Amount, if any, and interest becoming due and payable on the Notes shall be made in New York, New York at the principal office of JPMorgan Chase Bank in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

**Section 14.2. Home Office Payment.** So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, Swap Breakage Amount, if any, and interest by the method and at the address specified for such purpose below such Purchaser's name in Schedule B (in the case of Series A Notes, Series B Notes, Series C Notes, or Series D Notes or as specified in such Purchaser's Confirmation of Acceptance (in the case of a Shelf Note), or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

## **SECTION 15. EXPENSES, ETC.**

**Section 15.1. Transaction Expenses.** Whether or not the transactions contemplated hereby are consummated or any Notes are issued hereunder, the Company will pay all reasonable, documented and invoiced costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by New York Life, the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement or the Notes (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and (c) the reasonable, documented and invoiced costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO *provided*, that such costs and expenses under this clause (c) shall not exceed \$3,500. The Company will pay, and will save New York Life, each Purchaser and each other holder of a Note harmless from, all claims in respect of any reasonable, documented and invoiced fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes).

The Company shall indemnify each holder of the Notes and each of its Related Parties (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Notes, the other Note Documents, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or under the Notes, the other Note Documents, or the consummation of the transactions contemplated hereby or thereby, (ii) any Notes or the use of the proceeds thereof, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any of the Company’s directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, 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. The obligations of the Company under this Section 15.1 shall survive the transfer of any Note or portion thereof or interest therein by any Purchaser or Transferee and the payment of any Note.

**Section 15.2. Survival.** The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, and the termination of this Agreement.

**SECTION 16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.**

All representations and warranties contained herein, whether made on or prior to the Restatement Date, shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

**SECTION 17. AMENDMENT AND WAIVER.**

**Section 17.1. Requirements.** This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5,

6 or 21 hereof, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, and (b) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest, the Make-Whole Amount or the Swap Breakage Amount on the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (iii) amend any of Sections 8, 11(a), 11(b), 12, 17 or 20.

**Section 17.2. Solicitation of Holders of Notes.**

(a) *Solicitation.* The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

**Section 17.3. Binding Effect, etc.** Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note.

**Section 17.4. Notes Held by Company, etc.** Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or in the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

## **SECTION 18. NOTICES.**

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy or e-mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to any Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule B (in the case of the Series A Notes, the Series B Notes, the Series C Notes or the Series D Notes) or as specified by such Purchaser in its Confirmation of Acceptance (in the case of Shelf Notes), or at such other address as such Purchaser or nominee shall have specified to the Company in writing;

(ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing;

(iii) if to the Company, to 135 Duryea Road, Melville, New York 11747, Attention: Treasurer, E-mail: michael.amodio@henryschein.com, Phone No: (631) 843-5500, Fax No: (631) 843-9314; with a copy to 135 Duryea Road – Mail Stop E-365, Melville, New York 11747, Attention: General Counsel, E-mail: michael.ettinger@henryschein.com, Phone No: (631) 843-5989, Fax No: (631) 843-5660 or at such other address as the Company shall have specified to the holder of each Note in writing; or

(iv) if to New York Life, to New York Life at the address listed on Schedule B hereto.

Notices under this Section 18 will be deemed given only when actually received.

## **SECTION 19. REPRODUCTION OF DOCUMENTS.**

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at the Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital, or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

## SECTION 20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, “**Confidential Information**” means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser’s investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser’s Notes and this Agreement. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

## SECTION 21. SUBSTITUTION OF PURCHASER.

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the Notes that it has agreed to purchase under any Confirmation of Acceptance, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the Notes then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

## SECTION 22. MISCELLANEOUS.

**Section 22.1. Successors and Assigns.** All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

**Section 22.2. Payments Due on Non-Business Days.** Anything in this Agreement or the Notes to the contrary notwithstanding (but without limiting the requirement in Section 8.4 that the notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount, Swap Breakage Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

**Section 22.3. Accounting Terms.** All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement shall be made in accordance with GAAP, and (ii) all financial statements shall be prepared in accordance with GAAP.

**Section 22.4. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 22.5. Construction, etc.** Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

**Section 22.6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

**Section 22.7. Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

**Section 22.8. Jurisdiction and Process; Waiver of Jury Trial.** (a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Company consents to process being served by or on behalf of any holder of Notes in any suit, action or proceeding of the nature referred to in Section 22.8(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 18 or at such other address of which such holder shall then have been notified pursuant to such Section. The Company agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 22.8 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

**Section 22.9. Obligation to Make Payment in the Applicable Currency.**

Any payment on account of an amount that is payable hereunder or under the Notes in the Applicable Currency which is made to or for the account of any holder of Notes in any other currency, whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of the Company, shall constitute a discharge of the obligation of the Company under this Agreement or the Notes only to the extent of the amount of the Applicable Currency which such holder could purchase in the foreign exchange markets in London, England, with the amount of such other currency in accordance with normal banking procedures at the rate of exchange prevailing on the London Banking Day following receipt of the payment first referred to above. If the amount of the Applicable Currency that could be so purchased is less than the amount of the Applicable Currency originally due to such holder, the Company agrees to the fullest extent permitted by law, to indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall, to the fullest extent permitted by law, constitute an obligation separate and independent from the other obligations contained in this Agreement and the Notes, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by such holder from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under the Notes or under any judgment or order. As used herein the term "London Banking Day" shall mean any day other than Saturday or Sunday or a day on which commercial banks are required or authorized by law to be closed in London, England.

**Section 22.10. Determinations Involving Different Currencies.**

In the event of any determination of the requisite percentage or the principal amount of any Notes of more than one currency, all Notes which are issued in a currency other than Dollars shall, for purposes of determining any such percentage or requisite principal amount, be deemed to have been converted into Dollars at the time that such determination is made at the exchange rate published in the Financial Times one Business Day prior to the date of determination.

\* \* \* \* \*

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

HENRY SCHEIN, INC.

By /s/ Michael Amodio

\_\_\_\_\_  
Name: Michael Amodio

Title: Vice President and Treasurer

This Agreement is hereby  
accepted and agreed to as  
of the date thereof.

NYL Investors LLC  
(as successor in interest to New York  
Life Investment Management LLC)

By /s/ Andrew Donner

\_\_\_\_\_  
Name: Andrew Donner

Title: Senior Director

NEW YORK LIFE INSURANCE COMPANY

By /s/ Andrew Donner

\_\_\_\_\_  
Name: Andrew Donner

Title: Corporate Vice President

NEW YORK LIFE INSURANCE AND ANNUITY  
CORPORATION

By /s/ Andrew Donner

\_\_\_\_\_  
Name: Andrew Donner

Title: Senior Director

[Signature page to Second Amended and Restated Master Note Facility (New York Life)]

New York Life Insurance and Annuity  
Corporation Institutionally Owned  
Life Insurance Separate Account (BOLI 3)

By /s/ Andrew Donner  
Name: Andrew Donner  
Title: Senior Director

NEW YORK LIFE INSURANCE AND ANNUITY  
CORPORATION INSTITUTIONALLY OWNED  
LIFE INSURANCE SEPARATE ACCOUNT (BOLI 3-2)

By /s/ Andrew Donner  
Name: Andrew Donner  
Title: Senior Director

NEW YORK LIFE INSURANCE AND ANNUITY  
CORPORATION INSTITUTIONALLY OWNED  
LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30C)

By /s/ Andrew Donner  
Name: Andrew Donner  
Title: Senior Director

NEW YORK LIFE INSURANCE AND ANNUITY  
CORPORATION INSTITUTIONALLY OWNED  
LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30E)

By /s/ Andrew Donner  
Name: Andrew Donner  
Title: Senior Director

[Signature page to Second Amended and Restated Master Note Facility (New York Life)]

NEW YORK LIFE INSURANCE AND ANNUITY  
CORPORATION INSTITUTIONALLY OWNED  
LIFE INSURANCE SEPARATE ACCOUNT (BOLI 30D)

By /s/ Andrew Donner  
Name: Andrew Donner  
Title: Senior Director

THE BANK OF NEW YORK MELLON, SOLELY IN ITS CAPACITY  
AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED  
AS OF JULY 1<sup>st</sup>, 2015 BETWEEN NEW YORK LIFE INSURANCE  
COMPANY, AS GRANTOR, JOHN HANCOCK LIFE INSURANCE  
COMPANY (U.S.A.), AS BENEFICIARY, JOHN HANCOCK  
LIFE INSURANCE COMPANY OF NEW YORK, AS BENEFICIARY,  
AND THE BANK OF NEW YORK MELLON, AS TRUSTEE

By /s/ Andrew Donner  
Name: Andrew Donner  
Title: Corporate Vice President

[Signature page to Second Amended and Restated Master Note Facility (New York Life)]

NEW ENGLAND LIFE INSURANCE COMPANY  
by MetLife Investment Advisors, LLC, Its Investment Manager

By: /s/ Judith A. Gulotta  
Name: Judith A. Gulotta  
Title: Managing Director

[Signature page to Second Amended and Restated Master Note Facility (New York Life)]

## DEFINED TERMS

**Part 1.1. Defined Terms.**

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

**“Acceptance”** is defined in Section 2.6.

**“Acceptance Day”** is defined in Section 2.6.

**“Acceptance Window”** is defined in Section 2.6.

**“Accepted Note”** is defined in Section 2.6.

**“Acquisition Spike”** is defined in Section 10.1.

**“Affiliate”** means as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 25% or more of the securities having ordinary voting power for the election of directors of (or persons performing similar functions for) such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise. Unless the context otherwise clearly requires, any reference to an “Affiliate” is a reference to an Affiliate of the Company.

**“Agreement”** means this Second Amended and Restated Master Note Facility, as amended, supplemented or otherwise modified from time to time.

**“Animal Health Business”** means the “Spinco Business”, as defined in the Spinco Merger Agreement.

**“Anti-Corruption Laws”** means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

**“Anti-Money Laundering Laws”** means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA Patriot Act.

**“Applicable Currency”** means (a) with respect to any Notes denominated in Dollars, Dollars, (b) with respect to any Notes denominated in Euros, Euros, (c) with respect to any Notes denominated in British Pounds, British Pounds, and (d) with respect to any Notes denominated in Australian Dollars, Australian Dollars.

“**Australian Dollars**” or “**A\$**” means the lawful currency of Australia.

“**Attorney Costs**” means all reasonable fees and disbursements of any law firm or other external counsel.

“**Available Currencies**” means Dollars, Euros, British Pounds and Australian Dollars.

“**Available Facility Amount**” means, at any point in time, (a) the aggregate principal amount of Notes stated in Section 1.4, *minus* (b) the aggregate principal amount of Notes purchased and sold pursuant to this Agreement prior to that time, *minus* (c) the aggregate principal amount of Accepted Notes that have not been purchased and sold hereunder prior to that time and for which the closing has not been cancelled, *plus* (d) the aggregate principal amount of Notes purchased, sold, and repaid or prepaid pursuant to this Agreement prior to that time. For purposes of the preceding sentence, all aggregate principal amounts of Notes and Accepted Notes shall be calculated in Dollars; with respect to any Notes denominated or Accepted Notes to be denominated in any Available Currency other than Dollars, the Dollar Equivalent of such Notes or Accepted Notes shall be used for such calculation.

“**Blocked Person**” means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws or (c) a Person owned or controlled by, or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

“**British Pound**” and “**£**” means the lawful currency of Great Britain.

“**Business Day**” means (a) other than as provided in clauses (b) and (c) below, any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are authorized or required to be closed or (with respect to Euros) a day which is not a TARGET Settlement Day, (b) for purposes of Section 2.4 only, any day which is both a New York Business Day and a day on which New York Life is open for business and (c) for purposes of Section 8.8, (i) if with respect to Notes denominated in Dollars, a New York Business Day, (ii) if with respect to Notes denominated in British Pounds, any day which is both a New York Business Day and a day on which commercial banks are not required or authorized to be closed in London, England, (iii) if with respect to Notes denominated in Euros, any day which is both a New York Business Day and a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (or any successor thereto) is open for the settlement of payments in Euros (a “**TARGET Settlement Day**”), and (iv) if with respect to Notes denominated in Australian Dollars, any day which is both a New York Business Day and a day on which commercial banks in are not required or authorized to be closed in Sydney, Australia.

**“Capital Lease Obligations”** means as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP (without giving effect to any subsequent changes in GAAP arising out of a change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010, or a substantially similar pronouncement, in each case, if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on the date hereof).

**“Change in Control”** means (a) any Person or “group” (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (i) shall have acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Company (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Company on the Restatement Date) or (ii) shall obtain the power (whether or not exercised) to elect a majority of the Company’s directors or (b) the board of directors of the Company shall not consist of a majority of Continuing Directors.

**“Closing”** is defined in Section 3.1.

**“Closing Date”** means (a) the Restatement Date and (b) with respect to any Accepted Note, the Business Day specified for the closing of the purchase and sale of the Accepted Note in the Request for Purchase of the Accepted Note, provided that if the Company and the Purchaser which is obligated to purchase the Accepted Note agree on an earlier Business Day for the closing, the “Closing Date” for the Accepted Note is the earlier Business Day.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

**“Company”** is defined in the first paragraph of this Agreement.

**“Confirmation of Acceptance”** is defined in Section 2.6

**“Confidential Information”** is defined in Section 20.

**“Consolidated EBITDA”** means, for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization and (d) all non-cash charges, (e) all non-recurring, unusual or extraordinary charges, costs and expenses, and (f) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (f) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period, in each case, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Gross Profit”** means for any period, net sales less cost of sales of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Interest Income”** means for any period, the interest income of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Leverage Ratio”** means at any date of determination, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of the four fiscal quarters ending on (or most recently ended prior to) such date.

**“Consolidated Operating Expenses”** means for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Operating Income”** means for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Total Assets”** means at any date of determination, the net book value of all assets of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Total Debt”** means at any date of determination, without duplication the aggregate amount of all Indebtedness of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP as of such date. For the avoidance of doubt, any Indebtedness permitted pursuant to Section 10.3(b)(x) or any Guarantee Obligation of the Company in respect of Indebtedness permitted pursuant to Section 10.3(b)(viii) shall not be included in Consolidated Total Debt.

**“Continuing Directors”** means as to the Company, the directors of the Company on the Restatement Date and each other director of the Company whose nomination for election to the Board of Directors of Company is recommended by a majority of the then Continuing Directors.

“**Contractual Obligation**” means any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected or any security issued by the Company or any Subsidiary.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “Controlled” and “Controlling” shall have meanings correlative to the foregoing.

“**Control Event**” means the execution of any written agreement which, when fully performed by the parties thereto, would result in a Change in Control.

“**Covenant Reset Date**” is defined in Section 10.1.

“**Default**” means any event or circumstance that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Disclosed Matters**” means the actions, suits and proceedings and the environmental matters disclosed in Schedule 5.11.

“**Disposition**” or “**Dispose**” means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“**Disposition Prepayment Notice**” is defined in Section 8.7(a).

“**Disposition Value**” means (a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Company, and (b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Company.

“**Domestic Subsidiary**” means any Subsidiary other than a Foreign Subsidiary.

“**Dollar Equivalent**” means, with respect to any Notes or Accepted Notes denominated or to be denominated in any Available Currency other than Dollars (“**Non-Dollar Notes**”), the Dollar equivalent of the principal amount of such Non-Dollar Notes, in each case as set forth in the records of New York Life.

“**Dollars**” and “**\$**” means lawful currency of the United States of America.

“**DVM**” is defined within the definition of “Spin Off”.

**“Environmental Laws”** means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, written notices or written and binding agreements issued, promulgated or entered into by any Governmental Authority, relating to the pollution or the protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or imposing workers health and safety requirements.

**“Environmental Liability”** means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any Subsidiary directly or indirectly resulting from or based upon (a) 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) a claim made pursuant to any written contract, agreement or other written and binding consensual arrangement pursuant to which liability is assumed or imposed by or on Company or any of its Subsidiaries with respect to any of the foregoing.

**“EONIA”** means (i) the applicable overnight rate calculated by the Banking Federation of the European Union for the relevant Business Day, displayed on the EONIA Screen of Reuters, or such other display as may replace page 247 on the EONIA Screen of Reuters, displaying the appropriate rate or (ii) if no such rate is displayed on such EONIA Screen or other display, the arithmetic mean of the rates (rounded upwards to four decimal places) as quoted by Citibank N.A. to leading banks in the European interbank market, at or about 7.00 p.m. Central European time on such day for the offering of deposits in euro for the period from one Business Day to the immediately following Business Day and, in relation to a day that is not a Business Day, EONIA for the immediately preceding Business Day.

**“Equity Interests”** means any and all 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 interests.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

**“ERISA Affiliate”** means any trade or business (whether or not incorporated) that, together with the Company, 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(b), (c), (m) or (o) 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) the existence with respect to any Plan of an “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) prior to January 1, 2008, any failure by any Plan to satisfy the minimum funding

standards (within the meaning of Section 412 of the code or Section 302 of ERISA) applicable to such Plan; (d) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (e) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) a determination that any Plan is in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA); (g) the receipt by the Company or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (h) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Multiemployer Plan; or (i) the receipt by the Company or any ERISA Affiliate of any notice (x) imposing withdrawal liability under Title IV of ERISA or (y) stating that a Multiemployer Plan is, or is reasonably expected to be, Insolvent or in Reorganization (within the meaning of Title IV of ERISA).

**"Euro"** or **"€"** means the unit of single currency of the Participating Member States.

**"Event of Default"** means any of the events specified in Section 11.

**"Existing Credit Facility"** means the \$750,000,000 Credit Agreement, dated as of April 18, 2017, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the syndication agent and lenders party thereto and JPMorgan Chase Bank, N.A. and U.S. Bank National Association, as joint lead arrangers and joint bookrunners, as the same may be amended, supplemented, restated or otherwise modified from time to time.

**"Existing Master Note Facility"** is defined in Section 1.1.

**"Existing Note Agreement"** means that certain Note Purchase Agreement dated as of September 25, 1998, as amended, between the Company and the various note holders party thereto.

**"Facility"** is defined in Section 2.1.

**"Facility Fee"** is defined in Section 3.2.

**"Fair Market Value"** means at any time and with respect to any property, the sale value of such property that would be realized in an arm's-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

**"Financing Lease"** means any lease of property, real or personal, the obligations of the lessee in respect of which are Capital Lease Obligations on a balance sheet of the lessee.

**"Foreign Subsidiary"** means any Subsidiary incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

“**Four Quarter Period**” is defined in Section 10.1.

“**GAAP**” means generally accepted accounting principles in the United States of America consistently applied with respect to those utilized in preparing the audited financial statements referred to in subsection 5.1.

“**Governmental Authority**” means

- (a) the government of
  - (i) the United States of America or any State or other political subdivision of either thereof, or
  - (ii) any other jurisdiction in which the Company or any Subsidiary conducts all or a substantial part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or
- (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“**Governmental Official**” means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

“**Guarantee Obligation**” means as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other unrelated third Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

**“Guarantors”** means any Subsidiary of the Company that has executed and delivered, and remains bound by, a Guaranty Agreement pursuant to the terms hereof.

**“Guaranty”** means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

**“Guaranty Agreement”** means each guaranty agreement in form and substance acceptable to the Required Holders executed by any Subsidiary of the Company.

**“Hazardous Material”** 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, to the extent regulated pursuant to any Environmental Law.

**“holder”** means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1.

**“Indebtedness”** means of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (e) all Capital Lease Obligations of such Person, (f) all obligations of

such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers' acceptances, letters of credit, surety bonds or similar arrangements, (g) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction, (h) all Guarantee Obligations of such Person, (i) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property, and (j) for the purposes of the definition of "Material Indebtedness" only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Contracts; provided that for the purposes of the definition of "Material Indebtedness," the "principal amount" of the obligations of such Person in respect of any Swap Contract at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Contract were terminated at such time. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefor.

**"INHAM Exemption"** is defined in Section 6.2(e).

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

**"Insolvent"** means pertaining to a condition of Insolvency.

**"Institutional Investor"** means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5.0% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

**"Issuance Period"** is defined in Section 2.2.

**"Lien"** means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

**"Make-Whole Amount"** is defined in Section 8.8.

**“Market Disruption”** is defined in Section 2.7.

**“Material”** means material in relation to the business, operations, affairs, financial condition, assets or properties, of the Company and its Subsidiaries taken as a whole.

**“Material Acquisition”** is defined in Section 10.1.

**“Material Adverse Effect”** means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement and the Notes, or the ability of the Guarantors to perform their obligations under the Guaranties or (c) the validity or enforceability of this Agreement, the Notes or Guaranties or the material rights and remedies of the holders of the Notes thereunder.

**“Material Indebtedness”** means Indebtedness (other than the Indebtedness evidenced by the Notes) of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding \$200,000,000.

**“MetLife Note Agreement”** means that certain Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated June 29, 2018, by and among the Company, Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC and the purchasers party thereto, as amended, restated, supplemented or otherwise modified from time to time.

**“Multiemployer Plan”** means any Plan that is a “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA).

**“NAIC”** means the National Association of Insurance Commissioners or any successor thereto.

**“NAIC Annual Statement”** is defined in Section 6.2(a).

**“New York Business Day”** means any day other than a Saturday, a Sunday or a day on which commercial banks in New York are required or authorized to be closed.

**“New York Life”** is defined in the first paragraph of this Agreement.

**“New York Life Affiliate”** means (a) any corporation or other entity controlling, controlled by, or under common control with, New York Life or (b) any managed account or investment fund which is managed by New York Life or a New York Life Affiliate described in clause (a) of this definition. For purposes of this definition, the terms “control,” “controlling” and “controlled” shall mean the ownership, directly or through subsidiaries, of a majority of a corporation’s or other entity’s voting stock or equivalent voting securities or interests.

**“Non-Swapped Note”** means any Note of any Series other than a Swapped Note.

**“Note Documents”** means this Agreement, any Notes and any Guaranty Agreements executed and delivered pursuant to the terms of this Agreement, and any collateral documents executed or delivered to or in favor of any holders of the Notes or their agent or representative in accordance with the terms of this Agreement.

**“Notes”** is defined in Section 1.4.

**“Obligations”** means collectively, the unpaid principal of and interest on the Notes and all other obligations and liabilities of the Company under this Agreement and the other Note Documents to which it is a party (including, without limitation, interest accruing at the then applicable rate provided in this Agreement or any other applicable Note Document after the maturity of the Notes and interest accruing at the then applicable rate provided in this Agreement or any other applicable Note Document after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Notes, the other Note Documents, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all Attorney Costs of counsel to the Purchasers that are required to be paid by the Company pursuant to the terms of this Agreement or any other Note Document).

**“OFAC”** means the Office of Foreign Assets Control of the United States Department of the Treasury.

**“OFAC Sanctions Program”** means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

**“Officer’s Certificate”** means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

**“Original Note”** is defined in Section 1.1.

**“Original Restatement Date”** means September 15, 2017.

**“Original Series A Notes”** is defined in Section 1.1.

**“Original Series B Notes”** is defined in Section 1.1.

**“Original Series C Notes”** is defined in Section 1.1.

**“Original Purchasers”** is defined in Section 1.1.

**“Overnight Interest Rate”** means with respect to an Accepted Note denominated in a currency other than Dollars, the actual rate of interest, if any, received by the Purchaser which intends to purchase such Accepted Note on the overnight deposit of the funds intended to be used for the purchase of such Accepted Note, it being understood that reasonable efforts will be made by or on behalf of the Purchaser to make any such deposit in an interest bearing account.

**“Participating Member State”** means any member state of the European Community that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic Monetary Union.

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

**“Person”** means an individual, partnership, corporation, business trust, limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature. **“Plan”** means an “employee benefit plan” (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

**“Plan”** means at a particular time, any “employee pension benefit plan,” as such term is defined in Section 3(2) of ERISA and which is subject to Title IV of ERISA and/or Section 412 of the Code, other than a Multiemployer Plan, and in respect of which the Company or an ERISA Affiliate is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA or to which the Company or an ERISA Affiliate contributes or has an obligation to contribute.

**“Principal Debt Facility”** means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a “Debt Agreement”) in respect of which the Company or any Subsidiary is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Company or any Subsidiary in an aggregate principal amount equal to or in excess of \$200,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. For the avoidance of doubt, each of the Existing Credit Facility, the Indebtedness under the Existing Note Agreement, the Indebtedness under the Prudential Shelf Agreement and the Indebtedness under the MetLife Note Agreement is a Principal Debt Facility.

**“property”** or **“properties”** means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

**“Proposed Prepayment Date”** shall have the meaning specified in Section 8.6(c).

**“Pro Rata Portion”** means, with respect to a Note and the prepayment of Indebtedness for purposes of Sections 8.7 and 10.5(g), the portion of such Note equal to (a) the aggregate amount of the proceeds to be used in the prepayment or repayment of all Indebtedness pursuant to Section 10.5(g) (including the Notes) multiplied by (b) a fraction, the numerator of which is the aggregate principal amount of such Note and the denominator of which is the aggregate principal amount of all such Indebtedness to be prepaid or repaid in accordance with Section 10.5(g).

**“Prudential Shelf Agreement”** means that certain Second Amended and Restated Multicurrency Private Shelf Agreement, dated as of June 29, 2018, by and between the Company, PGIM, Inc. and each PGIM, Inc. affiliate which becomes party thereto, as amended, restated, supplemented or otherwise modified from time to time.

**“PTE”** is defined in Section 6.2(a).

**“Purchaser”** is defined in the first paragraph of this Agreement.

**“QPAM Exemption”** is defined in Section 6.2(d).

**“Qualified Institutional Buyer”** means any Person who is a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

**“Receivables”** means any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

**“Receivables Subsidiary”** means any special purpose, bankruptcy-remote Subsidiary that purchases Receivables generated by the Company or any of its Subsidiaries.

**“Receivables Transaction”** means any transaction or series of transactions providing for the financing of Receivables of the Company or any of its Subsidiaries, involving one or more sales, contributions or other conveyances by the Company or any of its Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the Company or any of its Subsidiaries, (ii) involve recourse to the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary), provided that the Company and its Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

**“Related Fund”** means, with respect to any holder of any Note, any fund or entity that (i) invests in Securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

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

**“Reorganization”** means with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

**“Request for Purchase”** is defined in Section 2.4.

**“Required Holders”** means, at any time, the holders of more than 50% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

**“Requirement of Law”** means (i) the corporate charter, by-laws or other organizational or governing documents of the Company or any Subsidiary, (ii) the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority, or (iii) any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case with respect to clause (ii) and (iii), applicable to or binding upon the Company, any Subsidiary or any property thereof or to which the Company, any Subsidiary or any property thereof is subject.

**“Responsible Officer”** means with respect to any Person, the chief executive officer and the president of such Person as well as, in the case of the Company, the Vice President, the Senior Vice President and General Counsel, the Chief Financial Officer and the Treasurer, and in the case of any Guarantor (if any), a duly elected Vice President of such Guarantor (if any), or, with respect to financial matters, the chief financial officer and the treasurer of such Person, *provided, however*, that, solely for purposes of Section 2, “Responsible Officer” shall mean any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

**“Restatement Closing”** means the closing of the amendment and restatement of the Existing Master Note Facility.

**“Restatement Date”** means June 29, 2018.

**“Securities”** or **“Security”** shall have the meaning specified in Section 2(1) of the Securities Act.

**“Securities Act”** means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

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

**“Series”** is defined in Section 1.4.

**“Series A Notes”** is defined in Section 1.3(a).

**“Series B Notes”** is defined in Section 1.3(b).

**“Series C Notes”** is defined in Section 1.3(c).

**“Series D Notes”** is defined in Section 1.1.

**“Series A Purchaser”** means each of the Persons whose names appear on Schedule B attached hereto as a holder of Series A Notes.

**“Series B Purchaser”** means each of the Persons whose names appear on Schedule B attached hereto as a holder of Series B Notes.

**“Series C Purchaser”** means each of the Persons whose names appear on Schedule B attached hereto as a holder of Series C Notes.

**“Series D Purchaser”** means each of the Persons whose names appear on Schedule B attached hereto as a holder of Series D Notes.

**“Shelf Closing”** means, with respect to any Series of Shelf Notes, the closing of the sale and purchase of such Series of Shelf Notes.

**“Shelf Notes”** is defined in Section 1.4.

**“Significant Subsidiary”** means

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, “domestic”) wholly-owned Subsidiary or other entity formed or acquired by the Company or any direct or indirect Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed ten percent of the domestic “Consolidated Total Assets,” valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter;

(b) each Domestic Subsidiary or entity (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Company or any Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Subsidiary if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of the domestic “Consolidated Total Assets,” valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(c) each Subsidiary that is a borrower under the Existing Credit Facility.

“**Single Employer Plan**” means any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

“**Source**” is defined in Section 6.2.

“**Spin Off**” means the dividend of the Equity Interests of Spinco to Spinco’s stockholders in one or more transactions pursuant to that certain Contribution and Distribution Agreement, dated as of April 20, 2018 (the “**Spinco Contribution and Distribution Agreement**”), by and among the Company, Spinco, Direct Vet Marketing, Inc. (“**DVM**”) and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders.

“**Spin Off Termination**” means the termination or abandonment of that certain Agreement and Plan of Merger, dated as of April 20, 2018 (the “**Spinco Merger Agreement**”), by and among the Company, Spinco, HS Merger Sub, Inc., DVM and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders, pursuant to Section 8.1 thereof prior to the consummation of the Spin Off.

“**Spinco**” means HS Spinco, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of the Company.

“**Spinco Contribution and Distribution Agreement**” is defined within the definition of “Spin Off”.

“**Spinco Merger Agreement**” is defined within the definition of “Spin Off Termination”.

“**State Sanctions List**” means a list that is adopted by any state Governmental Authority within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

“**Subsidiary**” means as to any Person (“parent”), a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Company.

“**Subsidiary Stock**” means with respect to any Person, the Equity Interests of any Subsidiary of such Person.

“SVO” means the Securities Valuation Office of the NAIC or any successor to such Office.

“**Swap Contract**” means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, but without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., or any International Foreign Exchange Master Agreement.

“**Swapped Note**” is defined in Section 8.8(b).

“**Tax**” or “**Taxes**” means any and all taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by any jurisdiction or by any political subdivision or taxing authority thereon or therein and all interest penalties or similar liabilities with respect thereto.

“**Transferee**” means any direct or indirect transferee of all or any part of any Note purchased by any Purchaser under this Agreement.

“**Updated Schedule**” is defined in Section 2.4(f).

“**USA Patriot Act**” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“**U.S. Economic Sanctions Laws**” means those laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

**Part 1.2. Other Definitional Provisions.**

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any Notes or any other Note Documents delivered pursuant hereto.

(b) As used herein or in any of the other Note Documents, accounting terms relating to the Company and its Subsidiaries not defined in Part 1.1 of this Schedule A, and accounting terms partly defined in Schedule A, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Company shall be required or permitted to disclose its financial results in its filings with the Securities and Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016) would affect the computation of any financial ratio or requirement set forth in any Note Document, and either the Company or the Required Holders shall so request, the holders of the Notes and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Required Holders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016 prior to such change therein and (ii) the Company shall provide to each holder of the Notes financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change. Notwithstanding the foregoing, for purposes of determining compliance with the financial covenants contained in this Agreement, including without limitation subsection 10.1, any election by the Company to measure an item of Indebtedness using fair value (as permitted by Accounting Standards Codification 825-10 or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**Part 1.3. Rounding.** Any financial ratios required to be maintained by the Company 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).

**Part 1.4. References to Agreements and Laws.** Unless otherwise expressly provided herein, (a) references to agreements (including the Note Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Note Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

**INFORMATION RELATING TO PURCHASERS**

[Separately Provided]

**SCHEDULE 10.2**

**EXISTING LIENS**

		Amount USD (1)
Marrodent Sp. z o.o.	Capital Lease	303,974
Dental Trey S.r.l.	Capital Lease	2,976,120
Dental Cremer Produtos Odontológicos S.A.	Capital Lease	262,335
Butler Animal Health Supply, LLC (d.b.a. Henry Schein Animal Health)	Capital Lease	155,911
Henry Schein S.R.O.	Capital Lease	399
Medivet S.A.	Capital Lease	346,027
Provet Pty Ltd/ProvetNZ Pty Ltd	Capital Lease	38,980
Vet Quip Pty Ltd	Capital Lease	37,224
Scil Animal Care Company France s.a.r.l.	Capital Lease	458,645
Vettec Produtos Agropecuarios Ltda	Capital Lease	148,889
Henry Schein Veterinary Solutions, LLC	Capital Lease	1,116
BioHorizons Implant Systems, Inc.	Capital Lease	208,095
	Security	
Several Entities	Deposit	195,947
Henry Schein Canada, Inc.	Int'l L/C	3,870
Henry Schein Austria GmbH	Int'l L/C	244,716
Henry Schein Australia Pty Limited/Henry Schein Regional Pty Ltd as the Trustee for The Henry Schein Regional Trust	Int'l L/C	<u>3,389,732</u>
<b>Grand Total</b>		<b>8,771,980</b>

Note: (1) As of March 31, 2018

**SCHEDULE 10.3**

**EXISTING INDEBTEDNESS**

SUBSIDIARY INDEBTEDNESS

	Amount USD (2)
Butler Animal Health Supply, LLC (d.b.a. Henry Schein Animal Health)	23,000,000
The Dental Warehouse Proprietary Limited	2,529,493
Henry Schein Trading (Shanghai) Ltd.	8,792,416
Henry Schein Hemaog Guangzhou Medical Device Co., Ltd.	794,673
Accord Corporation Limited	2,027,696
Henry Schein Shvadent (2009) LTD	2,478,158
Confidential Entity	<u>5,095,487</u>
<b>Grand Total</b>	<b>44,717,923</b>

Note: (2) As of March 31, 2018

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**SCHEDULE 10.8**

**RESTRICTIVE AGREEMENTS**

Receivables securitization facility among Henry Schein, Inc., HSFR, Inc. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., dated April 17, 2013, as amended.

## [FORM OF SERIES A NOTE]

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

HENRY SCHEIN, INC.

FORM OF  
3.79% SENIOR NOTE, SERIES A, DUE SEPTEMBER 2, 2020

No. RA-[ ]

PPN: 806407 B\*2

ORIGINAL PRINCIPAL AMOUNT: \$[\_\_\_\_\_]

ORIGINAL ISSUE DATE: September 2, 2010

INTEREST RATE: 3.79%

INTEREST PAYMENT DATES: September 2 and March 2, of each year, commencing March 2, 2011.

FINAL MATURITY DATE: September 2, 2020

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Entire principal amount payable at final maturity.

FOR VALUE RECEIVED, the undersigned, HENRY SCHEIN, INC (herein called the "Company"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] DOLLARS (\$[ ]) on the Final Maturity Date specified above, with interest (computed on the basis of a 360-day year-30-day month) (a) on the unpaid balance thereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable on each Interest Payment Date specified above and on the Final Maturity Date specified above, commencing with the Interest Payment Date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "Default Rate") from time to time equal to

the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”, payable on the Interest Payment Dates set forth above (or, at the option of the registered holder hereof, on demand).

Payments of principal, Make-Whole Amount, if any, and interest are to be made at the main office of JPMorgan Chase Bank in New York City or at such other place as the holder hereof shall designate to the Company in writing, in lawful money of the United States of America.

This Note is one of a series of Senior Notes (herein called the “Notes”) issued pursuant to a Second Amended and Restated Master Note Facility, dated as of June 29, 2018 (as it may be amended, modified or supplemented, the “Agreement”), among the Company, on the one hand, and NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand, and is entitled to the benefits thereof.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for the then outstanding principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment on the terms specified in the Agreement.

In case an Event of Default shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings (if any) provided in the Agreement.

This Note is intended to be performed in the State of New York and shall be construed and enforced in accordance with the internal law of such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_  
[Title]

## [FORM OF SERIES B NOTE]

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

HENRY SCHEIN, INC.

FORM OF  
3.09 % SENIOR NOTE, SERIES B, DUE JANUARY 20, 2022

No. RB-[ ]

PPN: 806407 B#8

ORIGINAL PRINCIPAL AMOUNT: \$[ ]

ORIGINAL ISSUE DATE: January, 20, 2012

INTEREST RATE: 3.09 %

INTEREST PAYMENT DATES: January 20 and July 20, of each year, commencing July 20, 2012

FINAL MATURITY DATE: January 20, 2022

PRINCIPAL PREPAYMENT DATES AND AMOUNTS:

January 20, 2016: \$2,357,142.85

January 20, 2017: \$2,357,142.86

January 20, 2018: \$2,357,142.86

January 20, 2019: \$2,357,142.86

January 20, 2020: \$2,357,142.86

January 20, 2021: \$2,357,142.86

January 20, 2022: \$2,357,142.85

FOR VALUE RECEIVED, the undersigned, HENRY SCHEIN, INC. (herein called the "Company"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] AND [ ]/100 DOLLARS (\$[ ]), payable on the Principal Prepayment Dates and in the amounts specified above, and on the Final Maturity Date specified above in an amount equal to the unpaid balance of the principal hereof, with interest (computed on the basis of a 360-day year-30-day month) ((a) on the unpaid balance thereof at the Interest Rate per annum specified above, plus any

Acquisition Spike in effect at any time, payable on each Interest Payment Date specified above and on the Final Maturity Date specified above, commencing with the Interest Payment Date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”, payable on the Interest Payment Dates set forth above (or, at the option of the registered holder hereof, on demand).

Payments of principal, Make-Whole Amount, if any, and interest are to be made at the main office of JPMorgan Chase Bank in New York City or at such other place as the holder hereof shall designate to the Company in writing, in lawful money of the United States of America.

This Note is one of a series of Senior Notes (herein called the “Notes”) issued pursuant to a Second Amended and Restated Master Note Facility, dated as of June 29, 2018 (as it may be amended, modified or supplemented, the “Agreement”), among the Company, on the one hand, and NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand, and is entitled to the benefits thereof.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for the then outstanding principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment on the terms specified in the Agreement.

This Note is subject to mandatory prepayment on the Principal Prepayment Dates specified above at par and without payment of Make-Whole Amount or any premium.

In case an Event of Default shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings (if any) provided in the Agreement.

Exhibit A-2-2

This Note is intended to be performed in the State of New York and shall be construed and enforced in accordance with the internal law of such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_  
Name:  
Title:

Exhibit A-2-3

## [FORM OF SERIES C NOTE]

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

HENRY SCHEIN, INC.

FORM OF  
3.19% SENIOR NOTE, SERIES C, DUE JUNE 2, 2021

No. RC-[ ]

PPN: 806407 C#7

ORIGINAL PRINCIPAL AMOUNT: \$[ ]

ORIGINAL ISSUE DATE: June 2, 2014

INTEREST RATE: 3.19%

INTEREST PAYMENT DATES: June 2 and December 2 of each year, commencing December 2, 2014

FINAL MATURITY DATE: June 2, 2021

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Entire principal amount payable at final maturity

FOR VALUE RECEIVED, the undersigned, HENRY SCHEIN, INC. (herein called the "Company"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] AND [ ]/100 (\$[ ]) DOLLARS on the Final Maturity Date specified above, with interest (computed on the basis of a 360-day year-30-day month) (a) on the unpaid balance thereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable on each Interest Payment Date specified above and on the Final Maturity Date specified above, commencing with the Interest Payment Date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "**Default Rate**") from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime rate", payable on the Interest Payment Dates set forth above (or, at the option of the registered holder hereof, on demand).

Payments of principal, Make-Whole Amount, if any, and interest are to be made at the main office of JPMorgan Chase Bank in New York City or at such other place as the holder hereof shall designate to the Company in writing, in lawful money of the United States of America.

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to a Second Amended and Restated Master Note Facility, dated as of June 29, 2018 (as it may be amended, modified or supplemented, the "Agreement"), among the Company, on the one hand, and NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand, and is entitled to the benefits thereof.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for the then outstanding principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment on the terms specified in the Agreement.

In case an Event of Default shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings (if any) provided in the Agreement.

This Note is intended to be performed in the State of New York and shall be construed and enforced in accordance with the internal law of such State.

HENRY SCHEIN, INC.

By: \_\_\_\_\_

Name:

Title:

Exhibit A-3-2

## [FORM OF SERIES D NOTE]

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

HENRY SCHEIN, INC.

3.52% SENIOR NOTE, SERIES D, DUE SEPTEMBER 15, 2029

No. RD-[ ]

PPN: 806407 D#6

ORIGINAL PRINCIPAL AMOUNT: \$[ ]

ORIGINAL ISSUE DATE: September 15, 2017

INTEREST RATE: 3.52%

INTEREST PAYMENT DATES: March 15 and September 15 of each year, commencing March 15, 2018

FINAL MATURITY DATE: September 15, 2029

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: Entire principal amount payable at final maturity

FOR VALUE RECEIVED, the undersigned, HENRY SCHEIN, INC. (herein called the "Company"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] AND [ ]/100 (\$[ ]) DOLLARS on the Final Maturity Date specified above, with interest (computed on the basis of a 360-day year-30-day month) (a) on the unpaid balance thereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable on each Interest Payment Date specified above and on the Final Maturity Date specified above, commencing with the Interest Payment Date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount, at a rate per annum (the "**Default Rate**") from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime rate", payable on the Interest Payment Dates set forth above (or, at the option of the registered holder hereof, on demand).

Payments of principal, Make-Whole Amount, if any, and interest are to be made at the main office of JPMorgan Chase Bank in New York City or at such other place as the holder hereof shall designate to the Company in writing, in lawful money of the United States of America.

This Note is one of a series of Senior Notes (herein called the "Notes") issued pursuant to a Second Amended and Restated Master Note Facility, dated as of June 29, 2018 (as it may be amended, modified or supplemented, the "Agreement"), among the Company, on the one hand, and NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand, and is entitled to the benefits thereof.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for the then outstanding principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment on the terms specified in the Agreement.

In case an Event of Default shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings (if any) provided in the Agreement.

This Note is intended to be performed in the State of New York and shall be construed and enforced in accordance with the internal law of such State.

HENRY SCHEIN, INC.

By: \_\_\_\_\_

Name:

Title:

Exhibit A-4-2

## [FORM OF NOTE]

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

[NAME OF COMPANY]

\_\_\_\_\_% SENIOR NOTE, SERIES \_\_\_\_, DUE \_\_\_\_\_

No. «No»

PPN: «No»

ORIGINAL PRINCIPAL AMOUNT: [[\$][€][£][A\$]«\_\_\_\_\_»]

ORIGINAL ISSUE DATE: \_\_\_\_\_

INTEREST RATE: (Rate)%

INTEREST PAYMENT DATES: [March 1, June 1, September 1 and December 1], of each year, commencing \_\_\_\_\_

FINAL MATURITY DATE: \_\_\_\_\_

PRINCIPAL PREPAYMENT DATES AND AMOUNTS: [Entire principal amount payable at final maturity]

FOR VALUE RECEIVED, the undersigned, HENRY SCHEIN, INC (herein called the "Company"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to «PURCHASER», or registered assigns, the principal sum of «WRITTEN\_AMOUNT» ([[\$][€][£][A\$]«\_\_\_\_\_»)[DOLLARS/EUROS/BRITISH POUNDS/AUSTRALIAN DOLLARS] on the Final Maturity Date specified above, with interest (computed on the basis of [a 360-day year of twelve 30-day months]<sup>1</sup> [the actual number of days elapsed and a 365-day year]<sup>2</sup>) (a) on the unpaid balance thereof at the Interest Rate per annum

<sup>1</sup> Use for Notes denominated in Dollars, Euros or Australian Dollars.

<sup>2</sup> Use for Notes denominated in British Pounds.

specified above, plus any Acquisition Spike in effect at any time, payable on each Interest Payment Date specified above and on the Final Maturity Date specified above, commencing with the Interest Payment Date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make Whole Amount and Swap Breakage Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over [the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”]<sup>3</sup> [EONIA]<sup>4</sup>, payable on the Interest Payment Dates set forth above (or, at the option of the registered holder hereof, on demand).

Payments of principal, Make-Whole Amount, if any, Swap Breakage Amount, if any, and interest are to be made at the main office of JPMorgan Chase Bank<sup>5</sup> in New York City or at such other place as the holder hereof shall designate to the Company in writing, in in [lawful money of the United States of America] [the single currency of the European Union] [lawful money of the United Kingdom] [lawful money of Australia].

This Note is one of a series of Senior Notes (herein called the “Notes”) issued pursuant to a Second Amended and Restated Master Note Facility, dated as of June 29, 2018 (as it may be amended, restated, modified or supplemented, the “Agreement”), among the Company, on the one hand, and NYL Investors LLC (as successor in interest to New York Life Investment Management LLC), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand, and is entitled to the benefits thereof.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for the then outstanding principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment on the terms specified in the Agreement.

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<sup>3</sup> Use for Notes denominated in Dollars, British Pounds or Australian Dollars.

<sup>4</sup> Use for Notes denominated in Euros.

<sup>5</sup> TBD with respect to other jurisdictions

[On \_\_\_\_\_, 2[\_\_\_\_\_] and on each \_\_\_\_\_ thereafter, to and including \_\_\_\_\_, the Company will prepay \$[\_\_\_\_\_] in principal amount (or such lesser principal amount as shall then be outstanding) of the Notes at par and without payment of Make Whole Amount, Swap Breakage Amount or any premium.]

In case an Event of Default shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

Capitalized terms used and not otherwise defined herein shall have the meanings (if any) provided in the Agreement.

This Note is intended to be performed in the State of New York and shall be construed and enforced in accordance with the internal law of such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_  
[Title]

Exhibit A-5-3

## [FORM OF REQUEST FOR PURCHASE]

[NAME OF COMPANY]

Reference is made to the Second Amended and Restated Master Note Facility (the “Agreement”), dated as of June 29, 2018, among HENRY SCHEIN, INC. (the “Company”), on the one hand, and NYL Investors LLC (“New York Life”), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand. Capitalized terms used and not otherwise defined herein shall have the respective meanings specified in the Agreement.

Pursuant to Section 2.4 of the Agreement, the Company hereby makes the following Request for Purchase:

1. Currency: [Dollars/Euros/British Pounds/Australian Dollars]
2. Aggregate principal amount of the Notes covered hereby (the “Notes”) [\$\$\$][€][£][A\$]<sup>6</sup>
3. Individual specifications of the Notes:

<u>Principal Amount</u>	<u>Final Maturity Date<sup>7</sup></u>	<u>Principal Prepayment Dates and Amounts<sup>8</sup></u>	<u>Interest Payment Period<sup>9</sup></u>
-----------------------------	--	---	--

- 6 Minimum principal amount of \$20,000,000 (or its equivalent in other Available Currencies).
- 7 Final maturity not to exceed [15] years.
- 8 Average life not to exceed [12] years.
- 9 Specify quarterly or semi-annually.

Exhibit B  
Page 1

4. Use or uses of proceeds of the Notes:

5. Proposed day for the closing of the purchase and sale of the Notes:

6. [Schedule 5.11 to the Agreement is to be updated in connection with the issuance of the Notes as restated in full, in the form attached hereto (the "Updated Schedule"), and is marked to show changes from the existing Schedule 5.11 to the Agreement.]<sup>10</sup>

7. The Company certifies (a) that the representations and warranties contained in Section 5 of the Agreement, [after giving effect to the replacement of Schedule 5.11 to the Agreement with the Updated Schedule], are true in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) on and as of the date of this Request for Purchase except (i) to the extent of changes caused by the transactions contemplated in the Agreement, (ii) as the schedules to the Agreement have been modified by written supplements delivered by the Company to the Purchasers and (iii) with respect to Section 5.6, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission, provided that such Form 10-Q or Form 10-K, as applicable, was filed at least five (5) Business Days prior to the date hereof, and (b) that there exists on the date of this Request for Purchase no Default or Event of Default and, after giving effect to the issuance of Notes on the proposed Closing Date, no Default or Event of Default shall have occurred and be continuing.

Dated:

**HENRY SCHEIN, INC.**

By \_\_\_\_\_

Name:

Title:

<sup>10</sup> Item 5 to be included only if updates to Schedule 5.11 are required.

**EXHIBIT A**

**[Attach any Schedules to be updated, blacklined to show changes]**

Exhibit B  
Page 3

## [FORM OF CONFIRMATION OF ACCEPTANCE]

## HENRY SCHEIN, INC.

Reference is made to the Second Amended and Restated Master Note Facility (the "Agreement"), dated as of June 29, 2018, among HENRY SCHEIN, INC. (the "Company"), on the one hand, and NYL Investors LLC ("New York Life"), the Purchasers and each New York Life Affiliate which becomes party thereto, on the other hand. All terms used herein that are defined in the Agreement have the respective meanings specified in the Agreement.

The New York Life Affiliate which is named below as a Purchaser of Notes hereby makes the representations as to such Notes set forth in Section 6 of the Agreement, and agrees to be bound by the Agreement.

Pursuant to Section 2.6 of the Agreement, an Acceptance with respect to the following Accepted Notes is hereby confirmed:

1. Accepted Notes: Aggregate principal amount [\$][€][£][A\$] \_\_\_\_\_
  - (A)
    - (a) Name of Purchaser:
    - (b) Principal amount:
    - (c) Final maturity date:
    - (d) Principal prepayment dates and amounts:
    - (e) Interest rate:
    - (f) Interest payment period<sup>11</sup>:
    - (g) Payment and notice instructions: As set forth on attached Purchaser Schedule

<sup>11</sup> Specify quarterly or semi-annually.

- (B) (a) Name of Purchaser:
- (b) Principal amount:
- (c) Final maturity date:
- (d) Principal prepayment dates and amounts:
- (e) Interest rate:
- (f) Interest payment period:
- (g) Payment and notice instructions: As set forth on attached Purchaser Schedule

[(C), (D) Same information as above.]

2. Closing Date:

Dated:

HENRY SCHEIN, INC.

By \_\_\_\_\_  
Name:  
Title:

NEW YORK LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

[NEW YORK LIFE AFFILIATE]

By \_\_\_\_\_  
Name:  
Title:

## FORM OF OPINION OF SPECIAL COUNSEL TO THE COMPANY

The following opinions are to be provided by special counsel for the Company, subject to customary assumptions, definitions, limitations and qualifications in form and substance reasonably satisfactory to the Purchasers. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Second Amended and Restated Master Note Facility (the “**Agreement**”), dated as of June 29, 2018, between Henry Schein, Inc. (the “**Company**”), on the one hand, and NYL Investors LLC (“**New York Life**”) and each New York Life Affiliate which becomes party thereto, on the other hand.

The Company (i) is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware and (ii) has all requisite corporate power and authority to issue and sell the Notes, to execute and deliver the Agreement and the Notes and to perform the provisions thereof.

[Each Guarantor (i) is a [•]<sup>12</sup> duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and (ii) has all requisite [•]<sup>13</sup> power and authority to execute and deliver its Guaranty Agreement and to perform the provisions thereof.]<sup>14</sup>

The Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

The Notes issued on the Closing Date with respect to which the opinion is being delivered, have been duly authorized, executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

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<sup>12</sup> Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

<sup>13</sup> Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

<sup>14</sup> Opinion regarding Subsidiary Guarantors will be limited to only those Subsidiary Guarantors at such Closing Date organized in a jurisdiction in which Proskauer is admitted to practice. Any Subsidiary Guarantor not addressed by such opinion shall, upon request by the Required Holders, be delivered by the Company’s local counsel authorized to practice in the jurisdiction of organization of such Subsidiary Guarantor

[Each Guaranty Agreement pursuant to which the Notes are guaranteed has been duly authorized, executed and delivered by the applicable Guarantor and constitutes a legal, valid and binding agreement of that Guarantor, enforceable against that Guarantor in accordance with its terms.]<sup>15</sup>

Assuming the accuracy of the representations and warranties of the Purchasers in Section 6 of the Agreement, no consent, approval, authorization or order of, or filing, registration, qualification, license or permit of or with, any federal or New York court or governmental agency, body or authority or administrative agency, or with any Delaware court or arbitrator or governmental or regulatory authority in each case pursuant to the DGCL, is required for (i) the execution, delivery or performance by the Company of the Agreement or the Notes on the Closing Date or the issuance of the Notes on the Closing Date or (ii) the execution, delivery or performance by any Guarantor of its Guaranty Agreement on the Closing Date, except (a) for those which failure to obtain could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (b) such as have been or will be obtained and made on or prior to the Closing Date.

The execution, delivery and performance by the Company of the Agreement and the Notes, the issuance of the Notes, and the execution, delivery and performance by the Guarantors of their Guaranties will not (i) breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument listed on Annex B to such opinion (which shall include all Principal Debt Facilities), (ii) violate the provisions of the Charter or By-laws of the Company or any Guarantor or (iii) violate the laws of the State of New York, the Delaware General Corporation Law or any federal law, rule or regulation of the United States of America or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority known to such counsel, applicable to the Company or any Guarantor.

No (i) registration under the Securities Act of 1933, as amended, of the Notes or the Guarantees thereof or (ii) qualification of an indenture in respect of the Notes under the Trust Indenture Act of 1939, as amended, is required for the sale of the Notes to the Purchaser as contemplated by the Agreement, assuming the accuracy of the Purchaser's representations contained in Section 6 of the Agreement or the Company's representations contained in Section 5.17 of the Agreement.

Neither the issuance and sale of the Notes and the Guaranties, on the Closing Date with respect to which the opinion is being delivered, nor the application of the proceeds thereof by the Company in a manner consistent with the requirements of the Agreement will violate Regulations T, U or X of the Board of Governors of the Federal Reserve System.

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<sup>15</sup> If all purchasers of Notes from time to time under the Master Facility have previously received opinions as to Guaranty Agreements, this opinion not required with respect to subsequent note issuances.

The Company is not an “investment company” or, to the knowledge of such counsel, a Person “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Exhibit D  
Page 3

HENRY SCHEIN, INC.

\$50,000,000 3.42% Series 2017-A Senior Notes due June 16, 2027

\$50,000,000 3.32% Series 2018-A Senior Notes due January 2, 2028

\$100,000,000 (or the Dollar Equivalent in other Available Currencies) Master Note Facility

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SECOND AMENDED AND RESTATED MULTICURRENCY  
MASTER NOTE PURCHASE AGREEMENT

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Dated June 29, 2018

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**Henry Schein, Inc.**  
135 Duryea Road  
Melville, NY 11747

\$50,000,000 3.42% Series 2017-A Senior Notes due June 16, 2027

\$50,000,000 3.32% Series 2018-A Senior Notes due January 2, 2028

\$100,000,000 (or the Dollar Equivalent in other Available Currencies) Master Note Facility

June 29, 2018

TO METROPOLITAN LIFE INSURANCE COMPANY (“**MLIC**”) AND METLIFE INVESTMENT ADVISORS COMPANY, LLC (“**MLIAC**,” and together with MLIC, “**MetLife**”)  
TO EACH METLIFE AFFILIATE A PARTY HERETO AND SUCH OTHER METLIFE AFFILIATES WHICH BECOME BOUND BY THIS AGREEMENT AS HEREINAFTER PROVIDED (each a “**Purchaser**” and collectively, the “**Purchasers**”)

Ladies and Gentlemen:

Henry Schein, Inc., a Delaware corporation (the “**Company**”), agrees with MetLife and each of the Purchasers, as defined herein, as follows:

**1. BACKGROUND; AUTHORIZATION OF ORIGINAL SERIES 2017-A NOTES; AUTHORIZATION OF ISSUE OF SHELF NOTES.**

**1.1. Background.** The Company, MetLife, the Series 2017-A Purchasers and the Series 2018-A Purchasers are currently parties to that certain Amended and Restated Master Note Purchase Agreement, dated September 15, 2017 (the “**Original Master Note Agreement**”), pursuant to which, *inter alia*, (a) the Company issued and sold to the Series 2017-A Purchasers, and the Series 2017-A Purchasers purchased from the Company, the Company’s 3.42% Series 2017-A Senior Notes due June 16, 2027, in the original aggregate principal amount of \$50,000,000 (the “**Original Series 2017-A Notes**”), and (b) the Company issued and sold to the Series 2018-A Purchasers, and the Series 2018-A Purchasers purchased from the Company, the Company’s 3.32% Series 2018-A Senior Notes due January 2, 2028, in the original aggregate principal amount of \$50,000,000 (the “**Original Series 2018-A Notes**” and, together with the Original Series 2017-A Notes, collectively, the “**Original Notes**”).

**1.2. Amendment and Restatement of Original Master Note Agreement.**

(a) Effective upon the Restatement Date and subject to the satisfaction of the conditions precedent in Section 4, the parties hereto hereby agree that this Agreement shall, and hereby does, amend, restate and replace in its entirety the Original Master Note Agreement which, as so amended and restated by this Agreement, continues in full force and effect without rescission or novation thereof. The parties hereto hereby acknowledge and agree that the amendments to the Original

Master Note Agreement set forth herein could have been effected through an agreement or instrument amending such agreement, and for convenience, the parties hereto have agreed to restate the terms and provisions of the Original Master Note Agreement, as amended hereby, pursuant to this Agreement. Effective upon the Restatement Date, the Original Master Note Agreement will no longer have any notes outstanding (all of the Notes being outstanding under this Agreement effective on such date).

(b) Notwithstanding the foregoing, the representations and warranties of the Company set forth in Section 5 of the Original Master Note Agreement shall be deemed to survive the amendment and restatement of the Original Master Note Agreement, and the representations and warranties of the Company set forth in Section 5 of this Agreement shall be deemed to be additional representations and warranties of the Company made as of the date of this Agreement. Further, the representations and warranties of the Original Purchasers set forth in Section 6 of the Original Master Note Agreement shall be deemed to survive the amendment and restatement of the Original Master Note Agreement.

### **1.3. Amendment and Restatement of Original Notes.**

(a) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2017-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2017-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(a). Each Original Series 2017-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit 1.3(a) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series 2017-A Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2017-A Note shall remain the same; provided, however, at the request of any Series 2017-A Purchaser, the Company shall execute and deliver a new Series 2017-A Note or Series 2017-A Notes in the form of such Exhibit 1.3(a) in exchange for its Original Series 2017-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2017-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2017-A Notes or dated the date of such holder’s Original Series 2017-A Notes if no interest shall have been paid thereon.

(b) The Company hereby agrees, and subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement, each Series 2018-A Purchaser, by its execution of this Agreement, hereby agrees and consents to the amendment and restatement in their entirety of the Original Series 2018-A Notes, effective as of the Restatement Date, on the terms set forth in this Section 1.3(b). Each Original Series 2018-A Note is hereby and shall be deemed to be, automatically and without any further action, amended and restated in its entirety in the form of Exhibit

1.3(b) (as so amended and restated, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Series 2018-A Notes**”, such term to include any such notes issued in substitution, replacement or exchange therefore pursuant to Section 13), except that the payee, date, registration number and principal amount set forth in each Original Series 2018-A Note shall remain the same; provided, however, at the request of any Series 2018-A Purchaser, the Company shall execute and deliver a new Series 2018-A Note or Series 2018-A Notes in the form of such Exhibit 1.3(b) in exchange for its Original Series 2018-A Note, registered in the name of such holder, in the aggregate principal amount of the Series 2018-A Notes owing to such holder on the date hereof and dated the date of the last interest payment made to such holder in respect of its Original Series 2018-A Notes or dated the date of such holder’s Original Series 2018-A Notes if no interest shall have been paid thereon.

**1.4. Authorization of Shelf Notes.** The Company may, from time to time, authorize the issue of its senior promissory notes (the “**Shelf Notes**”, such term to include any such notes issued in substitution thereof pursuant to Section 13) in an aggregate principal amount not to exceed \$100,000,000 (or the Dollar Equivalent in other Available Currencies), to be dated the date of issue thereof, to mature, in the case of each Shelf Note so issued, no more than fifteen (15) years after the date of original issuance thereof, to have an average life, in the case of each Shelf Note so issued, of no more than twelve (12) years after the date of original issuance thereof, to bear interest on the unpaid balance thereof from the date thereof at the rate per annum, and to have such other particular terms, as shall be set forth, in the case of each Shelf Note so issued, in the Confirmation of Acceptance with respect to such Note delivered pursuant to Section 2.5, to be substantially in the form of Exhibit 1.4 attached hereto. The terms “**Note**” and “**Notes**” as used herein shall include the Series 2017-A Notes, the Series 2018-A Notes and each Shelf Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or exchange for any such Note pursuant to any such provision. Notes which have (i) the same final maturity, (ii) the same principal prepayment dates, (iii) the same principal prepayment amounts (as a percentage of the original principal amount of each Note), (iv) the same interest rate, (v) the same interest payment dates, (vi) the same interest payment periods, (vii) the same currency specification, and (viii) the same date of issuance (which, in the case of a Note issued in exchange for another Note, shall be deemed for these purposes the date on which such Note’s ultimate predecessor Note was issued), are herein called a “**Series**” of Notes. Certain capitalized and other terms used in this Agreement are defined in Schedule B; and references to a “Schedule” or an “Exhibit” are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement.

## **2. SALE AND PURCHASE OF SHELF NOTES.**

**2.1. Facility.** MetLife is willing to consider, in its sole discretion, from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of MetLife to consider such purchase of Shelf Notes is herein called the “**Facility**”. At any time, the aggregate principal amount of Shelf Notes stated in Section 1.4, minus the aggregate principal amount of Shelf Notes purchased and sold pursuant to this Agreement after the Restatement Date, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the “**Available Facility Amount**” at such time. For purposes of the preceding sentence, all aggregate principal amounts

of Shelf Notes and Accepted Notes shall be calculated in Dollars; with respect to any Shelf Notes denominated or Accepted Notes to be denominated in any Available Currency other than Dollars, the Dollar Equivalent of such Shelf Notes or Accepted Notes shall be used for such calculation.

**NOTWITHSTANDING THE WILLINGNESS OF METLIFE TO CONSIDER PURCHASES OF SHELF NOTES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER METLIFE NOR ANY METLIFE AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY METLIFE OR ANY METLIFE AFFILIATE.**

**2.2. Issuance Period.** Shelf Notes may be issued and sold pursuant to this Agreement until the earlier of (i) September 15, 2020 and (ii) the thirtieth (30<sup>th</sup>) day after MetLife shall have given to the Company, or the Company shall have given to MetLife, a written notice stating that it elects to terminate the issuance and sale of Shelf Notes pursuant to this Agreement (or if such thirtieth day is not a Business Day, the Business Day next preceding such thirtieth day). The period during which Shelf Notes may be issued and sold pursuant to this Agreement is herein called the “**Issuance Period**”.

**2.3. Request for Purchase.** The Company may from time to time during the Issuance Period make requests for purchases of Shelf Notes (each such request being herein called a “**Request for Purchase**”). Each Request for Purchase shall be made to MetLife by email or overnight delivery service, and shall (i) specify the currency (which shall be an Available Currency) of the Shelf Notes covered thereby, which shall not be less than \$10,000,000 (or its equivalent in another Available Currency) and not be greater than the Available Facility Amount at the time such Request for Purchase is made, (ii) specify the aggregate principal amount of Shelf Notes covered thereby and not be greater than the Available Facility Amount at the time such Request for Purchase is made, (iii) specify the principal amounts, final maturities and principal prepayment dates and amounts of the Shelf Notes covered thereby, (iv) specify the use of proceeds of such Shelf Notes, (v) specify whether interest payments are to be made quarterly or semi-annually, (vi) specify the proposed day for the closing of the purchase and sale of such Shelf Notes, which shall be a Business Day during the Issuance Period not less than ten (10) days and not more than thirty (30) days after the making of such Request for Purchase, (vii) specify the number of the account and the name and address of the depository institution to which the purchase prices of such Shelf Notes are to be transferred on the Closing Day for such purchase and sale, (viii) certify that the representations and warranties contained in Section 5 are true in all material respects on and as of the date of such Request for Purchase and that there exists on the date of such Request for Purchase no Event of Default or Default, and (ix) be substantially in the form of Exhibit 2 attached hereto.

**2.4. Rate Quotes.** Not later than five (5) Business Days after the Company shall have given MetLife a Request for Purchase pursuant to Section 2.3, MetLife may, but shall be under no obligation to, provide to the Company by telephone or e-mail, in each case between 9:30 A.M. and 1:30 P.M. New York City local time (or such later time as MetLife may elect) interest rate quotes for the several currencies, principal amounts, maturities and principal prepayment schedules and interest payment periods (whether quarterly or semi-annually) of Shelf Notes

specified in such Request for Purchase (each such interest rate quote provided in response to a Request for Purchase herein called a “**Quotation**”). Each Quotation shall represent the interest rate per annum payable on the outstanding principal balance of such Shelf Notes at which a MetLife Affiliate would be willing to purchase such Shelf Notes at 100% of the principal amount thereof.

**2.5. Acceptance.** Within the Acceptance Window, an Authorized Officer of the Company may, subject to Section 2.6, elect to accept on behalf of the Company a Quotation as to the aggregate principal amount of the Shelf Notes specified in the related Request for Purchase (each such Shelf Note being herein called an “**Accepted Note**” and such acceptance being herein called an “**Acceptance**”). The day the Company notifies MetLife of an Acceptance with respect to any Accepted Notes is herein called the “**Acceptance Day**” for such Accepted Notes. Any Quotation as to which MetLife does not receive an Acceptance within the Acceptance Window shall expire, and no purchase or sale of Shelf Notes hereunder shall be made based on any such expired Quotation. Subject to Section 2.6 and the other terms and conditions hereof, the Company agrees to sell to one or more MetLife Affiliates, and such MetLife Affiliates agree to purchase the Accepted Notes at 100% of the principal amount of such Notes, which purchase price shall be paid in the currency in which such Notes are denominated. As soon as practicable following the Acceptance Day, the Company and each MetLife Affiliate which is to purchase any such Accepted Notes will execute a confirmation of such Acceptance substantially in the form of Exhibit 3 attached hereto (herein called a “**Confirmation of Acceptance**”). If the Company should fail to execute and return to MetLife within three (3) Business Days following the Company’s receipt thereof a Confirmation of Acceptance with respect to any Accepted Notes, MetLife may, after consultation with the Purchasers (as necessary), at its election at any time prior to MetLife’s receipt thereof cancel the closing with respect to such Accepted Notes by so notifying the Company in writing.

**2.6. Market Disruption.** Notwithstanding the provisions of Section 2.5, any Quotation provided pursuant to Section 2.4 shall expire if, prior to the time an Acceptance with respect to such Quotation shall have been notified to MetLife in accordance with Section 2.5, (i) in the case of any Shelf Notes to be denominated in Dollars, the domestic market for U.S. Treasury securities or derivatives shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading in securities generally on the New York Stock Exchange or in the domestic market for U.S. Treasury securities or derivatives, or (ii) in the case of Shelf Notes to be denominated in a currency other than Dollars, the markets for the relevant government securities (which in the case of the Euro, shall be the German Bund) or the Euro Mid-Swap or the spot and forward currency market, the financial futures market or the interest rate swap market shall have closed or there shall have occurred a general suspension, material limitation, or significant disruption of trading. No purchase or sale of Shelf Notes hereunder shall be made based on such expired Quotation. If the Company thereafter notifies MetLife of the Acceptance of any such Quotation, such Acceptance shall be ineffective for all purposes of this Agreement, and MetLife shall promptly notify the Company that the provisions of this Section 2.6 are applicable with respect to such Acceptance.

## 2.7. Fees.

(a) **Structuring Fee.** In consideration for the time, effort and expense involved in the preparation, negotiation and execution of this Agreement, at the time of the execution and delivery of this Agreement by the Company and MetLife, the Company will pay to MetLife in immediately available funds a fee (herein called the “**Structuring Fee**”) as mutually agreed upon, in accordance with the wire instructions that MetLife shall provide.

(b) **Delayed Delivery Fee.** If the closing of the purchase and sale of any Accepted Note is delayed for any reason beyond the original Closing Day for such Accepted Note, the Company will pay to each Purchaser which shall have agreed to purchase such Accepted Note on the Cancellation Date or actual closing date of such purchase and sale, an amount (herein called the “**Delayed Delivery Fee**”) equal to:

(A) in the case of an Accepted Note denominated in Dollars, the product of (i) the amount determined by the Lead Purchaser, after consultation with the other Purchasers, to be the amount by which the bond equivalent yield per annum of such Accepted Note exceeds the investment rate per annum on an alternative Dollar investment of the highest quality selected, by the Lead Purchaser, after consultation with the other Purchasers, and having a maturity date or dates the same as, or closest to, the Rescheduled Closing Day from time to time fixed for the delayed delivery of such Accepted Note, (ii) the principal amount of such Accepted Note, and (iii) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is three hundred and sixty (360); and

(B) in the case of an Accepted Note denominated in a currency other than Dollars, the sum of (i) the product of (x) the amount by which the bond equivalent yield per annum of such Accepted Note exceeds the arithmetic average of the Overnight Interest Rates on each day from and including the original Closing Day for such Accepted Note, (y) the principal amount of such Accepted Note, and (z) a fraction the numerator of which is equal to the number of actual days elapsed from and including the original Closing Day for such Accepted Note to but excluding the date of such payment, and the denominator of which is 360 (in case of any Accepted Note denominated in Euros or Australian Dollars) or 365 (in the case of any Accepted Note denominated in British Pounds) and (ii) the costs and expenses (if any) reasonably incurred by such Purchaser or its affiliates with respect to any interest rate, currency exchange or similar agreement entered into by the Purchaser or any such affiliate in connection with the delayed closing of such Accepted Notes.

In no case shall the Delayed Delivery Fee be less than zero. The Delayed Delivery Fee described in clause (B) above shall be paid in the currency in which the Accepted Notes are denominated. Nothing contained herein shall obligate any Purchaser to purchase any Accepted Note on any day other than the Closing Day for such Accepted Note, as the same may be rescheduled from time to time in compliance with Section 3.2.

(c) **Cancellation Fee.** If, on or after the Acceptance Day, the Company at any time notifies MetLife and each Purchaser in writing that the Company is canceling the closing of the purchase and sale of any Accepted Note, or if MetLife or a Purchaser notifies the Company in writing under the circumstances set forth in the last sentence of Section 2.5 or the penultimate sentence of Section 3.2 that the closing of the purchase and sale of such Accepted Note is to be canceled, or if the closing of the purchase and sale of such Accepted Note is not consummated on or prior to the last day of the Issuance Period (the date of any such notification, or the last day of the Issuance Period, as the case may be, being herein called the “**Cancellation Date**”), the Company will pay to each Purchaser which shall have agreed to purchase such Accepted Note no later than one Business Day after the Cancellation Date in immediately available funds an amount (the “**Cancellation Fee**”) equal to:

(A) In the case of an Accepted Note denominated in Dollars, the product of (i) the principal amount of such Accepted Note and (ii) the quotient (expressed in decimals) obtained by dividing (x) the excess of the ask price (as determined by the Lead Purchaser after consultation with the other Purchasers) of the Hedge Treasury Note(s) on the Cancellation Date over the bid price (as determined, by the Lead Purchaser after consultation with the other Purchasers,) of the Hedge Treasury Note(s) on the Acceptance Day for such Accepted Note by (y) such bid price, with the foregoing bid and ask prices as reported on the Bridge\Telerate Service, or if such information ceases to be available on the Bridge\Telerate Service, any publicly available source of such market data selected, by the Lead Purchaser after consultation with the other Purchasers, and rounded to the second decimal place; and

(B) in the case of an Accepted Note denominated in a currency other than Dollars, the aggregate of all unwinding costs reasonably incurred by such Purchaser or its affiliates on positions executed by or on behalf of such Purchaser or such affiliates in connection with the proposed lending in such currency and setting the coupon in such currency, including replacement positions entered into for purposes of achieving short form hedge account treatment under FAS133, provided, however, that any gain realized upon the unwinding of any such positions shall be offset against any such unwinding costs. Such positions include (without limitation) currency and interest rate swaps, futures and forwards, government bond (including U.S. Treasury bond) hedges and currency exchange contracts, all of which may be subject to substantial price volatility. Such costs may also include (without limitation) losses incurred by such Purchaser or its affiliates as a result of fluctuations in exchange rates. All unwinding costs incurred by such Purchaser shall be determined by MetLife or its affiliate in accordance with generally accepted financial practice.

In no case shall the Cancellation Fee be less than zero.

### 3. CLOSING.

**3.1. Facility Closings.** Not later than 11:30 A.M. (New York City local time) on the Closing Day for any Accepted Notes, the Company will deliver to each Purchaser listed in the Confirmation of Acceptance relating thereto at the offices of MetLife, 10 Park Avenue, Morristown, New Jersey 07962-1902, Attention: Law Department, or at such other place pursuant to the written directions to the Company, the Accepted Notes to be purchased by such Purchaser in the form of one or more Notes in authorized denominations as such Purchaser may request for each Series of Accepted Notes to be purchased on the Closing Day, dated the Closing Day and registered in such Purchaser's name (or in the name of its nominee), against payment of the purchase price thereof by transfer of immediately available funds for credit to the Company's account specified in the Request for Purchase of such Notes. The Restatement Closing and each Shelf Closing are hereafter sometimes each referred to as a "**Closing**".

**3.2. Rescheduled Facility Closings.** If the Company fails to tender to any Purchaser the Accepted Notes to be purchased by such Purchaser on the scheduled Closing Day for such Accepted Notes as provided above in Section 3.1, or any of the conditions specified in Section 4 shall not have been fulfilled by the time required on such scheduled Closing Day, the Company shall, prior to 2:00 P.M., New York City local time, on such scheduled Closing Day notify each Purchaser in writing whether (a) such closing is to be rescheduled (such rescheduled date to be a Business Day during the Issuance Period not less than one (1) Business Day and not more than ten (10) Business Days after such scheduled Closing Day (the "**Rescheduled Closing Day**")) and certify that the Company reasonably believes that it will be able to comply with the conditions set forth in Section 4 on such Rescheduled Closing Day and that the Company will pay the Delayed Delivery Fee in accordance with Section 2.7(b) or (b) such closing is to be canceled. If a Rescheduled Closing Day is established in respect of Notes denominated in a currency other than Dollars, such Notes shall have the same maturity date, principal prepayment dates and amounts and interest payment dates as originally scheduled. In the event that the Company shall fail to give such notice referred to in the second preceding sentence, the Lead Purchaser, after consultation with the other Purchasers, may at its election, at any time after 2:00 P.M., New York City local time, on such scheduled Closing Day, notify the Company in writing that such closing is to be canceled. Notwithstanding anything to the contrary appearing in this Agreement, the Company may not elect to reschedule a closing with respect to any given Accepted Notes on more than one occasion, unless the Lead Purchaser, after consultation with the other Purchasers, shall have otherwise consented in writing.

### 4. CONDITIONS TO CLOSING.

The obligations of MetLife and the Original Purchasers to enter into this Agreement to amend and restate the Original Master Note Agreement and the Original Notes and to make the Facility Available to the Company is subject to the satisfaction, on or before the Restatement Date, of the conditions set forth in this Section 4 (other than the conditions set forth in Sections 4.3(b), 4.4, 4.5, and 4.8 and 4.10). Each Purchaser's obligation to purchase and pay for the Notes to be sold to such Purchaser at the Closing for such Notes is subject to the fulfillment to such Purchaser's reasonable satisfaction, prior to or at such Closing, of the conditions set forth in this Section 4 (other than the condition set forth in Section 4.11).

#### **4.1. Representations and Warranties.**

The representations and warranties of the Company in this Agreement shall be correct in all material respects when made and at the time of the applicable Closing (except (i) to the extent of changes caused by the transactions herein contemplated and (ii) with respect to Section 5.8, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to MetLife and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date when such representation and warranty is made).

#### **4.2. Performance; No Default.**

The Company shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at such Closing and after giving effect to the issue and sale of the Notes (in the case of any Closing other than the Restatement Closing) (and the application of the proceeds thereof as contemplated by Section 5.14), no Default or Event of Default shall have occurred and be continuing.

#### **4.3. Compliance Certificates.**

(a) Officer's Certificate. The Company shall have delivered to such Purchaser an Officer's Certificate, dated the date of such Closing, certifying that the conditions specified in Sections 4.1, 4.2 and 4.9 have been fulfilled, in the form attached hereto as Exhibit 4.3(a).

(b) Secretary's Certificate. The Company shall have delivered to such Purchaser a certificate of its Secretary or an Assistant Secretary, dated the date of such Closing, certifying as to the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Notes and this Agreement, in the form attached hereto as Exhibit 4.3(b).

#### **4.4. Opinions of Counsel.**

Such Purchaser shall have received opinions in form and substance reasonably satisfactory to such Purchaser, dated the date of such Closing (a) from Proskauer Rose LLP, counsel for the Company, substantially in the form set forth in Exhibit 4.4(a) and covering such other matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and the Company hereby instructs its counsel to deliver such opinion to the Purchasers) and (b) from Morgan, Lewis & Bockius LLP (or such other special counsel designated by (i) MetLife, in the case of the Restatement Closing, and (ii) the Lead Purchaser after consultation with the other Purchasers, in the case of any other Closing), the Purchasers' special counsel in connection with such transactions, substantially in the form set forth in Exhibit 4.4(b) and covering such other matters incident to such transactions as such Purchaser may reasonably request.

#### **4.5. Purchase Permitted By Applicable Law, Etc.**

On the date of such Closing such Purchaser's purchase of Notes shall (a) be permitted by the laws and regulations of each jurisdiction to which such Purchaser is subject, without recourse to provisions (such as section 1405(a)(8) of the New York Insurance Law) permitting limited investments by insurance companies without restriction as to the character of the particular investment, (b) not violate any applicable law or regulation (including, without limitation, Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (c) not subject such Purchaser to any tax, penalty or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof.

#### **4.6. Exchange of Original Notes; Sale of Other Notes.**

(a) Exchange of Original Notes. In the case of the Restatement Closing, each Original Purchaser shall have received, if requested, the replacement Notes to be delivered to such Original Purchaser pursuant to Section 1.3.

(b) Sale of Other Notes. In the case of any Closing (other than the Restatement Closing), contemporaneously with such Closing the Company shall sell to each other Purchaser and each other Purchaser shall purchase the Notes to be purchased by it at such Closing as specified in the applicable Confirmation of Acceptance.

#### **4.7. Payment of Fees.**

(a) Without limiting the provisions of Section 15.1, the Company shall have paid to MetLife and each Purchaser on or before such Closing any fees due it pursuant to or in connection with this Agreement, including any Structuring Fee due pursuant to Section 2.7(a) and any Delayed Delivery Fee due pursuant to Section 2.7(b); the Structuring Fee being due and payable on the date hereof.

(b) Without limiting the provisions of Section 15.1, the Company shall have paid on or before such Closing reasonable, documented and invoiced fees, charges and disbursements of the Purchasers' special counsel referred to in Section 4.4 to the extent reflected in a statement of such counsel rendered to the Company at least one (1) Business Day prior to such Closing.

#### **4.8. Private Placement Number.**

A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for such Notes.

#### **4.9. Changes in Corporate Structure.**

Following the date of the most recent financial statements referred to in Section 5.5, except as otherwise permitted pursuant to Section 10.2, the Company shall not have changed its jurisdiction of incorporation or organization, as applicable, and prior to the Restatement Closing, except as provided in Section 10.2, the Company shall not have been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity.

#### **4.10. Subsidiary Guarantees.**

Each Subsidiary Guarantor at the time of each Closing shall have delivered to the Purchasers a confirmation of subsidiary guarantee substantially in the form of Exhibit 4.10 hereto executed by each such Subsidiary Guarantor.

#### **4.11. Amendment and Restatement of Other Shelf Agreements.**

MetLife and each Original Purchaser shall have received executed copies of the New York Life Master Note Facility and the Prudential Shelf Agreement, in each case, in form and substance satisfactory to MetLife and such Original Purchaser.

#### **4.12. Proceedings and Documents.**

All corporate authorizations by the Company required for the transactions contemplated by this Agreement and for the execution of all documents and instruments required to consummate such transactions shall be reasonably satisfactory to such Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

### **5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.**

The Purchasers and the holders of the Notes recognize and acknowledge that the Company may supplement the following representations and warranties in this Section 5, including the Schedules related thereto, pursuant to a Request for Purchase; provided that no such supplement to any representation or warranty applicable to any particular Closing Day shall change or otherwise modify or be deemed or construed to change or otherwise modify any representation or warranty given on any other Closing Day or any determination of the falseness or inaccuracy thereof pursuant to Section 11(e). The Company represents and warrants to each Purchaser that:

#### **5.1. Organization; Power and Authority.**

The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified as a foreign corporation, where legally applicable, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has the corporate power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease, to transact the business it transacts, to execute and deliver this Agreement and the Notes and to perform the provisions hereof and thereof.

## 5.2. Authorization, Etc.

This Agreement and the Notes have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof each Note will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

## 5.3. Disclosure.

This Agreement and the documents, certificates or other writings (including the financial statements described in Section 5.5 and the financial statements provided pursuant to the terms hereof) delivered to the Purchasers by or on behalf of the Company in connection with the transactions contemplated hereby (this Agreement and such documents, certificates or other writings and financial statements delivered to each Purchaser prior to the applicable Closing Day being referred to, collectively, as the "**Disclosure Documents**"), taken as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made. Except as disclosed in the Disclosure Documents, since the end of the most recent fiscal year for which audited financial statements have been furnished there has been no change in the financial condition, operations, business or properties of the Company or any Subsidiary except changes that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been set forth herein or in the Disclosure Documents. For the purposes of this Section 5.3, the Disclosure Documents shall be deemed to include all filings made with, or furnished to, the Securities and Exchange Commission by the Company pursuant to sections 13 or 15(d) of the Exchange Act, and the Company shall be deemed to have made delivery of any such Disclosure Document if it shall have timely made such Disclosure Document available on the Securities and Exchange Commission's Electronic Data Gathering Analysis, and Retrieval system, or its successor thereto ("**EDGAR**").

## 5.4. Organization and Ownership of Shares of Subsidiaries; Affiliates.

(a) Each Subsidiary is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where legally applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts.

(b) No Subsidiary is a party to, or otherwise subject to any Material legal, regulatory, contractual or other restriction (other than this Agreement, the agreements listed on Schedule 5.4, organizational documents of Subsidiaries that are joint ventures to the extent such documents restrict the ability of such Subsidiaries to pay dividends or make similar distributions, agreements governing Indebtedness of Subsidiaries that are joint ventures owed to the Company or any other lender provided the Company is

the administrative agent (or equivalent role) thereunder to the extent such agreements restrict the ability of such Subsidiaries to pay dividends or make similar distributions, and customary limitations imposed by corporate law or similar statutes) restricting the ability of such Subsidiary to pay dividends out of profits or make any other similar distributions of profits to the Company or any of its Subsidiaries that owns outstanding shares of capital stock or similar equity interests of such Subsidiary.

#### **5.5. Financial Statements; Material Liabilities.**

The Company has delivered to each Original Purchaser and each Purchaser of any Accepted Notes the following financial statements identified by a principal financial officer of the Company: (i) consolidating and consolidated balance sheets of the Company and its consolidated Subsidiaries as at the last day of each of the three fiscal years of the Company most recently completed prior to the date as of which this representation is made or repeated to such Purchaser (other than fiscal years completed within 90 days prior to such date for which audited financial statements have not been released) and consolidating and consolidated statements of operations, cash flows and stockholders' equity of the Company and its consolidated Subsidiaries for each such year, all reported on by BDO Seidman, LLP and (ii) consolidating and consolidated balance sheets of the Company and its consolidated Subsidiaries as at the end of the quarterly period (if any) most recently completed prior to such date and after the end of such fiscal year (other than quarterly periods completed within 45 days prior to such date for which financial statements have not been released) and the comparable quarterly period in the preceding fiscal year and consolidating and consolidated statements of operations, cash flows and stockholders' equity for the periods from the beginning of the fiscal years in which such quarterly periods are included to the end of such quarterly periods, prepared by the Company. All of said financial statements (including in each case the related schedules and notes) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the consolidated results of their operations and cash flows for the respective periods indicated and have been prepared in accordance with GAAP consistently applied throughout the periods involved except as set forth in the notes thereto (subject, in the case of any interim financial statements, to normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto). The Company shall be deemed to satisfy the delivery requirements of this Section 5.5 if the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as applicable, each prepared in accordance with the requirements therefor and filed with the Securities and Exchange Commission, are made available on EDGAR.

#### **5.6. Compliance with Laws, Other Instruments, Etc.**

The execution, delivery and performance by the Company of this Agreement and the Notes will not:

(a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, (i) the corporate charter or by-laws of the Company or any Subsidiary, or (ii) any Material indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other Material agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected;

(b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary; or

(c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary,

except for any such contravention, breach, default, creation of a Lien, conflict or violation described in any of clauses (b), and (c) above which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

#### **5.7. Governmental Authorizations, Etc.**

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Agreement or the Notes, except such filings as might be required to perfect any Liens granted to the holders of the Notes.

#### **5.8. Litigation; Observance of Agreements, Statutes and Orders.**

(a) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary or any property of the Company or any Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority (i) with respect to any of the Financing Documents or any of the transactions contemplated hereby or thereby, or (ii) as to which (x) there is a reasonable likelihood of an adverse determination and (y) that, if adversely determined, would, individually or in the aggregate, have a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary is in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including, without limitation, Environmental Laws or the USA Patriot Act) of any Governmental Authority, which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

#### **5.9. Taxes.**

The Company and its Subsidiaries have filed all tax returns that are required to have been filed in any jurisdiction, and have paid all taxes shown to be due and payable on such returns and all other taxes and assessments levied upon them or their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent, except for any taxes and assessments (i) the amount of which is not individually or in the aggregate Material or (ii) the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which the Company or a Subsidiary, as the case may be, has established adequate reserves in accordance with GAAP.

#### **5.10. Title to Property; Leases.**

Each of the Company and its Subsidiaries have good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary and used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

#### **5.11. Licenses, Permits, Etc.**

(a) The Company and its Subsidiaries own or possess in all material respects all licenses, permits, franchises, authorizations, patents, copyrights, proprietary software, service marks, trademarks and trade names, or rights thereto, that individually or in the aggregate are Material, without known conflict with the rights of others except for such conflicts as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) To the best knowledge of the Company, no product of the Company or any of its Subsidiaries infringes any license, permit, franchise, authorization, patent, copyright, proprietary software, service mark, trademark, trade name or other right owned by any other Person in any respect that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(c) To the best knowledge of the Company, there is no violation by any Person of any right of the Company or any of its Subsidiaries with respect to any patent, copyright, proprietary software, service mark, trademark, trade name or other right owned or used by the Company or any of its Subsidiaries that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

#### **5.12. Compliance with ERISA.**

(a) The Company and each ERISA Affiliate have operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Company or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate, in either case pursuant to Title I or IV of ERISA or to such penalty or excise tax provisions or to section 430 or 436 of the Code or section 4068 of ERISA, other than such liabilities or Liens as would not be individually or in the aggregate Material.

(b) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), determined as of the end of such Plan's most recently ended plan year on the basis of the actuarial assumptions specified for funding purposes in such Plan's most recent actuarial valuation report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by an amount that could reasonably be expected to result in a Material Adverse Effect. The term "benefit liabilities" has the meaning specified in section 4001 of ERISA and the terms "current value" and "present value" have the meaning specified in section 3 of ERISA.

(c) The Company and its ERISA Affiliates have not incurred withdrawal liabilities (and are not subject to contingent withdrawal liabilities) under section 4201 or 4204 of ERISA in respect of Multiemployer Plans that individually or in the aggregate are Material.

(d) The expected postretirement benefit obligation (determined as of the last day of the Company's most recently ended fiscal year in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of the Company and its Subsidiaries is not Material or has otherwise been disclosed in the most recent audited financial statements.

(e) The execution and delivery of this Agreement and the issuance and sale of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Company to each Purchaser in the first sentence of this Section 5.12(e) is made in reliance upon and subject to the accuracy of such Purchaser's representation in Section 6.2 as to the sources of the funds used to pay the purchase price of the Notes to be purchased by such Purchaser.

#### **5.13. Private Offering by the Company.**

Prior to such Closing Day, neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than the Purchasers and other Institutional Investors, each of which has been offered the Notes at a private sale for investment. Neither the Company nor anyone acting on its behalf has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any securities or blue sky laws of any applicable jurisdiction.

#### **5.14. Use of Proceeds; Margin Regulations.**

The proceeds of the sale of the Original Notes were used as set forth in the applicable Request for Purchase (as defined in the Original Master Note Agreement or the Initial Master Note Agreement, as applicable). The Company will apply the proceeds of the sale of the Shelf

Notes as set forth in the applicable Request for Purchase. No part of the proceeds from the sale of the Notes hereunder will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve the Company in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute more than 5% of the value of the consolidated assets of the Company and its Subsidiaries and the Company does not have any present intention that margin stock will constitute more than 5% of the value of such assets. As used in this Section, the terms “margin stock” and “purpose of buying or carrying” shall have the meanings assigned to them in said Regulation U.

#### **5.15. Existing Indebtedness.**

Neither the Company nor any of its Subsidiaries has outstanding any Indebtedness except as permitted by Section 10.6.

#### **5.16. Foreign Assets Control Regulations, Etc.**

(a) Neither the Company nor any Subsidiary (i) is a Blocked Person, (ii) has been notified that its name appears or may in the future appear on a State Sanctions List or (iii) is a target of sanctions that have been imposed by the United Nations or the European Union.

(b) Neither the Company nor any Subsidiary (i) has violated, been found in violation of, or been charged or convicted under, any applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws or (ii) to the Company’s knowledge, is under investigation by any Governmental Authority for possible violation of any U.S. Economic Sanctions Laws, Anti-Money Laundering Laws or Anti-Corruption Laws.

(c) No part of the proceeds from the sale of the Notes hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Company or any Subsidiary, directly or, to the knowledge of the Company, indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Purchaser to be in violation of any applicable U.S. Economic Sanctions Laws or (C) otherwise in violation of any applicable U.S. Economic Sanctions Laws;

(ii) will be used, directly or, to the knowledge of the Company, indirectly, in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Money Laundering Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Purchaser to be in violation of, any applicable Anti-Corruption Laws.

(d) The Company has implemented and maintains in effect policies and procedures designed to ensure that the Company and each Subsidiary is and will continue to be in compliance with all applicable U.S. Economic Sanctions Laws, Anti-Money Laundering Laws and Anti-Corruption Laws.

**5.17. Status under Certain Statutes.**

Neither the Company nor any Subsidiary is governed by the Investment Company Act of 1940, as amended, the ICC Termination Act of 1995, as amended, or the Federal Power Act, as amended.

**5.18. Environmental Matters.**

(a) Neither the Company nor any Subsidiary has actual knowledge of any claim or has received any notice of any claim, and no proceeding has been instituted raising any claim against the Company or any of its Subsidiaries or any of their respective real properties now or formerly owned, leased or operated by any of them or other assets, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Company nor any Subsidiary has actual knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from or occurring on real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(c) Neither the Company nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them and has not disposed of any Hazardous Materials in a manner contrary to any Environmental Laws in each case in any manner that could reasonably be expected to result in a Material Adverse Effect; and

(d) All buildings on all real properties now owned, leased or operated by the Company or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

**5.19. Ranking of Obligations.**

The Company's payment obligations under this Agreement and the Notes will, upon issuance of the Notes, rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company.

## 6. REPRESENTATIONS OF THE PURCHASERS.

### 6.1. Purchase for Investment.

Each Purchaser severally represents that it is an “accredited investor” within the meaning of Regulation D under the Securities Act and that (a) in the case of any Purchaser (other than an Original Purchaser), it is purchasing the Notes purchased by it hereunder, and (b) in the case of an Original Purchaser, it purchased the Original Notes purchased by it under the Original Master Note Agreement or the Initial Master Note Agreement, as applicable, in each case, for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of such Purchaser’s or such pension or trust fund’s property shall at all times be within such Purchaser’s or their control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to and has no intention to register the Notes.

### 6.2. Source of Funds.

At least one of the following statements was as of the date of the purchase of the applicable Original Notes an accurate representation as to each source of funds (a “**Source**”) used by such Original Purchaser to pay the entire purchase price of such Original Notes purchased by such Original Purchaser under the Original Master Note Agreement or the Initial Master Note Agreement, as applicable, and each Purchaser (other than an Original Purchaser) severally represents that at least one of the following statements is an accurate representation as to each Source to be used by such Purchaser to pay the entire purchase price of the Notes to be purchased by it hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“**PTE**”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the “**NAIC Annual Statement**”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Company in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part V of PTE 84-14 (the “**QPAM Exemption**”)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part V of the QPAM Exemption), no employee benefit plan’s assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section V(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM (applying the definition of “control” in Section V(e) of the QPAM Exemption) owns a 5% or more interest in the Company and (i) the identity of such QPAM and (ii) the names of all employee benefit plans whose assets are included in such investment fund have been disclosed to the Company in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of Part IV(h) of PTE 96-23 (the “**INHAM Exemption**”)) managed by an “in-house asset manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in Part IV(d) of the INHAM Exemption) owns a 10% or more interest in the Company (as determined under Part IV(d) of the INHAM Exemption, as amended effective April 1, 2011) and (i) the identity of such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to the Company in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Company in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 6.2, the terms “employee benefit plan,” “governmental plan,” and “separate account” shall have the respective meanings assigned to such terms in section 3 of ERISA.

## 7. INFORMATION AS TO COMPANY.

### 7.1. Financial and Business Information.

The Company shall deliver to MetLife and each holder of Notes that is an Institutional Investor:

(a) Quarterly Statements — promptly after the same are available, and in any event within 45 days after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year) (or, to the extent the Company is a reporting company under the Securities Act, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its quarterly report on Form 10-Q), duplicate copies of

(i) consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at the end of each such quarter, and

(ii) consolidated and consolidating statements of operations and of cash flows of the Company and its consolidated Subsidiaries for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding period in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from normal, recurring, year-end audit adjustments and the absence of GAAP notes thereto;

(b) Annual Statements — promptly after the same are available, and in any event within 90 days after the end of each fiscal year of the Company (or, to the extent the Company is a reporting company under the Securities Act, such shorter period as shall be required under the applicable rules of the Securities and Exchange Commission for the filing of its annual report on Form 10-K), duplicate copies of

(i) consolidated and consolidating balance sheets of the Company and its consolidated Subsidiaries as at the end of such year, and

(ii) consolidated and consolidating statements of operations and stockholders' equity and of cash flows of the Company and its consolidated Subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by, in respect of such financial statements of the Company and its consolidated Subsidiaries:

(A) an opinion thereon of BDO Seidman, LLP or any other independent certified public accountants of nationally recognized standing reasonably acceptable to the Required Holders, which opinion shall not contain any qualification arising out of the scope of the audit and shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances,

(B) an executive summary of the management letter prepared by such accountants; provided, however, that if a Default or Event of Default shall have occurred and shall be continuing, the full text of such management letter shall be provided to MetLife and each holder of Notes that is an Institutional Investor, and

(C) a certificate of such accountants stating whether they obtained knowledge during the course of their examination of such financial statements of any Default or Event of Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(c) SEC and Other Reports — promptly upon their becoming available, one copy of (i) each financial statement, report, circular, notice or proxy statement or similar document sent by the Company or any Subsidiary to its principal lending banks as a whole (excluding information sent to such banks in the ordinary course of administration of a bank facility, such as information relating to pricing and borrowing availability) or to its public securities holders generally, and (ii) each regular or periodic report, each registration statement (without exhibits except as expressly requested by such holder), and each prospectus and all amendments thereto filed by the Company or any Subsidiary with the Securities and Exchange Commission or any similar Governmental Authority or securities exchange and of all press releases and other statements made available generally by the Company or any Subsidiary to the public concerning developments that are Material;

(d) Notice of Default or Event of Default – promptly, and in any event within five Business Days after a Responsible Officer obtaining actual knowledge of the existence of any Default or Event of Default or that any applicable creditor has given any notice or taken any action with respect to a claimed default hereunder or that any Person has given any notice or taken any action with respect to a claimed default of the type referred to in Section 11(f), a written notice specifying the nature and period of existence thereof and what action the Company is taking or proposes to take with respect thereto;

(e) Employee Benefit Matters – promptly, and in any event within fifteen days after a Responsible Officer obtaining actual knowledge of any of the following, a written notice setting forth the nature thereof and the action, if any, that the Company or an ERISA Affiliate proposes to take with respect thereto:

(i) with respect to any Plan, any reportable event, as defined in section 4043(c) of ERISA and the regulations thereunder, for which notice thereof has not been waived pursuant to such regulations as in effect on the date hereof; or

(ii) the taking by the PBGC of steps to institute, or the threatening by the PBGC of the institution of, proceedings under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by the PBGC with respect to such Multiemployer Plan; or

(iii) any event, transaction or condition that could result in the incurrence of any liability by the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or in the imposition of any Lien on any of the rights, properties or assets of the Company or any ERISA Affiliate pursuant to Title I or IV of ERISA or such penalty or excise tax provisions, if such liability or Lien, taken together with any other such liabilities or Liens then existing, could reasonably be expected to have a Material Adverse Effect;

(f) Notices from Governmental Authority — promptly, and in any event within 30 days of receipt thereof, copies of any notice to the Company or any Subsidiary from any Governmental Authority relating to any order, ruling, statute or other law or regulation that could reasonably be expected to have a Material Adverse Effect;

(g) Material Adverse Effect – promptly, and in any event within five Business Days of a Responsible Officer obtaining actual knowledge of any development that results in, or could reasonably be expected to result in, a Material Adverse Effect, a written notice setting forth the nature thereof and the action, if any, that the Company proposes to take with respect thereto; and

(h) Requested Information — with reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets or properties of the Company or any of its Subsidiaries or relating to the ability of the Company to perform its obligations hereunder and under the Notes as from time to time may be reasonably requested by any such holder of Notes, including information readily available to the Company explaining the Company's financial statements if such information has been requested by the SVO in order to assign or maintain a designation of the Notes.

The Company shall have satisfied the reporting obligations under clauses (a), (b) and (c) of this Section 7.1 if it shall have made the information required by such clauses available on EDGAR in accordance with the time periods specified in such clauses.

## **7.2. Officer's Certificate.**

Each set of financial statements delivered to MetLife or a holder of Notes pursuant to Section 7.1(a) or Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth:

(a) Covenant Compliance — (i) the information required in order to establish whether the Company was in compliance with the requirements of Section 10.9 (including reasonably detailed calculations) and (ii) a certification by the Senior Financial Officer that the Company was in compliance with the requirements of Section 10.5(o), Section 10.6(a) and (b)(vi) and Section 10.7(g)(iii) during the quarterly or annual period covered by the statements then being furnished (including with respect to each such Section, if requested, the calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Sections, and the calculation of the amount, ratio or percentage then in existence); and

(b) Event of Default — a statement that such Senior Financial Officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or her supervision, a reasonable and customary review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the quarterly or annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including, without limitation, any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

## **7.3. Visitation.**

The Company shall permit the representatives of each holder of Notes that is an Institutional Investor:

(a) No Default — if no Default or Event of Default then exists, at the expense of such holder and upon reasonable prior notice to the Company, to visit the principal executive office of the Company during regular business hours, to discuss the affairs, finances and accounts of the Company and its Subsidiaries with the Company's officers, and (with the consent of the Company, which consent will not be unreasonably withheld) its independent public accountants, and (with the consent of the Company, which consent will not be unreasonably withheld) to visit the other offices and properties of the Company and each Subsidiary, all at such reasonable times and as often as may be reasonably requested in writing; provided that each

holder of Notes that is an Institutional Investor shall make reasonable efforts to coordinate any such visit with MetLife and any other holder of Notes that is an Institutional Investor such that each holder will attempt to conduct its visit during the same period of time as other holders conducting visits; and

(b) Default — if a Default or Event of Default then exists, at the expense of the Company to visit and inspect any of the offices or properties of the Company or any Subsidiary, to examine all their respective books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers and independent public accountants (and by this provision the Company authorizes said accountants to discuss the affairs, finances and accounts of the Company and its Subsidiaries), all at such times and as often as may be requested.

#### **7.4. Limitation on Disclosure Obligation.**

The Company shall not be required to disclose the following information pursuant to Section 7.1(c), 7.1(h) or 7.3:

(a) information that the Company determines after consultation with counsel qualified to advise on such matters that, notwithstanding the confidentiality requirements of Section 20, it would be prohibited from disclosing by applicable law or regulations without making public disclosure thereof; or

(b) information that, notwithstanding the confidentiality requirements of Section 20, the Company is prohibited from disclosing by the terms of an obligation of confidentiality contained in any agreement with any non-Affiliate binding upon the Company and not entered into in contemplation of this clause (b), provided that the Company shall use commercially reasonable efforts to obtain consent from the party in whose favor the obligation of confidentiality was made to permit the disclosure of the relevant information and provided further that the Company has received a written opinion of counsel confirming that disclosure of such information without consent from such other contractual party would constitute a breach of such agreement.

Promptly after a request therefor from any holder of Notes that is an Institutional Investor, the Company will provide such holder with a written opinion of counsel (which may be addressed to the Company) relied upon as to any requested information that the Company is prohibited from disclosing to such holder under circumstances described in this Section 7.4.

### **8. PAYMENT AND PREPAYMENT OF THE NOTES.**

#### **8.1. Maturity.**

(a) Series 2017-A Notes. As provided therein, the entire principal balance of each Series 2017-A Note shall be due and payable on the maturity date thereof.

(b) Series 2018-A Notes. As provided therein, the entire principal balance of each Series 2018-A Note shall be due and payable on the maturity date thereof.

(c) **Shelf Notes.** Each Series of Shelf Notes shall be subject to required prepayments, if any, set forth in the Notes of such Series, provided that upon any partial prepayment of the Shelf Notes of any Series pursuant to Section 8.2, 8.7 or 8.8, the principal amount of each required prepayment of the Shelf Notes of such Series becoming due under this Section 8.1 on and after the date of such prepayment shall be reduced in the same proportion as the aggregate unpaid principal amount of the Shelf Notes of such Series is reduced as a result of such prepayment.

#### **8.2. Optional Prepayments with Make-Whole Amount.**

The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, any Series of Notes, in a principal amount of (a) \$1,000,000 or any integral multiple of \$100,000 in excess thereof, in the case of Notes denominated in Dollars, (b) €1,000,000 or any integral multiple of €100,000 in excess thereof, in the case of Notes denominated in Euros, (c) £1,000,000 or any integral multiple of £100,000 in excess thereof, in the case of Notes denominated in British Pounds, and (d) A\$1,000,000 or any integral multiple of A\$100,000 in excess thereof, in the case of Notes denominated in Australian Dollars, in the case of a partial prepayment, at 100% of the principal amount so prepaid, the Make-Whole Amount determined for the prepayment date with respect to such principal amount, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount. The Company will give each holder of the Series of Notes to be prepaid written notice of each optional prepayment under this Section 8.2 not less than 30 days and not more than 60 days prior to the date fixed for such prepayment. Each such notice shall specify such date (which shall be a Business Day), the aggregate principal amount of the Series of Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.3), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, the Company shall deliver to each holder of the Series of Notes to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified prepayment date.

#### **8.3. Allocation of Partial Prepayments.**

In the case of each partial prepayment of the Notes of any Series pursuant to Section 8.2, the principal amount of the Notes of such Series to be prepaid shall be allocated among all of the Notes of such Series at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

#### **8.4. Maturity; Surrender, Etc.**

In the case of each prepayment of Notes of any Series pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment (which shall be a Business Day), together with interest on such principal amount accrued to such date, the applicable Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount. From and after such date,

unless the Company shall fail to pay such principal amount when so due and payable, together with the interest, Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full shall be surrendered to the Company and cancelled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

#### **8.5. Purchase of Notes.**

The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except (a) upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes or (b) pursuant to an offer to purchase made by the Company or an Affiliate *pro rata* to the holders of all Notes at the time outstanding upon the same terms and conditions. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least fifteen (15) Business Days. If the holders of more than 50% of the principal amount of the Notes then outstanding accept such offer, the Company shall promptly notify the remaining holders of such fact and the expiration date for the acceptance by holders of Notes of such offer shall be extended by the number of days necessary to give each such remaining holder at least ten (10) Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all Notes acquired by it or any Affiliate pursuant to any payment, prepayment or purchase of Notes pursuant to any provision of this Agreement and no Notes may be issued in substitution or exchange for any such Notes.

#### **8.6. Make-Whole Amount.**

##### **(a) Make-Whole Amount with respect to Non-Swapped Notes.**

The term “**Make-Whole Amount**” means, with respect to any Non-Swapped Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Non-Swapped Note over the amount of such Called Principal, provided that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount with respect to any Non-Swapped Note, the following terms have the following meanings:

“**Applicable Percentage**” means 0.50% (50 basis points).

“**Called Principal**” means, with respect to any Non-Swapped Note, the principal of such Non-Swapped Note that is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1.

“**Discounted Value**” means, with respect to the Called Principal of any Non-Swapped Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Non-Swapped Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

**“Implied Rate Australian Dollar Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in Australian Dollars, the yield to maturity implied by (i) the ask-side yields reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PXAU” on Bloomberg Financial Markets (or such other display as may replace “Page PXAU” on Bloomberg Financial Markets) for the actively traded benchmark Australian Government bonds having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields for such securities as determined by Recognized Australian Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice, and (b) interpolating linearly between (1) the actively traded benchmark Australian Government bonds with the maturity closest to and greater than the Remaining Average Life of such Called Principal, and (2) the actively traded benchmark Australian Government bonds with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Implied Rate British Pound Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in British Pounds, the yield to maturity implied by (i) the ask-side yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated “Page PXUK” on Bloomberg Financial Markets (or such other display as may replace “Page PXUK” on Bloomberg Financial Markets) for actively traded gilt-edged securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields as determined by Recognized British Government Bond Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the actively traded gilt-edged security with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the actively traded gilt-edged security with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Implied Rate Dollar Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in Dollars, the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the

preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Remaining Average Life.

**“Implied Rate Euro Yield”** means, with respect to the Called Principal of any Non-Swapped Note denominated in Euros, the yield to maturity implied by (i) the ask-side yields reported, as of 10:00 A.M. (New York time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as “Page PXGE” on Bloomberg Financial Markets (or such other display as may replace “Page PXGE” on Bloomberg Financial Markets) for the benchmark German Bund having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported are not ascertainable, the average of the ask-side yields as determined by Recognized German Bund Market Makers. Such implied yield will be determined, if necessary, by (a) converting quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the benchmark German Bund with the maturity closest to and greater than the Remaining Average Life of such Called Principal and (2) the benchmark German Bund with the maturity closest to and less than the Remaining Average Life of such Called Principal.

**“Recognized Australian Government Bond Market Makers”** means two internationally recognized dealers of Australian Government bonds reasonably selected by MetLife.

**“Recognized British Government Bond Market Makers”** means two internationally recognized dealers of gilt edged securities reasonably selected by MetLife.

**“Recognized German Bund Market Makers”** means two internationally recognized dealers of German Bunds reasonably selected by MetLife.

**“Reinvestment Yield”** means, with respect to the Called Principal of any Note denominated in (i) Dollars, the Applicable Percentage plus the Implied Rate Dollar Yield, (ii) Euros, the Applicable Percentage plus the Implied Rate Euro Yield, (iii) British Pounds, the Applicable Percentage plus the Implied Rate British Pound Yield, and (iv) Australian Dollars, the Applicable Percentage plus the Implied Rate Australian Dollar Yield. The Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Note.

**“Remaining Average Life”** means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

**“Remaining Scheduled Payments”** means, with respect to the Called Principal of any Non-Swapped Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date, provided that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Non-Swapped Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.2, Section 8.7, Section 8.8 or Section 12.1.

**“Settlement Date”** means, with respect to the Called Principal of any Non-Swapped Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

**(b) Make-Whole Amount with respect to Swapped Notes.**

**“Make-Whole Amount”** means, with respect to any Swapped Note, an amount equal to the excess, if any, of the Swapped Note Discounted Value of the Swapped Note Remaining Scheduled Swap Payments with respect to the Swapped Note Called Notional Amount related to such Swapped Note over such Swapped Note Called Notional Amount, *provided* that the Make-Whole Amount may in no event be less than zero. All payments of Make-Whole Amounts with respect to Swapped Notes shall be made in Dollars. For the purposes of determining the Make-Whole Amount with respect to any Non-Swapped Note, the following terms have the following meanings:

**“New Swap Agreement”** means any cross-currency swap agreement (which does not qualify as a Replacement Swap Agreement) pursuant to which the holder of a Swapped Note is to receive payment in Dollars and which is entered into in full or partial replacement of an Original Swap Agreement as a result of such Original Swap Agreement having terminated for any reason. The terms of a New Swap Agreement with respect to any Swapped Note do not have to be identical to those of the Original Swap Agreement with respect to such Swapped Note. Any holder of a Swapped Note that enters into or terminates a New Swap Agreement shall within a reasonable period of time thereafter deliver to the Company (i) a schedule describing the confirmation or termination related thereto or (ii) a copy of the confirmation or termination related thereto.

**“Original Swap Agreement”** means, with respect to any Swapped Note, (x) a cross-currency swap agreement and annexes and schedules thereto (an **“Initial Swap Agreement”**) that is entered into on an arm’s length basis by the original purchaser of such Swapped Note (or any affiliate thereof) in connection with the purchase of such Swapped Note and relates to the scheduled payments by the Company of interest and principal on such Swapped Note, under which the purchaser of such Swapped Note is to receive payments from the counterparty thereunder in Dollars and which is more particularly described (i) on a schedule delivered to the Company prior to the applicable Closing or (ii) in a notice provided by such Purchaser to the Company prior to Closing (each a **“Swap Description”**), and, in the case of the immediately preceding clause (ii), the Company hereby agrees to promptly provide written acknowledgment to such Purchaser of such Swap Description prior to the applicable Closing, (y) any Initial Swap

Agreement that has been assumed (without any waiver, amendment, deletion or replacement of any material economic term or provision thereof) by a holder of a Swapped Note in connection with a transfer of such Swapped Note and (z) any Replacement Swap Agreement; and a **“Replacement Swap Agreement”** means, with respect to any Swapped Note, a cross-currency swap agreement and annexes and schedules thereto with payment terms and provisions (other than a reduction in notional amount, if applicable) identical to those of the Initial Swap Agreement with respect to such Swapped Note that is entered into on an arm’s length basis by the holder of such Swapped Note in full or partial replacement (by amendment, modification or otherwise) of such Initial Swap Agreement (or any subsequent Replacement Swap Agreement) in a notional amount not exceeding the outstanding principal amount of such Swapped Note following a non-scheduled partial prepayment or a partial repayment or purchase of such Swapped Note prior to its scheduled maturity. Any holder of a Swapped Note that enters into, assumes or terminates an Initial Swap Agreement or Replacement Swap Agreement shall within a reasonable period of time thereafter deliver to the Company (i) an updated schedule describing the confirmation, assumption or termination related thereto or (ii) a copy of the confirmation, assumption or termination related thereto.

**“Swap Agreement”** means, with respect to any Swapped Note, an Original Swap Agreement or a New Swap Agreement, as the case may be.

**“Swapped Note”** means any Note that as of the applicable Closing Date is subject to a Swap Agreement. A “Swapped Note” shall no longer be deemed a “Swapped Note” for so long as the related Swap Agreement ceases to be in force in respect thereof, unless, and until, a Replacement Swap Agreement or a New Swap Agreement is entered into with respect to such Note; *provided* that if there is any Note that is a Swapped Note outstanding as of the date on which either the Company has provided notice of prepayment or offer of prepayment of such Note pursuant to Section 8 or such Note has become or is declared to be immediately due and payable pursuant to Section 12.1, then such Note shall be deemed to be a Swapped Note until payment in full of the principal, interest and Make-Whole Amount (if any) and Swap Breakage Amount due with respect to such Note.

**“Swapped Note Applicable Percentage”** means 0.50% (50 basis points).

**“Swapped Note Called Notional Amount”** means, with respect to any Swapped Note Called Principal of any Swapped Note, the payment in Dollars due to the holder of such Swapped Note under the terms of the Swap Agreement to which such holder is a party, attributable to and in exchange for such Swapped Note Called Principal and assuming that such Swapped Note Called Principal is paid on its scheduled payment date, provided that if such Swap Agreement is not an Original Swap Agreement, then the “Swapped Note Called Notional Amount” in respect of such Swapped Note shall not exceed the amount in Dollars which would have been due to the holder of such Swapped Note under the terms of the Original Swap Agreement to which such holder was a party (or if such holder was never party to an Original Swap Agreement, then the last Original Swap Agreement to which the most recent predecessor in interest to such holder as a holder of such Swapped Note was a party), attributable to and in exchange for such Swapped Note Called Principal and assuming that such Swapped Note Called Principal is paid on its scheduled payment date.

**“Swapped Note Called Principal”** means, with respect to any Swapped Note, the principal of such Swapped Note that is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

**“Swapped Note Discounted Value”** means, with respect to the Swapped Note Called Notional Amount of any Swapped Note that is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires, the amount obtained by discounting all Swapped Note Remaining Scheduled Swap Payments corresponding to the Swapped Note Called Notional Amount of such Swapped Note from their respective scheduled due dates to the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on such Swapped Note is payable) equal to the Swapped Note Reinvestment Yield with respect to such Swapped Note Called Notional Amount.

**“Swapped Note Reinvestment Yield”** means, with respect to the Swapped Note Called Notional Amount of any Swapped Note, the sum of (i) the Swapped Note Applicable Percentage plus (ii) the yield to maturity implied by (i) the yields reported as of 10:00 A.M. (New York City time) on the second Business Day preceding the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount, on the display designated as “Page PX1” (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Swapped Note Remaining Average Life of such Swapped Note Called Notional Amount as of such Swapped Note Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for U.S. Treasury securities having a constant maturity equal to the Swapped Note Remaining Average Life of such Swapped Note Called Notional Amount as of such Swapped Note Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable U.S. Treasury security with the maturity closest to and greater than such Swapped Note Remaining Average Life and (2) the applicable U.S. Treasury security with the maturity closest to and less than such Swapped Note Remaining Average Life. The Swapped Note Reinvestment Yield will be rounded to that number of decimals as appears in the coupon for the applicable Swapped Note.

**“Swapped Note Remaining Average Life”** means, with respect to any Swapped Note Called Notional Amount, the number of years obtained by dividing (i) such Swapped Note Called Notional Amount into (ii) the sum of the products obtained by multiplying (a) the principal component of each Swapped Note Remaining Scheduled Swap Payment with respect to such Swapped Note Called Notional Amount by (b) the number of years (computed on the basis of a 360-day year of twelve thirty day months and calculated to two decimal places) that will elapse between the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount and the scheduled due date of such Swapped Note Remaining Scheduled Swap Payment.

**“Swapped Note Remaining Scheduled Swap Payments”** means, with respect to the Swapped Note Called Notional Amount relating to any Swapped Note, the payments due to the holder of such Swapped Note in Dollars under the terms of the Swap Agreement to which such holder is a party which correspond to all payments of the Swapped Note Called Principal of such Swapped Note corresponding to such Swapped Note Called Notional Amount and interest on such Swapped Note Called Principal (other than that portion of the payment due under such Swap Agreement corresponding to the interest accrued on the Swapped Note Called Principal to the Swapped Note Settlement Date) that would be due after the Swapped Note Settlement Date with respect to such Swapped Note Called Notional Amount assuming that no payment of such Swapped Note Called Principal is made prior to its originally scheduled payment date, provided that if such Swapped Note Settlement Date is not a date on which an interest payment is due to be made under the terms of such Swapped Note, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Swapped Note Settlement Date and required to be paid on such Swapped Note Settlement Date pursuant to Section 8.2, Section 8.7, Section 8.8 or Section 12.1.

**“Swapped Note Settlement Date”** means, with respect to the Swapped Note Called Principal of any Swapped Note, the date on which such Swapped Note Called Principal is to be prepaid pursuant to Section 8.2, Section 8.7 or Section 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

#### **8.7. Prepayment on a Change in Control.**

(a) The Company shall, promptly upon any Responsible Officer obtaining actual knowledge of the occurrence of a Change in Control, give written notice of such fact (the **“Company Notice”**) to all holders of the Notes. The Company Notice shall (i) describe the facts and circumstances of such Change in Control in reasonable detail, (ii) refer to this Section 8.7 and the rights of the holders hereunder and state that a Change in Control has occurred, (iii) contain an offer by the Company to prepay the entire unpaid principal amount of Notes held by each holder, together with interest thereon to the prepayment date selected by the Company with respect to each Note, plus the Make-Whole Amount and the Swap Breakage Amount with respect thereto, which prepayment shall be on a date specified in the Company Notice and which date shall be a Business Day not less than 30 days and not more than 45 days after such Company Notice is given, (iv) request each holder to notify the Company in writing by a stated date (the **“Change in Control Response Date”**), which date is not less than 30 days after such holder’s receipt of the Company Notice, of its acceptance or rejection of such prepayment offer and (v) be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such prepayment (calculated as if the date of such Company Notice were the date of the prepayment), setting forth the details of such computation. If a holder does not notify the Company as provided above, then the holder shall be deemed to have accepted such offer.

(b) Two Business Days prior to the prepayment date specified in the Company Notice, the Company shall deliver to each holder of Notes to be prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the prepayment date.

(c) On the prepayment date specified in the Company Notice, the entire unpaid principal amount of the Notes held by each holder of Notes who has accepted such prepayment offer (in accordance with paragraph (a) above), together with interest thereon to the prepayment date with respect to each such Note, the Make-Whole Amount and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount with respect thereto shall become due and payable.

#### **8.8. Prepayment in Connection with a Disposition.**

(a) If the Company elects to prepay the Notes pursuant to Section 10.7 in connection with any Disposition, the Company shall give written notice of such prepayment (a “**Disposition Prepayment Notice**”) to each holder of a Note, which Disposition Prepayment Notice shall (i) describe the facts and circumstances of such Disposition in reasonable detail, (ii) refer to this Section 8.8 and the rights of the holders of Notes hereunder, (iii) identify a date, which shall be no more than 60 days and not less than 5 Business Days after the date of the Disposition Prepayment Notice, on which the Company shall prepay the Pro Rata Portion of the unpaid principal amount of the Notes issued by the Company and held by such holder, together with interest thereon to the prepayment date, Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount (showing in such Disposition Prepayment Notice the amount of the prepayment, the interest and an estimate of the Make-Whole Amount which would be paid on such prepayment date (calculated as if the date of such Disposition Prepayment Notice was the date of prepayment)).

(b) On the prepayment date specified in the Disposition Prepayment Notice, the appropriate portion of unpaid principal amount of the Notes held by each holder of a Note, together with the accrued and unpaid interest thereon to the prepayment date, the Make-Whole Amount, if any, and, if due and payable pursuant to Section 8.9, the Swap Breakage Amount shall become due and payable.

#### **8.9. Swap Breakage.**

(a) If any Swapped Note is prepaid pursuant to Section 8.2, 8.7 or 8.8 or has become or is declared to be immediately due and payable pursuant to Section 12.1 (each a “**Swap Unwind Event**”), then upon any such Swap Unwind Event (i) any resulting Swap Breakage Loss in connection therewith shall be reimbursed to the holder of such Swapped Note by the Company in Dollars no later than five Business Days after the date such holder has delivered the Swap Breakage Amount Notice with respect to such Swap Unwind Event and (ii) any resulting Swap Breakage Gain in connection therewith shall be forwarded to the Company by the holder of such Swapped Note in Dollars no later than five Business Days after the date such holder

shall have received payment in full of the principal, interest and Make-Whole Amount (if any) due hereunder with respect to such Swap Unwind Event. Each holder of a Swapped Note shall be responsible for calculating its own Swap Breakage Amount in Dollars in connection with any Swap Unwind Event, and such calculations shall within a reasonable period of time thereafter be reported to the Company in writing and in reasonable detail (the “**Swap Breakage Amount Notice**”) and shall be binding on the Company absent demonstrable error.

(b) As used in this Section 8.9, “**Swap Breakage Amount**” means, with respect to the Swap Agreement associated with any Swapped Note, the amount that is received (in which case the Swap Breakage Amount shall be referred to as the “**Swap Breakage Gain**”) or paid (in which case the Swap Breakage Amount shall be referred to as the “**Swap Breakage Loss**”) by the holder of such Swapped Note in connection with a termination or amendment of its Swap Agreement resulting from a Swap Unwind Event, where:

(i) such Swap Breakage Amount shall be calculated upon the inclusion of an accelerated exchange and payment of principal amounts and associated accrued and unpaid interest, whereby in connection with and incorporated into the termination or amendment of the Swap Agreement and determination of the Swap Breakage Amount, all remaining associated principal payments otherwise scheduled through the natural duration of the Swap Agreement and associated accrued and unpaid interest shall be accelerated and made (in their respective applicable currencies) at the time of the settlement of such termination or amendment (or, in the case of a Swap Unwind Event resulting from a Swapped Note becoming or being declared to be immediately due and payable pursuant to Section 12.1, as if such remaining associated principal payments and associated accrued and unpaid interest had been accelerated and made at the time of the settlement of such termination); and

(ii) the holder of such Swapped Note shall determine such Swap Breakage Amount in good faith and in a commercially reasonable manner in accordance with customary practices for calculating such amounts under the ISDA 1992 Multi-Currency Cross Border Master Agreement or ISDA 2002 Master Agreement, as applicable (the “**ISDA Master Agreement**”) pursuant to which such holder entered into such Swap Agreement and assuming for the purpose of such calculation that there are no transactions outstanding under such ISDA Master Agreement other than such Swap Agreement,

*provided, however*, that if such holder (or its predecessor-in-interest with respect to such Swapped Note) was, but is not at the time, a party to an Original Swap Agreement but is a party to a New Swap Agreement, then the Swap Breakage Amount shall mean the *lesser of* (x) the Swap Breakage Amount that would have been received or paid by the holder of such Swapped Note under the terms of the Original Swap Agreement (if any) in respect of such Swapped Note to which such holder (or any affiliate thereof) was a party (or if such holder was never a party to an Original Swap Agreement, then the last Original Swap Agreement to which the most recent

predecessor in interest to such holder as a holder of a Swapped Note was a party) and (y) the Swap Breakage Amount actually received or paid by the holder of such Swapped Note under the terms of the New Swap Agreement to which such holder (or any affiliate thereof) is a party.

## **9. AFFIRMATIVE COVENANTS.**

The Company covenants that during the Issuance Period and so long thereafter as any of the Notes are outstanding:

### **9.1. Compliance with Law.**

Without limiting Section 10.4, the Company will, and will cause each of its Subsidiaries to, comply with all laws, ordinances or governmental rules or regulations of any Governmental Authority to which each of them is subject, including, without limitation, ERISA, the USA Patriot Act and Environmental Laws, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses, in each case to the extent necessary to ensure that non-compliance with such laws, ordinances or governmental rules or regulations or failures to obtain or maintain in effect such licenses, certificates, permits, franchises and other governmental authorizations could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

### **9.2. Insurance.**

The Company will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities engaged in the same or a similar business and similarly situated.

### **9.3. Maintenance of Properties.**

The Company will, and will cause each of its Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties necessary in the operation of their business in good repair, working order and condition (other than ordinary wear and tear), provided that this Section shall not prevent the Company or any Subsidiary from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and such discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

### **9.4. Payment of Taxes and Claims.**

The Company will, and will cause each of its Subsidiaries to, file all tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges or levies imposed on them or any of their properties, assets, income or franchises, to the extent the same have become due and

payable and before they have become delinquent and all claims for which sums have become due and payable which, if unpaid, would by law (without satisfaction of any other conditions) become a Lien on properties or assets of the Company or any Subsidiary (other than Liens permitted under Section 10.5), provided that neither the Company nor any Subsidiary need pay any such tax, assessment, charge or levy if (i) the amount, applicability or validity thereof is contested by the Company or such Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Subsidiary or (ii) the nonpayment of all such taxes, assessments, charges and levies in the aggregate could not reasonably be expected to have a Material Adverse Effect.

#### **9.5. Corporate Existence, Etc.**

Subject to Section 10.2, the Company will at all times preserve and keep in full force and effect its corporate existence. Subject to Sections 10.2 and 10.7, the Company will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless merged into the Company or a Wholly-Owned Subsidiary) and all rights and franchises of the Company and its Subsidiaries unless the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise could not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

#### **9.6. Books and Records.**

The Company will, and will cause each of its Subsidiaries to, maintain, in all material respects, proper books of record and account in conformity with GAAP and all material applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over the Company or such Subsidiary, as the case may be.

#### **9.7. Priority of Obligations.**

The Company will ensure that its payment obligations under this Agreement and the Notes will at all times rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Company.

#### **9.8. Subsidiary Guarantees.**

(a) The Company shall promptly cause each Additional Subsidiary Guarantor to execute and deliver a Subsidiary Guarantee substantially in the form of Exhibit 9.8 hereto (with such modifications as may be required to reflect the legal requirements of the jurisdiction of incorporation of the relevant Subsidiary, including any modifications necessary to make the obligations of such guarantee agreement *pari passu* with the other unsecured and unsubordinated Indebtedness of such Subsidiary) or otherwise in form and substance reasonably satisfactory to the Required Holders.

(b) The Company may, from time to time at its discretion and upon written notice from the Company to the holders of Notes, cause any of its Subsidiaries which are not otherwise Subsidiary Guarantors pursuant to Section 9.8(a) to enter into a Subsidiary Guarantee substantially in the form of Exhibit 9.8 hereto (with such modifications as may be required to

reflect the legal requirements of the jurisdiction of incorporation of the relevant Subsidiary, including any modifications necessary to make the obligations of such guarantee agreement *pari passu* with the other unsecured and unsubordinated Indebtedness of such Subsidiary) or otherwise in form and substance reasonably satisfactory to the Required Holders (an “**Optional Subsidiary Guarantee**”). A Subsidiary that enters into an Optional Subsidiary Guarantee shall be referred to as an “**Optional Subsidiary Guarantor**”.

(c) The delivery of a Subsidiary Guarantee by any Subsidiary Guarantor shall be accompanied by the following:

- (i) an Officer’s Certificate from such Subsidiary Guarantor confirming that (A) the representations and warranties of such Subsidiary Guarantor contained in such Subsidiary Guarantee are true and correct in all material respects, and (B) the guarantee provided under the Subsidiary Guarantee would not cause any borrowing, guaranteeing or similar limit binding on the Subsidiary Guarantor to be exceeded;
- (ii) copies of the articles of association or certificate or articles of incorporation, and all other constitutive documents, of such Subsidiary Guarantor, resolutions of the board of directors (and, where applicable, the shareholders) of such Subsidiary Guarantor authorizing its execution and delivery of such Subsidiary Guarantee and the transactions contemplated thereby, and specimen signatures of authorized officers of such Subsidiary Guarantor (in each case, certified as correct and complete copies by the secretary or an assistant secretary (or an equivalent officer) of such Subsidiary Guarantor); and
- (iii) a legal opinion, reasonably satisfactory in form, scope and substance to the Required Holders, of independent legal counsel to the effect that, subject to customary qualifications and assumptions, (1) such Subsidiary Guarantor is duly and validly organized and existing under the laws of its jurisdiction of organization and (if applicable in such jurisdiction) is in good standing, (2) such Subsidiary Guarantee has been duly authorized, executed and delivered by such Subsidiary Guarantor, and (3) such Subsidiary Guarantee is enforceable in accordance with its terms.

An original executed counterpart of each such Subsidiary Guarantee shall be delivered to each holder of Notes promptly after the execution thereof.

(d) In the event that an Additional Subsidiary Guarantor at any time ceases to guarantee the obligations of the Company or other Group members under any Principal Credit Facility and is no longer a borrower or other obligor under any Principal Credit Facility, the Company may upon written notice to the holders of the Notes referring to this Section 9.8(d), which notices shall be accompanied by an Officer’s Certificate certifying as to the matters set forth in clauses (i) and (ii) below, terminate the Subsidiary Guarantee issued by such Additional Subsidiary Guarantor with effect from the date of such notice so long as (i) no Default or Event of Default shall have occurred and then be continuing or shall result therefrom (including, without limitation, an Event of Default arising from a breach of Section 10.6 following the termination of such Subsidiary Guarantee), and (ii) no payment by such Subsidiary Guarantor is due under such Subsidiary Guarantor’s Subsidiary Guarantee.

(e) The Company may further, from time to time at its sole discretion and upon written notice to the holders of the Notes referring to this Section 9.8(e), which shall be accompanied by an Officer's Certificate certifying as to the matters set forth in sub-paragraphs (i) and (ii) below, terminate an Optional Subsidiary Guarantee issued by an Optional Subsidiary Guarantor with effect from the date of such notice so long as (i) no Default or Event of Default shall have occurred and then be continuing or shall result therefrom (including, without limitation, an Event of Default arising from a breach of Section 10.6 following the termination of such Optional Subsidiary Guarantee) and (ii) no payment by such Optional Subsidiary Guarantor is due under such Optional Subsidiary Guarantor's Optional Subsidiary Guarantee.

## **10. NEGATIVE COVENANTS.**

The Company covenants that during the Issuance Period and so long thereafter as any of the Notes are outstanding:

### **10.1. Transactions with Affiliates.**

The Company will not, and will not permit any Subsidiary to, enter into directly or indirectly any transaction or group of related transactions (including, without limitation, the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate of the Company, other than for compensation and upon fair and reasonable terms with Affiliates in transactions that are otherwise permitted hereunder no less favorable to the Company or such Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate, provided, the foregoing restriction shall not apply to (a) any transaction between the Company and any of its Subsidiaries or between any of its Subsidiaries, (b) reasonable and customary fees paid to members of the Boards of Directors of the Company and its Subsidiaries, (c) transactions effected as part of a Receivables Transaction, (d) compensation arrangements of officers and other employees of the Company and its Subsidiaries entered into in the ordinary course of business, (e) those transactions existing on the date of this Agreement and set forth on Schedule 10.1 or (f) transactions or entry into agreements between the Company and/or its Subsidiaries and Spinco and/or its Subsidiaries in contemplation of or to effectuate the Spin Off.

### **10.2. Merger, Consolidation, Etc.**

(a) Except as might otherwise be permitted under Section 10.7, Section 10.2(b)(v) or Section 10.2(b)(vi), the Company will not consolidate with or merge with any other Person or convey, transfer or lease all or substantially all of its assets in a single transaction or series of transactions to any Person unless:

- (i) the successor formed by such consolidation or the survivor of such merger or the Person that acquires by conveyance, transfer or lease all or substantially all of the assets of the Company as an entirety, as the case may be, shall be a solvent corporation or limited liability company

organized and existing under the laws of the United States or any State thereof (including the District of Columbia), and, if the Company is not such corporation or limited liability company, (x) such corporation or limited liability company shall have executed and delivered to each holder of any Notes its assumption of the due and punctual performance and observance of each covenant and condition of this Agreement and the Notes and (y) such corporation or limited liability company shall have caused to be delivered to each holder of any Notes an opinion of nationally recognized independent counsel, or other independent counsel reasonably satisfactory to the Required Holders, to the effect that all agreements or instruments effecting such assumption are enforceable in accordance with their terms and comply with the terms hereof; and

- (ii) immediately before and immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

No such conveyance, transfer or lease of substantially all of the assets of the Company shall have the effect of releasing the Company or any successor corporation or limited liability company that shall theretofore have become such in the manner prescribed in this Section 10.2(a) from its liability under this Agreement or the Notes.

(b) Except as might otherwise be permitted under Section 10.7, the Company will not permit any Subsidiary to liquidate, wind up or dissolve (or suffer any liquidation or dissolution), or merge, consolidate with or into, or convey, transfer, lease, sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

- (i) any Subsidiary may merge with (x) the Company, provided that the Company shall be the continuing or surviving Person, or (y) any one or more Subsidiaries, provided that (A) when any Wholly-Owned Subsidiary is merging with another Subsidiary, such Wholly-Owned Subsidiary shall be the continuing or surviving Person, (B) when any Foreign Subsidiary is merging with a Domestic Subsidiary, such Domestic Subsidiary shall be the continuing or surviving Person and (C) when any Subsidiary is merging with a Subsidiary Guarantor, such Subsidiary Guarantor shall be the continuing or surviving Person;
- (ii) (x) any Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise), to the Company or to a Domestic Subsidiary; provided that if the transferor in such a transaction is a Wholly-Owned Subsidiary, then the transferee must also be a Wholly-Owned Subsidiary; and (y) any Foreign Subsidiary may sell, transfer, contribute, convey or otherwise dispose of all of its assets (upon voluntary liquidation or otherwise), to any other Foreign Subsidiary;

- (iii) any Subsidiary formed solely for the purpose of effecting an acquisition may be merged or consolidated with any other Person; provided that the continuing or surviving corporation of such merger or consolidation shall be a Subsidiary;
- (iv) “inactive” or “shell” Subsidiaries (i.e., a Person that is not engaged in any business and that has total assets of \$2,000,000 or less) may be dissolved or otherwise liquidated, provided that (x) all of the assets and properties of any such Subsidiaries are transferred to the Company or another Subsidiary upon dissolution or liquidation and (y) the aggregate total assets of all Subsidiaries permitted to be dissolved or otherwise liquidated under this clause (iv) shall not exceed \$40,000,000;
- (v) the Company or any Subsidiary may contribute, distribute or otherwise transfer (in one or more transactions) all or any portion of the Animal Health Business to Spinco or to its Subsidiaries;
- (vi) the Company or any Subsidiary may effectuate the Spin Off; and
- (vii) Spinco may pay one or more dividends to the Company in connection with the Spin Off.

**10.3. Line of Business.**

The Company will not, and will not permit any Subsidiary to, engage in any business if, as a result, the general nature of the business in which the Company and its Subsidiaries, taken as a whole, would then be engaged would be substantially changed from the general nature of the business in which the Company and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement.

**10.4. Terrorism Sanctions Regulations.**

The Company will not, and will not permit any Subsidiary to, (a) become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person or (b) directly or, to the knowledge of the Company after due inquiry, indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Notes) with any Person if such investment, dealing or transaction (i) would cause any holder or any affiliate of such holder to be in violation of, or subject to sanctions under, any U.S. Economic Sanctions Laws applicable to such holder, or (ii) is prohibited by or subject to sanctions under any applicable U.S. Economic Sanctions Laws.

**10.5. Liens.**

The Company will not, and will not permit any Subsidiary to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Company or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges or deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security legislation and deposits made in the ordinary course of business securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade or government contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, building, zoning and other similar encumbrances or restrictions, utility agreements, covenants, reservations and encroachments and other similar encumbrances, or leases or subleases, incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not, in the aggregate, materially detract from the value of the properties of the Company and its Subsidiaries, taken as a whole, or materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries, taken as a whole;

(f) Liens securing Indebtedness in respect of Capital Leases and purchase money obligations for fixed or capital assets; provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the principal amount of the Indebtedness secured thereby does not exceed the fair market value of the property being acquired on the date of acquisition and (iii) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, an acquisition;

(g) Liens on the assets of Receivable Subsidiaries created pursuant to any Receivables Transaction permitted pursuant to Section 10.6(a);

(h) Liens securing the obligations of the Company under this Agreement and the Notes and/or the obligations of any Subsidiary Guarantor under its Subsidiary Guarantee;

(i) Liens granted by any Subsidiary in favor of the Company;

(j) judgment Liens securing judgments and other court proceedings not constituting an Event of Default under Section 11(i);

(k) any Lien on any property of the Company or any Subsidiary existing on the Restatement Date and set forth on Schedule 10.5 or any extension, renewal or refinancing thereof; provided that (i) such Lien shall not apply to any other property or asset of the Company or any Subsidiary, (ii) such Lien shall secure only those obligations which it secures as of the date hereof and (iii) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(l) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary or any extension, renewal or refinancing thereof; 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 or assets of the Company or any Subsidiary, (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 (iv) in the case of any extension, renewal or refinancing thereof, (x) there is no increase in the obligations so secured and (y) such Lien does not secure additional assets not subject to the Lien then being extended or renewed;

(m) Liens arising from precautionary UCC financing statements regarding operating leases or consignments;

(n) Liens which secure obligations or Indebtedness of the Company or any of its Subsidiaries under or in connection with (i) the Principal Credit Facility or (ii) a private shelf agreement or note purchase agreement (however designated or styled), including without limitation, the New York Life Master Note Facility and the Prudential Shelf Agreement; *provided, that* the Notes and the Company's obligations under this Agreement and any Subsidiary Guarantor's obligations under its Subsidiary Guarantee are also concurrently equally and ratably secured pursuant to documentation in form and substance reasonably satisfactory to the Required Holders (including, but not limited to, documentation such as security agreements and other necessary or desirable collateral agreements, an intercreditor agreement and opinions of independent legal counsel);

(o) Liens (not otherwise permitted hereunder) which secure obligations or Indebtedness of the Company or any of its Subsidiaries; provided that any obligation or Indebtedness secured pursuant to this Section 10.5(o) shall not at the most recent date on which any such obligation or Indebtedness was incurred exceed the greater of (x) \$400,000,000 or (y) 10% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; provided further that neither the Company nor any of its Subsidiaries

will secure any amounts owed or outstanding under the Principal Credit Facility or any private shelf agreement or note purchase agreement (however designated or styled), including without limitation, the New York Life Master Note Facility and the Prudential Shelf Agreement, pursuant to this clause (o);

(p) Liens granted by any Subsidiary of the Company that are contractual rights of set-off or netting arrangements relating to pooled deposit or sweep accounts of such Subsidiary to permit satisfaction of overdraft or similar obligations (including with respect to netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements) incurred in the ordinary course of business of such Subsidiary; or

(q) Liens securing Indebtedness permitted by Section 10.6(b)(ix); provided that such Liens shall extend solely to the property, assets and revenues of Spinco and its Subsidiaries.

**10.6. Indebtedness.**

The Company will not, and will not permit any Subsidiary to, create, issue, incur, assume, become liable in respect of or suffer to exist:

(a) any Indebtedness pursuant to any Receivables Transaction, except for Indebtedness pursuant to a Receivables Transaction that is (i) nonrecourse with respect to the Company and its Subsidiaries (other than any Receivables Subsidiary and to any Equity Interests of such Receivables Subsidiary (and the proceeds thereof)) and (ii) in an aggregate principal amount at the most recent date on which any such Indebtedness is incurred not exceeding 15% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date; or

(b) any Indebtedness of any of the Subsidiaries other than:

- (i) Indebtedness of any Receivables Subsidiary pursuant to any Receivables Transaction permitted under Section 10.6(a);
- (ii) any Indebtedness of any Subsidiary existing on the Restatement Date and set forth on Schedule 10.6 and any refinancing thereof; provided that the then outstanding principal amount thereof is not increased and the weighted average maturity thereof is not decreased;
- (iii) any Indebtedness of any Subsidiary which is a Subsidiary Guarantor, so long as such Subsidiary has complied with the requirements of Section 9.8 in respect of its Subsidiary Guarantee;
- (iv) any Indebtedness of any Subsidiary owed to the Company or any other Subsidiary; provided that any such Indebtedness of a Subsidiary Guarantor shall only be permitted pursuant to this Section 10.6(b)(iv) to the extent owed to the Company or another Subsidiary Guarantor;

- (v) any Indebtedness arising in respect of Capital Leases or purchase money obligations incurred in accordance with Section 10.5(f);
- (vi) any other Indebtedness of Subsidiaries; provided that such Indebtedness shall not at the most recent date on which any such Indebtedness was incurred exceed the greater of (x) \$600,000,000 or (y) 10% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company immediately on or prior to such incurrence date;
- (vii) Indebtedness of any Subsidiary of the Company in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts in the ordinary course of business;
- (viii) any Guarantee Obligation of the Company in respect of Indebtedness incurred by any Subsidiary under clause (vii) hereof up to an aggregate principal amount not to exceed \$300,000,000 at any time outstanding; and
- (ix) any Indebtedness incurred by Spinco or its Subsidiaries, provided that (w) such Indebtedness is incurred in contemplation of the consummation of the Spin Off (whether substantially simultaneously with, or in the reasonable judgment of the Company, within a reasonable time period prior to the Spin Off) or following the Spin Off and the proceeds of which are used, among other things, for the purpose of making dividends to the Company, (x) such Indebtedness is not guaranteed, directly or indirectly, by the Company or any of its Subsidiaries (other than Spinco and its Subsidiaries), (y) such Indebtedness shall be promptly repaid in the event that a Spin Off Termination occurs and (z) no Default or Event of Default shall have occurred and be continuing.

#### **10.7. Dispositions**

The Company will not, and will not permit any Subsidiary to, make any Disposition or enter into any agreement to make any Disposition, except:

- (a) Dispositions of obsolete, out-moded or worn-out property, whether now owned or hereafter acquired, in the ordinary course of business;
- (b) Dispositions of inventory and cash equivalents in the ordinary course of business;

(c) Dispositions of property by any Subsidiary to the Company or to any other Subsidiary; provided that any such Disposition by a Subsidiary Guarantor shall only be permitted pursuant to this Section 10.7(c) to the extent made to another Subsidiary Guarantor;

(d) Dispositions of Receivables pursuant to Receivables Transactions permitted under subsection 10.6(a);

(e) the nonexclusive license of intellectual property of the Company or any of its Subsidiaries to third parties in the ordinary course of business;

(f) without limitation to clause (a), the Company and its Subsidiaries may sell or exchange specific items of machinery or equipment, so long as the proceeds of each such sale or exchange are used (or contractually committed to be used) to acquire (and result within one year of such sale or exchange in the acquisition of) replacement items of machinery or equipment of reasonably equivalent Fair Market Value; and

(g) other Dispositions where:

- (i) in the good faith opinion of the Company, the Disposition is an exchange for consideration having a Fair Market Value at least equal to that of the property Disposed of and is in the best interest of the Company or the applicable Subsidiary, as the case may be;
- (ii) immediately after giving effect to such Disposition, no Event of Default would exist; and
- (iii) immediately after giving effect to such Disposition, the Disposition Value of all property that was the subject thereof in any four fiscal quarter period of the Company plus the Fair Market Value of any other property Disposed of during such four quarter period does not equal or exceed 20% of Consolidated Total Assets as of the last day of the then most recently ended fiscal quarter of the Company;

provided that for purposes of clause (g)(iii) above there shall be excluded from any determination of the Fair Market Value or consideration receivable of property or assets disposed of in a Disposition if and to the extent that an amount equal to the net proceeds realized upon such Disposition are within 90 days after the consummation of such Disposition, applied by the Company to prepay or repay Indebtedness that ranks at least pari passu with the Notes or the Subsidiary Guarantees (other than Indebtedness owing to the Company, any Subsidiary or any Affiliate of the Company) so long as in connection with any such payment or prepayment of such Indebtedness, the Company shall, on or before the date of such payment or prepayment, prepay a Pro Rata Portion of each Note then outstanding as provided in Section 8.8; and

(h) the Dispositions of the Company or any Subsidiary to effectuate the Spin Off.

### 10.8. ERISA.

The Company will not, and will not permit any Subsidiary to, engage in a transaction which could be subject to Section 4069 or 4212(c) of ERISA, or permit any Plan to:

- (a) engage in any non-exempt “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code);
- (b) fail to comply with ERISA or any other applicable Laws; or
- (c) incur any material “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA),

which, with respect to any event listed above, could reasonably be expected to have a Material Adverse Effect.

### 10.9. Financial Covenants.

The Company will not permit the Consolidated Leverage Ratio to exceed 3.25 to 1.0 for the four fiscal quarters of the Company then last ended (in each case taken as one accounting period) as of the last day of each fiscal quarter; provided that, to the extent the Company consummates an acquisition permitted by this Agreement for aggregate cash consideration exceeding \$150,000,000 (each, a “**Material Acquisition**”), the Company may elect, upon written notice to MetLife and each holder of a Note that is an Institutional Investor, which notice shall be provided no later than the last Business Day of the fiscal quarter in which the relevant Material Acquisition is consummated, to increase the maximum Consolidated Leverage Ratio permitted by this Section 10.9 to 3.75 to 1.0 for the fiscal quarter in which such Material Acquisition is consummated and the three consecutive fiscal quarters of the Company following such Material Acquisition (each, a “**Four Quarter Period**”) (retroactive to the first day of such Four Quarter Period), and the interest rate applicable to the Notes shall increase by 0.50% during the period from (and retroactive to) the first day of such Four Quarter Period until the earlier of (i) the last day of such fiscal quarter at the end of which the Consolidated Leverage Ratio for the four fiscal quarters of the Company then ended did not exceed 3.25 to 1.0 (retroactive to such date) and (ii) the last day of such Four Quarter Period (each, a “**Covenant Reset Date**”) (such increase, the “**Acquisition Spike**”); provided further that, the maximum Consolidated Leverage Ratio may be increased to 3.75 to 1.0 for a Four Quarter Period in connection with a Material Acquisition no more than three times after the Original Closing Date. For the avoidance of doubt, the Consolidated Leverage Ratio may not exceed 3.25 to 1.0 for the four fiscal quarters of the Company then last ended (in each case taken as one accounting period) as of the last day of each fiscal quarter that ends after a Covenant Reset Date during a Four Quarter Period. If the Consolidated Leverage Ratio is increased for a Four Quarter Period pursuant to the preceding sentence, no corresponding increase in the Consolidated Leverage Ratio with respect to a subsequent Material Acquisition may occur until the completion of at least one full fiscal quarter following the last day of such Four Quarter Period.

#### 10.10. Covenants Relating to the Spin Off.

(a) The Company shall (i) promptly notify MetLife and each holder of Notes that is an Institutional Investor of the public filing of all material transaction documents (including any filings on Form S-1, Form S-11, Form 10 or Form 11 (or any such equivalent form)) relating to the Spin Off and (ii) upon consummation of the Spin Off, shall deliver to MetLife and each holder of Notes an officer's certificate certifying as to (i) the accuracy of the representations and warranties set forth in Section 5 (except with respect to Section 5.8, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to MetLife and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date of such officer's certificate) and (B) the absence of any Default or Event of Default.

(b) The Company will not, and will not permit any of its Subsidiaries (other than Subsidiaries of Spinco) to, contribute to Spinco or any of its Subsidiaries any assets (including cash) other than as contemplated by the Spinco Contribution and Distribution Agreement.

(c) The Company will not, and will not permit any of its Subsidiaries to, amend or otherwise modify the Spinco Contribution and Distribution Agreement in any material respect without the prior written consent of the Required Holders, except for amendments or modifications that are not materially adverse to the holders of the Notes or that could not reasonably be expected to result in a Material Adverse Effect.

#### 11. EVENTS OF DEFAULT.

An "Event of Default" shall exist if any of the following conditions or events shall occur and be continuing:

(a) the Company defaults in the payment of any principal, Make-Whole Amount or Swap Breakage Amount, if any, on any Note when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration or otherwise; or

(b) the Company defaults in the payment of any interest on any Note for more than five Business Days after the same becomes due and payable; or

(c) the Company defaults in the performance of or compliance with any term contained in Section 7.1(d), (e), (g) or (h), Section 9.8 or Section 10; or

(d) (i) the Company shall default in the observance or performance of any covenant contained in Section 7.1(a) or (b), and such default shall continue unremedied for a period of 10 days; or (ii) the Company shall default in the observance or performance of any other agreement contained in this Agreement or the Notes (other than as provided above in this Section 11), and such default described in this clause (d)(ii) shall continue unremedied for a period of 30 days; provided that if any such default covered by this clause (d)(ii), (x) is not capable of being remedied within such 30-day period, (y) is capable of being remedied within an additional 30-day period,

and (z) the Company is diligently pursuing such remedy during the period contemplated by (x) and (y) and has advised the holders of Notes as to the remedy thereof, the first 30-day period referred to in this clause (d)(ii) shall be extended for an additional 30-day period but only so long as (A) the Company continues to diligently pursue such remedy, (B) such default remains capable of being remedied within such period and (C) any such extension could not reasonably be expected to have a Material Adverse Effect; or

(e) any representation or warranty made in writing by the Company or by any officer of the Company in this Agreement or in any writing delivered pursuant to this Agreement proves to have been false or incorrect in any material respect on the date as of which made; or

(f) (i) the Company or any Subsidiary is in default (as principal or as guarantor or other surety) in the payment of any principal of or premium or make-whole amount or interest on any Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) that is outstanding in an aggregate principal amount of at least \$200,000,000 beyond any period of grace provided with respect thereto, or (ii) the Company or any Subsidiary is in default in the performance of or compliance with any term of any evidence of any Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) in an aggregate outstanding principal amount of at least \$200,000,000 or of any mortgage, indenture or other agreement relating thereto or any other condition exists, and as a consequence of such default or condition such Indebtedness has become, or has been declared (or one or more Persons are entitled to declare such Indebtedness to be), due and payable before its stated maturity or before its regularly scheduled dates of payment, or (iii) as a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Indebtedness to convert such Indebtedness into equity interests), (x) the Company or any Subsidiary has become obligated to purchase or repay Indebtedness (other than Indebtedness permitted under Section 10.6(b)(viii)) before its regular maturity or before its regularly scheduled dates of payment in an aggregate outstanding principal amount of at least \$200,000,000, or (y) one or more Persons have the right to require the Company or any Subsidiary so to purchase or repay such Indebtedness; or

(g) the Company or any Significant Subsidiary (i) is generally not paying, or admits in writing its inability to pay, its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy, insolvency, reorganization, moratorium or other similar law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, (v) is adjudicated as insolvent or to be liquidated, or (vi) takes corporate action for the purpose of any of the foregoing; or

(h) a court or Governmental Authority of competent jurisdiction enters an order appointing, without consent by the Company or any of its Significant Subsidiaries, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Company or any of its Significant Subsidiaries, or any such petition shall be filed against the Company or any of its Significant Subsidiaries and such petition shall not be dismissed within 60 days (provided that if at any time after the date of this Agreement the Principal Credit Facility provides for a time period greater than 60 days but less than or equal to 120 days, then such time period therein shall be deemed incorporated herein); or

(i) a final judgment or judgments (to the extent not covered by insurance where insurance coverage has been acknowledged) for the payment of money aggregating in excess of \$200,000,000 are rendered against one or more of the Company and its Subsidiaries and which judgments are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay (provided that if at any time after the date of this Agreement the Principal Credit Facility provides for a time period greater than 60 days but less than or equal to 120 days, then such time period therein shall be deemed incorporated herein); or

(j) if (i) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is sought or granted under section 412 of the Code, (ii) a notice of intent to terminate any Plan shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified the Company or any ERISA Affiliate that a Plan may become a subject of any such proceedings, (iii) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, shall exceed the aggregate permitted amount specified in any event of default relating to ERISA or other similar laws or regulations concerning benefit plans contained in the Principal Credit Facility, (iv) the Company or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, or (v) the Company or any Subsidiary establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of the Company or any Subsidiary thereunder; and any such event or events described in clauses (i) through (v) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect; or

(k) (i) any default shall occur under any Subsidiary Guarantee or any Subsidiary Guarantee shall cease to be in full force and effect for any reason whatsoever (except as otherwise permitted hereunder and under such Subsidiary Guarantee), including, without limitation, a determination by any Governmental

Authority that such Subsidiary Guarantee is invalid, void or unenforceable or (ii) the Company or any Subsidiary Guarantor shall contest or deny in writing the validity or enforceability of any Subsidiary Guarantor's obligations under its Subsidiary Guarantee.

As used in Section 11(j), the terms "employee benefit plan" and "employee welfare benefit plan" shall have the respective meanings assigned to such terms in section 3 of ERISA.

## **12. REMEDIES ON DEFAULT, ETC.**

### **12.1. Acceleration.**

(a) If an Event of Default with respect to the Company described in Section 11(g) or (h) (other than an Event of Default described in clause (i) of Section 11(g) or described in clause (vi) of Section 11(g) by virtue of the fact that such clause encompasses clause (i) of Section 11(g)) has occurred, all the Notes then outstanding shall automatically become immediately due and payable.

(b) If any other Event of Default has occurred and is continuing, the Required Holders may at any time at their option, by notice or notices to the Company, declare all the Notes then outstanding to be immediately due and payable.

(c) If any Event of Default described in Section 11(a) or (b) has occurred and is continuing, any holder or holders of Notes at the time outstanding affected by such Event of Default may at any time, at its or their option, by notice or notices to the Company, declare all the Notes held by it or them to be immediately due and payable.

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (x) all accrued and unpaid interest thereon (including, without limitation, interest accrued thereon at the Default Rate) and (y) the Make-Whole Amount and Swap Breakage Amount, if any, determined in respect of such principal amount (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount and Swap Breakage Amount by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

### **12.2. Other Remedies.**

If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

### **12.3. Rescission.**

At any time after any Notes have been declared due and payable pursuant to Section 12.1(b) or (c), the Required Holders, by written notice to the Company, may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of, Make-Whole Amount and Swap Breakage Amount, if any, on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal, Make-Whole Amount and Swap Breakage Amount, if any, and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) neither the Company nor any other Person shall have paid any amounts that have become due solely by reason of such declaration, (c) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (d) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

### **12.4. No Waivers or Election of Remedies, Expenses, Etc.**

No course of dealing and no delay on the part of any holder of any Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise. Without limiting the obligations of the Company under Section 15, the Company will pay to the holder of each Note on demand such further amount as shall be sufficient to cover all costs and expenses of such holder incurred in any enforcement or collection under this Section 12, including, without limitation, reasonable attorneys' fees, expenses and disbursements.

## **13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.**

### **13.1. Registration of Notes.**

The Company shall keep at its principal executive office a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any holder of a Note that is an Institutional Investor promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes.

### 13.2. Transfer and Exchange of Notes.

Upon surrender of any Note to the Company at the address and to the attention of the designated officer (all as specified in Section 18) for registration of transfer or exchange (and in the case of a surrender for registration of transfer accompanied by a written instrument of transfer duly executed by the registered holder of such Note or such holder's attorney duly authorized in writing and accompanied by the relevant name, address and other details for notices of each transferee of such Note or part thereof) within ten Business Days thereafter the Company shall execute and deliver, at the Company's expense (except as provided below), one or more new Notes (as requested by the holder thereof) of the same Series as such surrendered Note in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Exhibit 1.3(a), in the case of a Series 2017-A Note, Exhibit 1.3(b), in the case of a Series 2018-A Note, or Exhibit 1.4, in the case of a Shelf Note. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than \$100,000, in the case of Notes denominated in Dollars, €100,000, in the case of Notes denominated in Euros, £100,000, in the case of Notes denominated in British Pounds, or A\$100,000, in the case of Notes denominated in Australian Dollars; *provided* that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a denomination of less than \$100,000, €100,000, £100,000 or A\$100,000, respectively. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representation set forth in Section 6.2.

### 13.3. Replacement of Notes.

Upon receipt by the Company at the address and to the attention of the designated officer (all as specified in Section 18(iii)) of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note (which evidence shall be, in the case of an Institutional Investor, notice from such Institutional Investor of such ownership and such loss, theft, destruction or mutilation), and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to it (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another holder of a Note with a minimum net worth of at least \$50,000,000 or a Qualified Institutional Buyer, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof,

within ten Business Days thereafter the Company at its own expense shall execute and deliver, in lieu thereof, a new Note of the same Series as such lost, stolen, destroyed or mutilated Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

## **14. PAYMENTS ON NOTES.**

### **14.1. Place of Payment.**

Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, Swap Breakage Amount, if any, and interest becoming due and payable on the Notes shall be made in New York, New York, at the principal office of JPMorgan Chase Bank, N.A. in such jurisdiction. The Company may at any time, by notice to each holder of a Note, change the place of payment of the Notes so long as such place of payment shall be either the principal office of the Company in such jurisdiction or the principal office of a bank or trust company in such jurisdiction.

### **14.2. Home Office Payment.**

So long as any Purchaser or its nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Company will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, Swap Breakage Amount, if any, and interest and all other amounts by the method and at the address specified for such purpose below such Purchaser's name in Schedule A (in the case of Series 2017-A Notes or Series 2018-A Notes) or as specified in such Purchaser's Confirmation of Acceptance (in the case of a Shelf Note), or by such other method or at such other address as such Purchaser shall have from time to time specified to the Company in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, such Purchaser shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by a Purchaser or its nominee, such Purchaser will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Investor that is the direct or indirect transferee of any Note purchased by a Purchaser under this Agreement and that has made the same agreement relating to such Note as the Purchasers have made in this Section 14.2.

## **15. EXPENSES, ETC.**

### **15.1. Transaction Expenses.**

Whether or not the transactions contemplated hereby are consummated, the Company will pay all reasonable and invoiced costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required by the Required Holders, local or other counsel) incurred by MetLife, the Purchasers and each other holder of a Note in connection with such transactions and in connection with any amendments, waivers or consents under or in respect of this Agreement or the Notes (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement

or the Notes or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of any Note, (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and (c) the costs and expenses incurred in connection with the initial filing of this Agreement and all related documents and financial information with the SVO, provided that such costs and expenses under this clause (c) shall not exceed \$3,000 per Series of Notes. The Company will pay, and will save MetLife, each Purchaser and each other holder of a Note harmless from, all claims in respect of any fees, costs or expenses, if any, of brokers and finders (other than those, if any, retained by a Purchaser or other holder in connection with its purchase of the Notes). On the date hereof, the Company shall have paid the reasonable, documented and invoiced fees and disbursements of MetLife's special counsel, Morgan, Lewis & Bockius LLP, as evidenced by a statement of such counsel rendered to the Company at least one Business Day prior to the date hereof.

#### **15.2. Survival.**

The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, and the termination of this Agreement.

#### **16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.**

All representations and warranties contained herein, whether made on or prior to the Restatement Date, shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by any Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of such Purchaser or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement and the Notes embody the entire agreement and understanding between each Purchaser and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

#### **17. AMENDMENT AND WAIVER.**

##### **17.1. Requirements.**

This Agreement and the Notes may be amended, and the observance of any term hereof or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company and the Required Holders, except that (a) no amendment or waiver of any of the provisions of Section 1, 2, 3, 4, 5, 6 or 21, or any defined term (as it is used therein), will be effective as to any Purchaser unless consented to by such Purchaser in writing, (b) (i) with the written consent of MetLife (and without the consent of any other holder of Notes), the provisions of Section 1.4 or 2 may be amended or waived (except insofar as any such amendment or waiver would affect any rights or obligations with respect to the purchase and sale

of Notes which shall have become Accepted Notes prior to such amendment or waiver), and (ii) with the written consent of all of the Purchasers which shall have become obligated to purchase Accepted Notes of any Series (and not without the written consent of all such Purchasers), any of the provisions of Sections 2.2 and 4 may be amended or waived insofar as such amendment or waiver would affect only rights or obligations with respect to the purchase and sale of the Accepted Notes of such Series or the terms and provisions of such Accepted Notes and (c) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, change the amount or time of any prepayment or payment of principal of, or reduce the rate or change the time of payment or method of computation of interest, the Make-Whole Amount or the Swap Breakage Amount on the Notes, (ii) change the percentage of the principal amount of the Notes the holders of which are required to consent to any such amendment or waiver, or (iii) amend Section 8, 11(a), 11(b), 12, 17 or 20.

#### **17.2. Solicitation of Holders of Notes.**

(a) Solicitation. The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes, unless such proposed amendment, waiver or consent relates only to a specific Series of Accepted Notes which have not yet been purchased, in which case such information will only be required to be delivered to the Purchasers which shall have become obligated to purchase Accepted Notes of such Series. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) Payment. The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof or of any Note unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

#### **17.3. Binding Effect, Etc.**

Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note.

#### **17.4. Notes Held by Company, Etc.**

Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or in the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company or any of its Affiliates shall be deemed not to be outstanding.

#### **18. NOTICES.**

All notices and communications provided for hereunder shall be in writing and sent (a) by fax or e-mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (b) by registered or certified mail with return receipt (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

- (i) if to a Purchaser or its nominee, to such Purchaser or nominee at the address specified for such communications in Schedule A (in the case of the Series 2017-A Notes or the Series 2018-A Notes) or as specified by such Purchaser in its Confirmation of Acceptance (in the case of Shelf Notes), or at such other address as such Purchaser or nominee shall have specified to the Company in writing,
- (ii) if to any other holder of any Note, to such holder at such address as such other holder shall have specified to the Company in writing, or
- (iii) if to the Company, to the Company at 135 Duryea Road, Melville, New York 11747, Attention: Treasurer, E-mail: michael.amodio@henryschein.com, Phone No: (631) 843-5000, Fax No: (631) 843-9314; with a copy to 135 Duryea Road – Mail Stop E-365, Melville, New York 11747, Attention: General Counsel, E-mail: michael.ettinger@henryschein.com, Phone No: (631) 843-5989, Fax No: (631) 843-5660, or at such other address as the Company shall have specified to the holder of each Note in writing.

Notices under this Section 18 will be deemed given only when actually received.

Notwithstanding anything to the contrary in this Section 18, any communication pursuant to Section 2 shall be made by the method specified for such communication in Section 2, and shall be effective to create any rights or obligations under this Agreement only if, in the case of a telephone communication, an Authorized Officer of the party conveying the information and of the party receiving the information are parties to the telephone call, and in the case of a fax or e-mail

communication, the communication is signed by an Authorized Officer of the party conveying the information, addressed to the attention of an Authorized Officer of the party receiving the information, and in fact received, with respect to a fax, at the fax terminal the number of which is listed for the party receiving the communication in the Information Schedule or at such other fax terminal as the party receiving the information shall have specified in writing to the party sending such information, and in the case of an e-mail, at the e-mail address listed for the party receiving the communication in the Information Schedule or at such other email address as the party receiving the information shall have specified in writing to the party sending such information.

#### **19. REPRODUCTION OF DOCUMENTS.**

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications that may hereafter be executed, (b) documents received by any Purchaser at any Closing (except the Notes themselves), and (c) financial statements, certificates and other information previously or hereafter furnished to any Purchaser, may be reproduced by such Purchaser by any photographic, photostatic, electronic, digital or other similar process and such Purchaser may destroy any original document so reproduced. The Company agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such Purchaser in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 19 shall not prohibit the Company or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction.

#### **20. CONFIDENTIAL INFORMATION.**

For the purposes of this Section 20, “**Confidential Information**” means information delivered to any Purchaser by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement (or any related document, certificate or agreement) that is proprietary or confidential in nature and that was clearly marked or labeled or otherwise adequately identified when received by such Purchaser as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to such Purchaser prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such Purchaser or any person acting on such Purchaser’s behalf, (c) otherwise becomes known to such Purchaser other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to such Purchaser under Section 7.1 that are otherwise publicly available. Each Purchaser will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by such Purchaser in good faith to protect confidential information of third parties delivered to such Purchaser, provided that such Purchaser may deliver or disclose Confidential Information to (i) its directors, trustees, officers, employees, agents, attorneys and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by its Notes), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information

substantially in accordance with the terms of this Section 20, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (v) any Person from which it offers to purchase any security of the Company (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 20), (vi) any federal or state regulatory authority having jurisdiction over such Purchaser, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such Purchaser's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such Purchaser, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such Purchaser is a party or (z) if an Event of Default has occurred and is continuing, to the extent such Purchaser may reasonably determine such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such Purchaser's Notes and this Agreement. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

## **21. SUBSTITUTION OF PURCHASER.**

Each Purchaser shall have the right to substitute any one of its Affiliates as the purchaser of the Notes that it has agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both such Purchaser and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to such Purchaser in this Agreement (other than in this Section 21), shall be deemed to refer to such Affiliate in lieu of such original Purchaser. In the event that such Affiliate is so substituted as a Purchaser hereunder and such Affiliate thereafter transfers to such original Purchaser all of the Notes then held by such Affiliate, upon receipt by the Company of notice of such transfer, any reference to such Affiliate as a "Purchaser" in this Agreement (other than in this Section 21), shall no longer be deemed to refer to such Affiliate, but shall refer to such original Purchaser, and such original Purchaser shall again have all the rights of an original holder of the Notes under this Agreement.

## **22. MISCELLANEOUS.**

### **22.1. Successors and Assigns.**

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

## 22.2. Payments Due on Non-Business Days.

Anything in this Agreement or the Notes to the contrary notwithstanding (but without limiting the requirement in Section 8.4 that notice of any optional prepayment specify a Business Day as the date fixed for such prepayment), any payment of principal of or Make-Whole Amount, Swap Breakage Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day; provided that, if the maturity date of any Note is a date other than a Business Day, the payment otherwise due on such maturity date shall be made on the next succeeding Business Day and shall include the additional days elapsed in the computation of interest payable on such next succeeding Business Day.

## 22.3. Accounting Terms and Covenant Calculations.

(a) All accounting terms used herein which are not expressly defined in this Agreement have the meanings respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, all computations made pursuant to this Agreement shall be made in accordance with GAAP, and all financial statements shall be prepared in accordance with GAAP.

(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with the covenants in this Agreement, any election by the Company or any Subsidiary to measure any portion of a non-derivative financial liability at fair value (as permitted by IAS 39 or any similar accounting standard), other than to reflect any hedging of such non-derivative financial liability (including both interest rate and foreign currency hedges), shall be disregarded and such determination shall be made as if such election had not been made.

(c) As used in this Agreement, accounting terms relating to the Company and its Subsidiaries not defined in Schedule B, and accounting terms partly defined in Schedule B, but only to the extent not so defined, shall have the respective meanings given to them under GAAP. If at any time any change in GAAP or in the manner in which the Company shall be required or permitted to disclose its financial results in its filings with the Securities and Exchange Commission (i.e., a change which is inconsistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016) would affect the computation of any financial ratio or requirement set forth in this Agreement, and either the Company or the Required Holders shall so request, the holders of Notes and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change (subject to the approval of the Required Holders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10- K for the fiscal year ended December 31, 2016 prior to such change therein and (ii) the Company shall provide to the holders of Notes financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change.

(d) Any financial ratios required to be maintained by the Company 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).

**22.4. Severability.**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

**22.5. Construction, Etc.**

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Schedules and Exhibits attached to this Agreement shall be deemed to be a part hereof.

**22.6. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

**22.7. Governing Law.**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

**22.8. Jurisdiction and Process; Waiver of Jury Trial.**

(a) The Company irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this

Agreement or the Notes. To the fullest extent permitted by applicable law, the Company irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Nothing in this Section 22.8 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(c) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

**22.9. Obligation to Make Payment in the Applicable Currency.**

Any payment on account of an amount that is payable hereunder or under the Notes in the Applicable Currency which is made to or for the account of any holder of Notes in any other currency, whether as a result of any judgment or order or the enforcement thereof or the realization of any security or the liquidation of the Company, shall constitute a discharge of the obligation of the Company under this Agreement or the Notes only to the extent of the amount of the Applicable Currency which such holder could purchase in the foreign exchange markets in London, England, with the amount of such other currency in accordance with normal banking procedures at the rate of exchange prevailing on the London Banking Day following receipt of the payment first referred to above. If the amount of the Applicable Currency that could be so purchased is less than the amount of the Applicable Currency originally due to such holder, the Company agrees to the fullest extent permitted by law, to indemnify and save harmless such holder from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall, to the fullest extent permitted by law, constitute an obligation separate and independent from the other obligations contained in this Agreement and the Notes, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by such holder from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under the Notes or under any judgment or order. As used herein the term "**London Banking Day**" shall mean any day other than Saturday or Sunday or a day on which commercial banks are required or authorized by law to be closed in London, England.

**22.10. Determinations Involving Different Currencies.**

In the event of any determination of the requisite percentage or the principal amount of any Notes of more than one currency, all Notes which are issued in a currency other than Dollars shall, for purposes of determining any such percentage or requisite principal amount, be deemed to have been converted into Dollars at the time that such determination is made at the exchange rate published in the Financial Times one Business Day prior to the date of determination.

\* \* \* \* \*

If you are in agreement with the foregoing, please sign the form of agreement on a counterpart of this Agreement and return it to the Company, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

**HENRY SCHEIN, INC.**

By: /s/ Michael Amodio

Name: Michael Amodio

Title: Vice President and Treasurer

[Signature Page to Second Amended and Restated Multicurrency Master Note Purchase Agreement – Henry Schein, Inc. (MetLife)]

This Agreement is hereby accepted  
and agreed to as of the date thereof.

**METLIFE INVESTMENT ADVISORS, LLC**

By: /s/ Jennifer Potenta  
Name: Jennifer Potenta  
Title: Director

**METROPOLITAN LIFE INSURANCE COMPANY**

By MetLife Investment Advisors, LLC, Its Investment Manager

**METLIFE INSURANCE K.K.**

by MetLife Investment Advisors, LLC, Its Investment Manager

By: /s/ Jennifer Potenta  
Name: Jennifer Potenta  
Title: Director

**FARMERS NEW WORLD LIFE INSURANCE COMPANY**

by MetLife Investment Advisors, LLC, Its Investment Manager

**ZURICH AMERICAN INSURANCE COMPANY**

by MetLife Investment Advisors, LLC, Its Investment Manager

**PENSION AND SAVINGS COMMITTEE, ON BEHALF OF THE  
ZURICH AMERICAN INSURANCE COMPANY MASTER  
RETIREMENT TRUST**

by MetLife Investment Advisors, LLC, Its Investment Manager

**ZURICH INSURANCE COMPANY LTD, BERMUDA BRANCH**

by MetLife Investment Advisors, LLC, Its Investment Manager

By: /s/ Judith A. Gulotta  
Name: Judith A. Gulotta  
Title: Managing Director

[Signature Page to Second Amended and Restated Multicurrency Master Note Purchase Agreement – Henry Schein, Inc. (MetLife)]

**TRANSATLANTIC REINSURANCE COMPANY**

by MetLife Investment Advisors, LLC, Its Investment Manager

By: /s/ Frank O. Monfalcone

Name: Frank O. Monfalcone

Title: Managing Director

**UNION FIDELITY LIFE INSURANCE COMPANY**

by MetLife Investment Advisors, LLC, Its Investment Adviser

By: /s/ Frank O. Monfalcone

Name: Frank O. Monfalcone

Title: Managing Director

[Signature Page to Amended and Restated Multicurrency Master Note Purchase Agreement – Henry Schein, Inc. (MetLife)]

---

**INFORMATION SCHEDULE**

**Authorized Officers for MetLife**

MetLife Investment Advisors, LLC  
One MetLife Way  
Whippany, NJ 07981

Judith A. Gulotta  
Managing Director  
Telephone: 973.355.4715  
Email: jgulotta@metlife.com

C. Scott Inglis  
Managing Director  
Telephone: 973.355.4711  
Email: singlis@metlife.com

Peter Venter  
Director  
Telephone: 973.355.4354  
Email: pventer@metlife.com

Edward Teagan  
Director  
Telephone: 973.355.4529  
Email: edward.teagan@metlife.com

**Authorized Officers for Company**

Henry Schein, Inc. 135 Duryea Road  
Melville, NY 11747  
Stanley M. Bergman  
Chairman of the Board, Chief Executive Officer  
Telephone: 631.843.5910  
Telecopy: 631.843.5665  
Email: stanley.bergman@henryschein.com

Michael Amodio  
Vice President Treasurer  
Telephone: 631-843-5362  
Fax: 631-843-9314  
Email: Michael.Amodio@henryschein.com

James P. Breslawski  
Vice Chairman of the Board  
and President  
Telephone: 631.390.8050  
Telecopy: 631.390.8198  
Email: jim.breslawski@henryschein.com

Steven Paladino  
Executive Vice President,  
Chief Financial Officer  
Telephone: 631.843.5915  
Fax: 631.843.5541  
Email: steven.paladino@henryschein.com

Michael S. Ettinger  
Senior Vice President, Corporate & Legal Affairs  
and Chief of Staff, Secretary  
Telephone: 631.843.5993  
Telecopy: 631.843.5660  
Email: michael.ettinger@henryschein.com

Ronald N. South  
Vice President, Corporate Finance & Chief  
Accounting Officer  
Telephone: 631.845.2802  
Telecopy: 631.843.5825  
Email: ronald.south@henryschein.com

## INFORMATION RELATING TO PURCHASERS

<b>Purchaser Name</b>	<b>METLIFE INSURANCE K.K.</b>
Name in which to register Note(s)	METLIFE INSURANCE K.K.
2017-A Senior Note registration number(s); principal amount(s)	RA-1; \$2,000,000
Payment on account of Note	
Method	Federal Funds Wire Transfer
Account information	Bank Name: Citibank, New York ABA Routing #:021000089 DDA: 30857793 Acct Name: METLIFE PP JPYF Ref: "Accompanying Information" below
	For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.
Accompanying Information	Name of Issuer: HENRY SCHEIN, INC.  Description of Security: 3.42% Series 2017-A Senior Note Due June 16, 2027  PPN: 806407 D@8  Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Schedule A-1

**Purchaser Name**

**METLIFE INSURANCE K.K.**

Address / Fax # / Email for all notices

MetLife Asset Management Corp. (Japan)  
Administration Department  
Tokyo Garden Terrace Kioicho Kioi Tower 25F  
1-3, Kioicho, Chiyoda-ku, Tokyo 102-8525 Japan  
Attention: Administration Dept. Manager  
Email: [saura@metlife.co.jp](mailto:saura@metlife.co.jp)

With a copy to:

MetLife Insurance K.K.  
c/o MetLife Investment Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Jennifer Potenta, VP Private Placements-Corporates  
Emails: [PPUCompliance@metlife.com](mailto:PPUCompliance@metlife.com) and [jpppotenta@metlife.com](mailto:jpppotenta@metlife.com)

**With a copy OTHER than with respect to deliveries of financial statements to:**

MetLife Insurance K.K.  
c/o MetLife Investment Advisors, LLC  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Chief Counsel-Investments Law (PRIV)  
Email: [sec\\_invest\\_law@metlife.com](mailto:sec_invest_law@metlife.com)

Audit Requests:

Soft copy to [AuditConfirms.PvtPlacements@metlife.com](mailto:AuditConfirms.PvtPlacements@metlife.com) or hard copy to:

Metropolitan Life Insurance Company  
Attn: Private Placements Operations (ATTN: Audit Confirmations)  
18210 Crane Nest Drive – 5th Floor  
Tampa, FL 33647

Instructions re Delivery of Notes

MetLife Insurance K.K.  
c/o MetLife Investment Advisors, LLC  
Investments Law  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Aaron Wernick, Esq.

Signature Block Format

METLIFE INSURANCE K.K.  
By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_  
Name:  
Title:

Tax Identification Number

98-1037269 (USA) and 00661996 (Japan)

**Purchaser Name**

**METLIFE INSURANCE K.K.**

Name in which to register Note(s)

METLIFE INSURANCE K.K.

2017-A Senior Note registration number(s); principal amount(s)

RA-2; \$8,000,000

2018-A Senior Note registration number(s); principal amount(s)

RA-2; \$5,000,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: Citibank New York  
111 Wall Street, New York, New York 10005 (USA)  
ABA Routing #: 021000089  
Acct No./DDA: 30872002  
Acct Name: METLIFE PP USDF  
Ref: "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of Security: 3.42% Series 2017-A Senior Note Due June 16, 2027

PPN: 806407 D@8

Description of Security: 3.32% Series 2018-A Senior Note Due January 2, 2028

PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Schedule A-3

**Purchaser Name**

Address / Fax # / Email for all notices

**METLIFE INSURANCE K.K.**

MetLife Asset Management Corp. (Japan)  
Administration Department  
Tokyo Garden Terrace Kioicho Kioi Tower 25F  
1-3, Kioicho, Chiyoda-ku, Tokyo 102-8525 Japan  
Attention: Administration Dept. Manager  
Email: [saura@metlife.co.jp](mailto:saura@metlife.co.jp)

With a copy to:

MetLife Insurance K.K.  
c/o MetLife Investment Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Peter Venter, Director-Credit US  
Emails: [PPUCompliance@metlife.com](mailto:PPUCompliance@metlife.com) and [pventer@metlife.com](mailto:pventer@metlife.com)

**With a copy OTHER than with respect to deliveries of financial statements to:**

MetLife Insurance K.K.  
c/o MetLife Investment Advisors, LLC  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Chief Counsel-Investments Law (PRIV)  
Email: [sec\\_invest\\_law@metlife.com](mailto:sec_invest_law@metlife.com)

Audit Requests:

Soft copy to [AuditConfirms.PvtPlacements@metlife.com](mailto:AuditConfirms.PvtPlacements@metlife.com) or hard copy to:

Metropolitan Life Insurance Company  
Attn: Private Placements Operations (ATTN: Audit Confirmations)  
18210 Crane Nest Drive – 5th Floor  
Tampa, FL 33647

Instructions re Delivery of Notes

MetLife Insurance K.K.  
c/o MetLife Investment Advisors, LLC  
Investments Law  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Aaron Wernick

Signature Block Format

METLIFE INSURANCE K.K.  
By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_

Name:

Title:

Tax Identification Number

98-1037269 (USA) and 00661996 (Japan)

Schedule A-4

**Purchaser Name**

**UNION FIDELITY LIFE INSURANCE COMPANY**

Name in which to register Note(s)

HARE & CO., LLC

2017-A Senior Note registration number(s); principal amount(s)

RA-3; \$20,000,000

2018-A Senior Note registration number(s); principal amount(s)

RA-3; \$12,500,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: Bank of New York Mellon

ABA Routing #: 021000018

Account No.: GLA 111566

Ref: FRFCLSS PP and "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of Security: 3.42% Series 2017-A Senior Note Due June 16, 2027

PPN: 806407 D@8

Description of Security: 3.32% Series 2018-A Senior Note Due January 2, 2028

PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Schedule A-5

**Purchaser Name**

**UNION FIDELITY LIFE INSURANCE COMPANY**

Address / Fax # / Email for all notices and communications

Union Fidelity Life Insurance Company  
c/o MetLife Investment Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Peter Venter, Director-Credit US  
Emails: PPUCompliance@metlife.com and pventer@metlife.com

With a copy **OTHER than with respect to deliveries of financial statements** to:

Union Fidelity Life Insurance Company  
c/o MetLife Investment Advisors, LLC  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Chief Counsel-Investments Law (PRIV)  
Email: sec\_invest\_law@metlife.com

Audit Requests:

Soft copy to AuditConfirms.PvtPlacements@metlife.com or hard copy to:

Metropolitan Life Insurance Company  
Attn: Private Placements Operations (ATTN: Audit Confirmations)  
18210 Crane Nest Drive – 5th Floor  
Tampa, FL 33647

Instructions re Delivery of Notes

The Depository Trust Company  
570 Washington Blvd – 5th Floor  
Jersey City, NJ 07310  
ATTN: BNY Mellon/Branch Deposit Department  
Ref: FFC No. 127036, FRFCLSS PP  
Cc: aaron.wernick@metlife.com

Signature Block Format

UNION FIDELITY LIFE INSURANCE COMPANY  
By: MetLife Investment Advisors, LLC,  
its Investment Adviser

By: \_\_\_\_\_  
Name:  
Title:

Tax Identification Number

31-0252460

Schedule A-6

**Purchaser Name****TRANSATLANTIC REINSURANCE COMPANY**

Name in which to register Note(s)

CUDD &amp; CO

2017-A Senior Note registration number(s); principal amount(s)

RA-4; \$20,000,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: JPMorgan Chase Bank, N.A.

ABA Routing #: 021000021

SWIFT: CHASUS33

Account No.: 9009000200 (funds Control)

FFC: G21329

Ref: Transatlantic Reinsurance Company – Private Corporate Debt (MET) and “Accompanying Information” below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of

Security: 3.42% Series 2017-A Senior Note  
Due June 16, 2027

PPN: 806407 D@8

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Address / Fax # / Email for all notices and communications

Transatlantic Reinsurance Company  
c/o MetLife Investment Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, New Jersey 07981

Attention: Jennifer Potenta, VP Private Placements-Corporates

Emails: [PPUCompliance@metlife.com](mailto:PPUCompliance@metlife.com) and [jpppotenta@metlife.com](mailto:jpppotenta@metlife.com)With a copy **OTHER than with respect to deliveries of financial statements** to:

Transatlantic Reinsurance Company  
c/o MetLife Investment Advisors, LLC  
One Liberty Plaza  
165 Broadway  
New York, NY 10006  
Attn: James Ready  
Email: [jready@transre.com](mailto:jready@transre.com)

Schedule A-7

**Purchaser Name**

Instructions re Delivery of Notes

**TRANSATLANTIC REINSURANCE COMPANY**

J.P. Morgan Chase Bank, N.A.  
4 Chase Metrotech Center  
1st Floor, Window 5  
Brooklyn, NY 11245-0001  
Attn: Physical Receive Department  
Ref: G 21329 Transatlantic Reinsurance Company – Private Corporate  
Debt (MET)  
Cc: aaron.wernick@metlife.com

Signature Block Format

TRANSATLANTIC REINSURANCE COMPANY  
By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_  
Name:  
Title:

Tax Identification Number

13-5616275

Schedule A-8

**Purchaser Name**

**TRANSATLANTIC REINSURANCE COMPANY**

Name in which to register Note(s)

CUDD & CO

2017-A Senior Note registration number(s); principal amount(s)

RA-4; \$20,000,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: JPMorgan Chase Bank, N.A.  
ABA Routing #: 021000021  
SWIFT: CHASUS33  
Account No.: 9009000200 (funds Control)  
FFC: G21329  
Ref: Transatlantic Reinsurance Company – Private Corporate Debt (MET) and “Accompanying Information” below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.  
Description of Security: 3.42% Series 2017-A Senior Note Due June 16, 2027  
PPN: 806407 D@8

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Address / Fax # / Email for all notices and communications

Transatlantic Reinsurance Company  
c/o MetLife Investment Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Jennifer Potenta, VP Private Placements-Corporates  
Emails: [PPUCompliance@metlife.com](mailto:PPUCompliance@metlife.com) and [jppotentia@metlife.com](mailto:jppotentia@metlife.com)

With a copy **OTHER than with respect to deliveries of financial statements** to:

Transatlantic Reinsurance Company  
c/o MetLife Investment Advisors, LLC  
One Liberty Plaza  
165 Broadway  
New York, NY 10006  
Attn: James Ready  
Email: [jready@transre.com](mailto:jready@transre.com)

Schedule A-9

**Purchaser Name**

Instructions re Delivery of Notes

**TRANSATLANTIC REINSURANCE COMPANY**

J.P. Morgan Chase Bank, N.A.  
4 Chase Metrotech Center  
1st Floor, Window 5  
Brooklyn, NY 11245-0001  
Attn: Physical Receive Department  
Ref: G 21329 Transatlantic Reinsurance Company – Private Corporate Debt (MET)  
Cc: aaron.wernick@metlife.com

Signature Block Format

**TRANSATLANTIC REINSURANCE COMPANY**

By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_

Name:

Title:

Tax Identification Number

13-5616275

Schedule A-10

**Purchaser Name****METROPOLITAN LIFE INSURANCE COMPANY**

Name in which to register Note(s)

METROPOLITAN LIFE INSURANCE COMPANY

2018-A Senior Note registration number(s); principal amount(s)

RA-1; \$15,000,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: JPMorgan Chase Bank  
ABA Routing #: 021000021  
Acct No.: 002-2-410591  
Acct Name: Metropolitan Life Insurance Company  
Ref: "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of

Security: 3.32% Series 2018-A Senior Note Due  
January 2, 2028

PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Address / Fax # / Email for all notices

Metropolitan Life Insurance Company  
Investments, Private Placements  
One MetLife Way  
Whippany, NJ 07981  
Attn: Peter Venter, Director-Credit US  
Emails: PPUCompliance@metlife.com and pventer@metlife.com

**With a copy OTHER than with respect to deliveries of financial statements to:**

Metropolitan Life Insurance Company, Investments Law  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Chief Counsel-Investments Law (PRIV)  
Email: [sec\\_invest\\_law@metlife.com](mailto:sec_invest_law@metlife.com)

**Audit Requests:**Soft copy to [AuditConfirms.PvtPlacements@metlife.com](mailto:AuditConfirms.PvtPlacements@metlife.com) or hard copy to:

Metropolitan Life Insurance Company  
Attn: Private Placements Operations (ATTN: Audit Confirmations)  
18210 Crane Nest Drive – 5th Floor  
Tampa, FL 33647

Schedule A-11

**Purchaser Name**

Instructions re Delivery of Notes

**METROPOLITAN LIFE INSURANCE COMPANY**

Metropolitan Life Insurance Company  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Aaron Wernick

Signature Block Format

**METROPOLITAN LIFE INSURANCE COMPANY**

By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_

Name:

Title:

Tax Identification Number

13-5581829

Schedule A-12

**Purchaser Name**

**FARMERS NEW WORLD LIFE INSURANCE COMPANY**

Name in which to register Note(s)

FARMERS NEW WORLD LIFE INSURANCE COMPANY

2018-A Senior Note registration number(s); principal amount(s)

RA-4; \$5,000,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: JPMorgan Chase Bank  
ABA Routing #: 021000021  
Acct No.: 9009002859  
Acct Name: Private Placement income  
FFC: P90465 FNW-PP-MetLife  
Ref: "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of Security: 3.32% Series 2018-A Senior Note Due January 2, 2028

PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made Farmers New World Life Insurance Company

Schedule A-13

**Purchaser Name**

Address / Fax # / Email for all notices

**FARMERS NEW WORLD LIFE INSURANCE COMPANY**

Farmers New World Life Insurance Company  
c/o MetLife investments Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, NJ 07981  
Attn: Peter Venter, Director-Credit US  
Fax: 973-355-4250  
Emails: PPUCompliance@metlife.com and pventer@metlife.com

**With a copy OTHER than with respect to deliveries of financial statements to:**

Farmers New World Life Insurance Company  
c/o MetLife Investments Advisors, LLC  
One MetLife Way  
Whippany, New Jersey 07981  
Attention: Chief Counsel-Investments Law (PRIV)  
Email: [sec\\_invest\\_law@metlife.com](mailto:sec_invest_law@metlife.com)

And

JPMorgan Chase Bank, NA  
Attn: Physical Vault  
4 Metrotech Center, 3rd Floor  
Brooklyn, NY 11245

And

Email: [BMZ.MAIL.FSCM.Operations@bmzurich.com](mailto:BMZ.MAIL.FSCM.Operations@bmzurich.com)

Instructions re Delivery of Notes

JPMorgan Chase Bank, NA  
Attn: Aubrey Reuben (718-242-0269)  
Physical receive  
4 Metrotech Center, 3rd Floor  
Brooklyn, NY 11245

Signature Block Format

FARMERS NEW WORLD LIFE INSURANCE COMPANY  
By: MetLife Investment Advisors, LLC,  
its Investment Manager  
By: \_\_\_\_\_  
Name:  
Title:

Tax Identification Number

91-0335750

Schedule A-14

**ZURICH AMERICAN INSURANCE COMPANY MASTER  
RETIREMENT TRUST**

**Purchaser Name**

Name in which to register Note(s)

ELL & CO

2018-A Senior Note registration number(s); principal amount(s)

RA-5; \$2,500,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: The Northern Trust

ABA Routing #: 071-000-152

SWIFT: CNORUS44

Acct No.: 518604100

Sort Code: 16-50-10

FFC: 2232775

Ref: Zurich Master Trust and "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of

Security: 3.32% Series 2018-A Senior Note Due  
January 2, 2028

PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Address / Fax # / Email for all notices

Zurich American Insurance Company Master Retirement Trust

c/o MetLife Investments Advisors, LLC

Investments, Private Placements

One MetLife Way

Whippany, NJ 07981

Attn: Peter Venter, Director-Credit US

Fax: 973-355-4250

Emails: PPUCompliance@metlife.com and pventer@metlife.com

**With a copy OTHER than with respect to deliveries of financial statements to:**

Email: [bmz.zis.Operations@bmzurich.com](mailto:bmz.zis.Operations@bmzurich.com)

Instructions re Delivery of Notes

The Northern Trust Company

Trade Securities Processing, C-1N

801 South Canal Street

Chicago, IL 60607

Ref: Northern Acct. #/Acct. Name

Schedule A-15

**Purchaser Name**

Signature Block Format

**ZURICH AMERICAN INSURANCE COMPANY MASTER  
RETIREMENT TRUST**

ZURICH AMERICAN INSURANCE COMPANY MASTER RETIREMENT TRUST

By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_

Name:

Title:

Tax Identification Number

20-5702041

Schedule A-16

**Purchaser Name** ZURICH INSURANCE COMPANY LTD, BERMUDA BRANCH

Name in which to register Note(s) HARE & CO., LLC

2018-A Senior Note registration number(s); principal amount(s) RA-6; \$5,000,000

Payment on account of Note

Method Federal Funds Wire Transfer

Account information Bank Name: The Bank of New York Mellon  
ABA Routing #: 210000018  
Acct No.: 9643398400  
Account Name: Zurich Insurance Company Ltd, Bermuda Branch  
Ref: Private Placement and "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information Name of Issuer: HENRY SCHEIN, INC.  
Description of Security: 3.32% Series 2018-A Senior Note Due January 2, 2028  
PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Address / Fax # / Email for all notices Zurich Insurance Company Ltd, Bermuda Branch  
c/o MetLife Investments Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, NJ 07981  
Attn: Peter Venter, Director-Credit US  
Fax: 973-355-4250  
Emails: PPUCompliance@metlife.com and pventer@metlife.com

**With a copy OTHER than with respect to deliveries of financial statements to:**

Zurich Insurance Company Ltd, Bermuda Branch  
Attn: Treasurer  
Wellesley House  
90 Pitt's Bay Road  
Hamilton HM CX, Bermuda  
Contact: Mike Gutteridge, Treasurer  
Tel: 441-294-4000  
Fax: 441-294-4001  
Email: zib.investments@bm.zurich.com

**Purchaser Name**

**ZURICH INSURANCE COMPANY LTD, BERMUDA BRANCH**

Instructions re Delivery of Notes

The Depository Trust Company  
570 Washington Blvd – 5th Floor  
Jersey City, NJ 07310  
Attn: BNY Mellon/Branch Deposit Department  
Ref: Trust A/C # 964339 ZIBB PRIVATE PLACEMENT METLIFE – Zurich Insurance  
Company Ltd, Bermuda Branch – Private Placements; Account Number: 964339

Signature Block Format

ZURICH INSURANCE COMPANY LTD, BERMUDA BRANCH  
By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_

Name:

Title:

Tax Identification Number

36-4233459

Schedule A-18

**Purchaser Name****ZURICH AMERICAN INSURANCE COMPANY**

Name in which to register Note(s)

HARE &amp; CO., LLC

2018-A Senior Note registration number(s); principal amount(s)

RA-6; \$5,000,000

Payment on account of Note

Method

Federal Funds Wire Transfer

Account information

Bank Name: The Bank of New York Mellon  
ABA Routing #: 210000018  
Acct No.: GLA111566  
Account Name: P&I Dept.  
FFC: 9277638400  
Ref: "Accompanying Information" below

For all payments other than scheduled payments of principal and interest, the Company shall seek instructions from the holder, and in the absence of instructions to the contrary, will make such payments to the account and in the manner set forth below.

Accompanying Information

Name of Issuer: HENRY SCHEIN, INC.

Description of

Security: 3.32% Series 2018-A Senior Note Due  
January 2, 2028

PPN: 806407 E\*9

Due date and application (as among principal, interest and Make-Whole Amount) of the payment being made

Address / Fax # / Email for all notices

Zurich American Insurance Company  
c/o MetLife Investments Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, NJ 07981  
Attn: Peter Venter, Director-Credit US  
Fax: 973-355-4250  
Emails: PPUCompliance@metlife.com and pventer@metlife.com

**With a copy OTHER than with respect to deliveries of financial statements to:**

Zurich American Insurance Company  
c/o MetLife Investments Advisors, LLC  
Investments, Private Placements  
One MetLife Way  
Whippany, NJ 07981  
Attn: Chief Counsel-Investments Law (PRIV)  
Email: sec\_invest\_law@metlife.com

And

Bmz.zis@operations@bm.zurich.com

Schedule A-19

**Purchaser Name**

**ZURICH AMERICAN INSURANCE COMPANY**

Instructions re Delivery of Notes

The Depository Trust Company  
570 Washington Blvd – 5th Floor  
Jersey City, NJ 07310  
Attn: BNY Mellon/Branch Deposit Department  
Ref: Account Number: 927763

Signature Block Format

ZURICH AMERICAN INSURANCE COMPANY  
By: MetLife Investment Advisors, LLC,  
its Investment Manager

By: \_\_\_\_\_

Name:

Title:

Tax Identification Number

36-4233459

Schedule A-20

**DEFINED TERMS**

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

“**Acceptance**” is defined in Section 2.5.

“**Acceptance Day**” is defined in Section 2.5.

“**Acceptance Window**” means, with respect to any Quotation, the time period designated by MetLife during which the Company may elect to accept such Quotation. The Acceptance Window with respect to any Quotation is expected to be two (2) minutes, but may be a shorter period if MetLife so elects.

“**Accepted Note**” is defined in Section 2.5.

“**Acquisition Spike**” is defined in Section 10.9.

“**Additional Subsidiary Guarantor**” means, at any time, each Subsidiary of the Company which is (a) a guarantor of the obligations of the Company or any Subsidiary under a Principal Credit Facility or (b) a borrower or other obligor under a Principal Credit Facility.

“**Affiliate**” means, at any time, (a) with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, (b) with respect to the Company, shall include any Person beneficially owning or holding, directly or indirectly, 25% or more of any class of voting or equity interests of the Company or any Subsidiary or any corporation of which the Company and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 25% or more of any class of voting or equity interests and (c) with respect to MetLife, shall include MLIC, any managed account, investment fund or other vehicle for which MetLife or any MetLife Affiliate acts as investment advisor or portfolio manager. As used in this definition, “*Control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Unless the context otherwise clearly requires, any reference to an “Affiliate” is a reference to an Affiliate of the Company.

“**Agreement**” means this Second Amended and Restated Multicurrency Master Note Purchase Agreement, including all Schedules and Exhibits attached to this Agreement.

“**Animal Health Business**” means the “Spinco Business”, as defined in the Spinco Merger Agreement.

“**Anti-Corruption Laws**” means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding bribery or any other corrupt activity, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

“**Anti-Money Laundering Laws**” means any law or regulation in a U.S. or any non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA Patriot Act.

“**Applicable Currency**” means (a) with respect to any Notes denominated in Dollars, Dollars, (b) with respect to any Notes denominated in Euros, Euros, (c) with respect to any Notes denominated in British Pounds, British Pounds, and (d) with respect to any Notes denominated in Australian Dollars, Australian Dollars.

“**Australian Dollars**” or “**A\$**” means the lawful currency of Australia.

“**Authorized Officer**” means (a) in the case of the Company, its chief executive officer, its chief financial officer, any other Person authorized by the Company to act on behalf of the Company and designated as an “Authorized Officer” of the Company in the Information Schedule attached hereto or any other Person authorized by the Company to act on behalf of the Company and designated as an “Authorized Officer” of the Company for the purpose of this Agreement in an Officer’s Certificate executed by the Company’s chief executive officer or chief financial officer and delivered to MetLife, (b) in the case of MLIC, any officer of MLIC designated as its “Authorized Officer” in the Information Schedule or any officer of MLIC designated as its “Authorized Officer” for the purpose of this Agreement in a certificate executed by one of its Authorized Officers or a lawyer in its law department and (c) in the case of MLIAC, any officer of MLIAC designated as its “Authorized Officer” in the Information Schedule or any officer of MLIAC designated as its “Authorized Officer” for the purpose of this Agreement in a certificate executed by one of its Authorized Officers or a lawyer in its law department. Any action taken under this Agreement on behalf of the Company by any individual who on or after the date of this Agreement shall have been an Authorized Officer of the Company and whom MetLife in good faith believes to be an Authorized Officer of the Company at the time of such action shall be binding on the Company even though such individual shall have ceased to be an Authorized Officer of the Company, and any action taken under this Agreement on behalf of MetLife by any individual who on or after the date of this Agreement shall have been an Authorized Officer of MLIC or MLIAC, and whom the Company in good faith believes to be an Authorized Officer of MLIC or MLIAC at the time of such action shall be binding on MetLife even though such individual shall have ceased to be an Authorized Officer.

“**Available Currencies**” means Dollars, Euros, British Pounds and Australian Dollars.

“**Available Facility Amount**” is defined in Section 2.1.

“**Blocked Person**” means (a) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC, (b) a Person, entity, organization, country or regime that is blocked or a target of sanctions that have been imposed under U.S. Economic Sanctions Laws or (c) a Person owned or controlled by, or acting on behalf of, directly or indirectly, any Person, entity, organization, country or regime described in clause (a) or (b).

“**British Pound**” and “**£**” means the lawful currency of Great Britain.

**“Business Day”** means (a) other than as provided in clauses (b) and (c) below, any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are authorized or required to be closed or (with respect to Euros) a day which is not a TARGET Settlement Day, (b) for purposes of Section 2.3 only, any day which is both a New York Business Day and a day on which MetLife is open for business and (c) for purposes of Section 8.6, (i) if with respect to Notes denominated in Dollars, a New York Business Day, (ii) if with respect to Notes denominated in British Pounds, any day which is both a New York Business Day and a day on which commercial banks are not required or authorized to be closed in London, England, (iii) if with respect to Notes denominated in Euros, any day which is both a New York Business Day and a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (or any successor thereto) is open for the settlement of payments in Euros (a **“TARGET Settlement Day”**), and (iv) if with respect to Notes denominated in Australian Dollars, any day which is both a New York Business Day and a day on which commercial banks in are not required or authorized to be closed in Sydney, Australia.

**“Cancellation Date”** is defined in Section 2.7(c).

**“Cancellation Fee”** is defined in Section 2.7(c).

**“Capital Lease”** means, at any time, a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP (without giving effect to any subsequent changes in GAAP arising out of a change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010, or a substantially similar pronouncement, in each case, if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on the date hereof).

**“Change in Control”** means (a) any Person or “group” (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended) (i) acquiring or having acquired beneficial interest of 50% or more of any outstanding class of equity interests having ordinary voting power in the election of the directors of the Company (other than the aggregate beneficial ownership of the Persons who are officers or directors of the Company on the date of this Agreement) or (ii) obtaining or having obtained the power (whether or not exercised) to elect a majority of the Company’s directors or (b) the board of directors of the Company ceasing to consist of a majority of Continuing Directors.

**“Change in Control Response Date”** is defined in Section 8.7(a).

**“Closing”** is defined in Section 3.1.

**“Closing Day”** means (a) the Restatement Date and (b) with respect to any Accepted Note, the Business Day specified for the closing of the purchase and sale of such Accepted Note in the Confirmation of Acceptance for such Accepted Note, provided that (i) if the Company and the Purchaser which is obligated to purchase such Accepted Note agree on an earlier Business Day for such closing, the **“Closing Day”** for such Accepted Note shall be such earlier Business Day, and (ii) if the closing of the purchase and sale of such Accepted Note is rescheduled pursuant to Section 3.2, the Closing Day for such Accepted Note, for all purposes of this Agreement except references to “original Closing Day” in Section 2.7(b), shall mean the Rescheduled Closing Day with respect to such Accepted Note.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

“**Company**” means Henry Schein, Inc., a Delaware corporation, or any successor that becomes such in the manner prescribed in Section 10.2(a).

“**Company Notice**” is defined in Section 8.7(a).

“**Confidential Information**” is defined in Section 20.

“**Confirmation of Acceptance**” is defined in Section 2.5.

“**Consolidated EBITDA**” means, for any period, Consolidated Operating Income plus, without duplication, (a) Consolidated Interest Income, (b) depreciation, (c) amortization and (d) all non-cash charges, (e) all non-recurring, unusual or extraordinary charges, costs and expenses, and (f) restructuring, consolidation, transaction, integration or other similar charges and expenses; provided that the aggregate amount under this clause (f) for any applicable period shall not exceed 10% of Consolidated EBITDA for such period, in each case, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Interest Income**” means, for any period, the interest income of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Gross Profit**” means, for any period, net sales less cost of sales of the Company and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Leverage Ratio**” means at any date of determination, the ratio of (a) Consolidated Total Debt on such date to (b) Consolidated EBITDA for the period of four fiscal quarters of the Company ending on (or most recently ended prior to) such date.

“**Consolidated Operating Expenses**” means, for any period, total expenses related to salaries, employee benefits and general and administrative expenses of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

“**Consolidated Operating Income**” means, for any period, Consolidated Gross Profit less Consolidated Operating Expenses of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Total Assets”** means, at any date of determination, the net book value of all assets of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP and as calculated consistent with the manner disclosed by the Company in its Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

**“Consolidated Total Debt”** means, at any date of determination, without duplication, the aggregate amount of all Indebtedness of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP. For the avoidance of doubt, any Indebtedness permitted pursuant to Section 10.6(b)(ix) or any Guarantee Obligation of the Company in respect of Indebtedness permitted pursuant to Section 10.6(b)(viii) shall not be included in Consolidated Total Debt.

**“Continuing Directors”** means, as to the Company, the directors of the Company on the date of this Agreement and each other director of the Company whose nomination for election to the Board of Directors of the Company is recommended by a majority of the then Continuing Directors.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “Controlled” and “Controlling” shall have meanings correlative to the foregoing.

**“Covenant Reset Date”** is defined in Section 10.9.

**“Default”** means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

**“Default Rate”** with respect to any Note, has the meaning given in such Note.

**“Delayed Delivery Fee”** is defined in Section 2.7(b).

**“Disclosure Documents”** is defined in Section 5.3.

**“Disposition”** or **“Dispose”** means the sale, transfer, license or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

**“Disposition Prepayment Notice”** is defined in Section 8.8(a).

**“Disposition Value”** means:

(a) in the case of property that does not constitute Subsidiary Stock, the book value thereof, valued at the time of such Disposition in good faith by the Company; and

(b) in the case of property that constitutes Subsidiary Stock, an amount equal to that percentage of book value of the assets of the Subsidiary that issued such stock as is equal to the percentage that the book value of such Subsidiary Stock represents of the book value of all of the outstanding Equity Interests of such Subsidiary (assuming, in making such calculations, that all securities convertible into such Equity Interests are so converted and giving full effect to all transactions that would occur or be required in connection with such conversion) determined at the time of the Disposition thereof, in good faith by the Company.

“**Dollar Equivalent**” means, with respect to any Notes or Accepted Notes denominated or to be denominated in any Available Currency other than Dollars (“**Non-Dollar Notes**”), the Dollar equivalent of the principal amount of such Non-Dollar Notes, in each case as set forth in the records of MetLife.

“**Dollars**” or “**\$**” means lawful money of the United States of America.

“**Domestic Subsidiary**” means any Subsidiary other than a Foreign Subsidiary.

“**DVM**” is defined within the definition of “Spin Off”.

“**EDGAR**” is defined in Section 5.3.

“**Environmental Laws**” means any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions by any Governmental Authority relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

“**EONIA**” means (i) the applicable overnight rate calculated by the Banking Federation of the European Union for the relevant Business Day, displayed on the EONIA Screen of Reuters, or such other display as may replace page 247 on the EONIA Screen of Reuters, displaying the appropriate rate or (ii) if no such rate is displayed on such EONIA Screen or other display, the arithmetic mean of the rates (rounded upwards to four decimal places) as quoted by Citibank N.A. to leading banks in the European interbank market, at or about 7.00 p.m. Central European time on such day for the offering of deposits in euro for the period from one Business Day to the immediately following Business Day and, in relation to a day that is not a Business Day, EONIA for the immediately preceding Business Day.

“**Equity Interests**” means any and all 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 interests.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

**“ERISA Affiliate”** means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company under section 414 of the Code.

**“Euro”** or **“€”** means the unit of single currency of the Participating Member States.

**“Event of Default”** is defined in Section 11.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder from time to time in effect.

**“Existing Credit Facility”** means the \$750,000,000 Credit Agreement, dated as of April 18, 2017, among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, the syndication agent and lenders party thereto and JPMorgan Chase Bank, N.A. and U.S. Bank National Association, as joint lead arrangers and joint bookrunners, as the same may be amended, supplemented, restated or otherwise modified from time to time.

**“Existing Notes”** means, collectively, (a) the Series 2017-A Notes and (b) the Series 2018-A Notes.

**“Facility”** is defined in Section 2.1.

**“Fair Market Value”** means, at any time and with respect to any property, the sale value of such property that would be realized in an arm’s-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

**“Financing Documents”** means, collectively, this Agreement, the Notes, any Subsidiary Guarantee, any Request for Purchase, any Confirmation of Acceptance and all other instruments and documents executed or delivered to or in favor of MetLife or any holder of a Note in connection therewith.

**“Foreign Subsidiary”** means any Subsidiary incorporated or otherwise organized in any jurisdiction outside the United States of America, its territories and possessions.

**“Four Quarter Period”** is defined in Section 10.9.

**“GAAP”** means generally accepted accounting principles as in effect from time to time in the United States of America.

**“Governmental Authority”** means

(a) the government of

(i) the United States of America or any State or other political subdivision of either thereof, or

(ii) any other jurisdiction in which the Company or any Subsidiary conducts all or a material part of its business, or which asserts jurisdiction over any properties of the Company or any Subsidiary, or

(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“**Governmental Official**” means any governmental official or employee, employee of any government-owned or government-controlled entity, political party, any official of a political party, candidate for political office, official of any public international organization or anyone else acting in an official capacity.

“**Group**” means the Company and its Subsidiaries from time to time and “**member of the Group**” means any one of them.

“**Guarantee Obligation**” means, as to any Person (the “**guaranteeing person**”), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “**primary obligations**”) of any other unrelated third Person (the “**primary obligor**”) in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

“**Guaranty**” means, with respect to any Person, any obligation (except the endorsement in the ordinary course of business of negotiable instruments for deposit or collection) of such Person guaranteeing or in effect guaranteeing any indebtedness, dividend or other obligation of any other Person in any manner, whether directly or indirectly, including (without limitation) obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligation or any property constituting security therefor;

(b) to advance or supply funds (i) for the purchase or payment of such indebtedness or obligation, or (ii) to maintain any working capital or other balance sheet condition or any income statement condition of any other Person or otherwise to advance or make available funds for the purchase or payment of such indebtedness or obligation;

(c) to lease properties or to purchase properties or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of any other Person to make payment of the indebtedness or obligation; or

(d) otherwise to assure the owner of such indebtedness or obligation against loss in respect thereof.

In any computation of the indebtedness or other liabilities of the obligor under any Guaranty, the indebtedness or other obligations that are the subject of such Guaranty shall be assumed to be direct obligations of such obligor.

**“Hazardous Material”** means any and all pollutants, toxic or hazardous wastes or other substances that might pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

**“Hedge Treasury Note(s)”** means, with respect to any Accepted Note, the United States Treasury Note or Notes whose duration most closely matches the duration of such Accepted Note.

**“holder”** means, with respect to any Note the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1.

**“Indebtedness”** with respect to any Person means, at any time, without duplication,

(a) its liabilities for borrowed money (including obligations evidenced by notes, bonds, debentures or other similar instruments) and its redemption obligations in respect of mandatorily redeemable Preferred Stock;

(b) its liabilities for the deferred purchase price of property or services acquired by such Person (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) (i) all liabilities appearing on its balance sheet in accordance with GAAP in respect of Capital Leases and (ii) all liabilities which would appear on its balance sheet in accordance with GAAP in respect of Synthetic Leases assuming such Synthetic Leases were accounted for as Capital Leases;

(d) all liabilities for borrowed money secured by any Lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities);

(e) all its liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money);

(f) all indebtedness of such Person, determined in accordance with GAAP, arising out of a Receivables Transaction;

(g) any Guarantee Obligations of such Person;

(h) all obligations of such Person secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation; provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to specified property owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the greater of the Fair Market Value of such property or the net book value of such property; and

(i) for the purposes of determining the outstanding principal amount of Indebtedness for the purposes of Section 11(f) only (except to the extent otherwise included above), all obligations of such Person in respect of Swap Contracts; provided that the "principal amount" of the obligations of such Person in respect of any Swap Contract at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Swap Contract were terminated at such time.

The Indebtedness of any Person shall (A) include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is actually liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not actually liable therefore, and (B) include all obligations of such Person of the character described in clauses (a) through (i) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

**"INHAM Exemption"** is defined in Section 6.2(e).

**"Initial Master Note Agreement"** means that certain Master Note Purchase Agreement, dated April 27, 2012, among the Company, MetLife and the purchasers party thereto, as amended by that certain letter agreement dated as of September 22, 2014.

**"Institutional Investor"** means (a) any Purchaser of a Note, (b) any holder of a Note holding (together with one or more of its affiliates) more than 5.0% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

“**Issuance Period**” is defined in Section 2.2.

“**Lead Purchaser**” means the Purchaser that has agreed to purchase the largest percentage of any Accepted Note, as reflected on the Confirmation of Acceptance.

“**Lien**” means, with respect to any Person, any mortgage, lien, pledge, hypothecation, assignment, deposit arrangement, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or Capital Lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements) or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever.

“**Make-Whole Amount**” is defined in Section 8.6.

“**Material**” means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole.

“**Material Acquisition**” is defined in Section 10.9.

“**Material Adverse Effect**” means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company and its Subsidiaries taken as a whole, or (b) the ability of the Company to perform its obligations under this Agreement and the Notes, or (c) the validity or enforceability of this Agreement or the Notes.

“**MetLife**” is defined in the addressee line to this Agreement.

“**MetLife Affiliate**” means any Affiliate of MetLife. For avoidance of doubt, “MetLife Affiliate” shall include MLIC and any managed account, investment fund or other third party for which MLIC or MLIAC or any MetLife Affiliate acts as investment manager, investment advisor or portfolio manager.

“**MLIAC**” is defined in the addressee line to this Agreement.

“**MLIC**” is defined in the addressee line to this Agreement.

“**Multiemployer Plan**” means any Plan that is a “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA).

“**NAIC**” means the National Association of Insurance Commissioners or any successor thereto.

“**NAIC Annual Statement**” is defined in Section 6.2(a).

**“New York Business Day”** means any day other than a Saturday, a Sunday or a day on which commercial banks in New York are required or authorized to be closed.

**“New York Life Master Note Facility”** means that certain Second Amended and Restated Master Note Facility, dated June 29, 2018, by and among the Company, NYL Investors LLC and the purchasers from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

**“Non-Swapped Note”** means any Note of any Series other than a Swapped Note.

**“Notes”** is defined in Section 1.4.

**“OFAC”** means the Office of Foreign Assets Control of the United States Department of the Treasury.

**“OFAC Sanctions Program”** means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

**“Officer’s Certificate”** means a certificate of a Senior Financial Officer or of any other officer of the Company whose responsibilities extend to the subject matter of such certificate.

**“Optional Subsidiary Guarantee”** is defined in Section 9.8(b).

**“Optional Subsidiary Guarantor”** is defined in Section 9.8(b).

**“Original Closing Date”** means September 15, 2017.

**“Original Master Note Agreement”** is defined in Section 1.1.

**“Original Notes”** is defined in Section 1.1.

**“Original Purchasers”** means, collectively, the Series 2017-A Purchasers and the Series 2018-A Purchasers.

**“Original Series 2017-A Notes”** is defined in Section 1.1.

**“Original Series 2018-A Notes”** is defined in Section 1.1.

**“Overnight Interest Rate”** means with respect to an Accepted Note denominated in a currency other than Dollars, the actual rate of interest, if any, received by the Purchaser which intends to purchase such Accepted Note on the overnight deposit of the funds intended to be used for the purchase of such Accepted Note, it being understood that reasonable efforts will be made by or on behalf of the Purchaser to make any such deposit in an interest bearing account.

**“Participating Member State”** means any member state of the European Community that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic Monetary Union.

“**PBGC**” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or Governmental Authority.

“**Plan**” means an “employee benefit plan” (as defined in section 3(3) of ERISA) subject to Title I of ERISA that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company or any ERISA Affiliate or with respect to which the Company or any ERISA Affiliate may have any liability.

“**Preferred Stock**” means any class of capital stock of a Person that is preferred over any other class of capital stock (or similar equity interests) of such Person as to the payment of dividends or the payment of any amount upon liquidation or dissolution of such Person.

“**Principal Credit Facility**” means any agreement, instrument or facility, and any renewal, refinancing, refunding or replacement thereof, or any two or more of any of the foregoing forming part of a common interrelated financing or other transaction (collectively, a “**Credit Agreement**”) in respect of which any member of the Group is a borrower, guarantor or other obligor, providing for the incurrence of Indebtedness by the Group in an aggregate principal amount equal to or in excess of \$200,000,000 (or the equivalent thereof in any other currency), regardless of the principal amount outstanding thereunder from time to time. Each of the Existing Credit Facility, the Prudential Shelf Agreement and the New York Life Master Note Facility is a Principal Credit Facility.

“**Pro Rata Portion**” means, with respect to a Note and the prepayment of Indebtedness in respect of Section 10.7, the portion of such Note equal to (a) the aggregate amount of the proceeds to be used in the prepayment or repayment of all Indebtedness pursuant to Section 10.7(g) (including the Notes) multiplied by (b) a fraction, the numerator of which is the aggregate principal amount of such Note and the denominator of which is the aggregate principal amount of all such Indebtedness to be prepaid or repaid in accordance with Section 10.7(g).

“**property**” or “**properties**” means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate

“**Prudential Shelf Agreement**,” means that certain Second Amended and Restated Multicurrency Private Shelf Agreement, dated June 29, 2018, by and among the Company, PGIM, Inc., The Prudential Insurance Company of America and the other purchasers from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**PTE**” is defined in Section 6.2(a).

“**Purchaser**” is defined in the addressee line to this Agreement.

“**QPAM Exemption**” is defined in Section 6.2(d).

**“Qualified Institutional Buyer”** means any Person who is a “qualified institutional buyer” within the meaning of such term as set forth in Rule 144A(a)(1) under the Securities Act.

**“Quotation”** shall have the meaning provided in paragraph 2.4.

**“Receivables”** means any accounts receivable of any Person, including, without limitation, any thereof constituting or evidenced by chattel paper, instruments or general intangibles, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

**“Receivables Subsidiary”** means any special purpose, bankruptcy-remote Subsidiary that purchases Receivables generated by the Company or any of its Subsidiaries.

**“Receivables Transaction”** means any transaction or series of transactions providing for the financing of Receivables of the Company or any of its Subsidiaries, involving one or more sales, contributions or other conveyances by the Company or any of its Subsidiaries of its/their Receivables to Receivables Subsidiaries which finance the purchase thereof by means of the incurrence of Indebtedness or otherwise. Notwithstanding anything contained in the foregoing to the contrary: (a) no portion of the Indebtedness (contingent or otherwise) with respect to any Receivables Transactions shall (i) be guaranteed by the Company or any of its Subsidiaries, (ii) involve recourse to the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary), or (iii) require or involve any credit support or credit enhancement from the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary), provided that the Company and its Subsidiaries will be permitted to agree to representations, warranties, covenants and indemnities that are reasonably customary in accounts receivable securitization transactions of the type contemplated (none of which representations, warranties, covenants or indemnities will result in recourse to the Company or any of its Subsidiaries (other than the relevant Receivables Subsidiary) beyond the limited recourse that is reasonably customary in accounts receivable securitization transactions of the type contemplated); and (b) the securitization facility and structure relating to such Receivables Transactions shall be on market terms and conditions customary for Receivables transactions of the type contemplated.

**“Related Fund”** means, with respect to any holder of any Note, any fund or entity that (a) invests in securities or bank loans, and (b) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.

**“Request for Purchase”** is defined in Section 2.3.

**“Required Holders”** means, at any time, the holders of at least 51% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by the Company or any of its Affiliates).

**“Rescheduled Closing Day”** is defined in Section 3.2.

**“Responsible Officer”** means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

“**Restatement Closing**” means the closing of the amendment and restatement of the Original Master Note Agreement and the Original Notes.

“**Restatement Date**” means June 29, 2018.

“**Securities Act**” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

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

“**Series**” is defined in Section 1.4.

“**Series 2017-A Notes**” is defined in Section 1.3(a).

“**Series 2018-A Notes**” is defined in Section 1.3(b).

“**Series 2017-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2017-A Notes.

“**Series 2018-A Purchaser**” means each of the Persons whose names appear on Schedule A attached hereto as a holder of Series 2018-A Notes.

“**Shelf Closing**” means, with respect to any Series of Shelf Notes, the closing of the sale and purchase of such Series of Shelf Notes.

“**Shelf Notes**” is defined in Section 1.4.

“**Significant Subsidiary**” means:

(a) each domestic (i.e., incorporated or organized in the United States or any state or territory thereof; hereinafter, “domestic”) Wholly-Owned Subsidiary formed or acquired by the Company or any direct or indirect Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof), if such Subsidiary or entity, after giving effect to the formation/acquisition of the same, has total assets that exceed five percent of domestic “Consolidated Total Assets,” (hereinafter, the “**Asset Threshold**”) valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter;

(b) each Domestic Subsidiary (whether existing at the date hereof, or formed or acquired after the date hereof) in which the Company or any Subsidiary Guarantor (if any) has, directly or indirectly, a 66.67% or greater but less than 100% ownership interest which becomes or is a Subsidiary if such Subsidiary, after giving effect to the formation/acquisition of the same, has total assets that exceed the Asset Threshold, valued as of the occurrence/closing of such formation/acquisition or as of the last day of any fiscal year thereafter; and

(c) each Subsidiary that is a borrower under the Existing Credit Agreement;

provided that if at any time after the date of this Agreement a Principal Credit Facility provides an Asset Threshold greater than five percent but less than or equal to ten percent, then such Asset Threshold therein shall be deemed incorporated herein.

“**Source**” is defined in Section 6.2.

“**Spin Off**” means the dividend of the Equity Interests of Spinco to Spinco’s stockholders in one or more transactions pursuant to that certain Contribution and Distribution Agreement, dated as of April 20, 2018 (the “**Spinco Contribution and Distribution Agreement**”), by and among the Company, Spinco, Direct Vet Marketing, Inc. (“**DVM**”) and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders.

“**Spin Off Termination**” means the termination or abandonment of that certain Agreement and Plan of Merger, dated as of April 20, 2018 (the “**Spinco Merger Agreement**”), by and among the Company, Spinco, HS Merger Sub, Inc., DVM and Shareholder Representative Services LLC, solely in its capacity as the representative of DVM’s stockholders, pursuant to Section 8.1 thereof prior to the consummation of the Spin Off.

“**Spinco**” means HS Spinco, Inc., a Delaware corporation and a direct, wholly owned Subsidiary of the Company.

“**Spinco Contribution and Distribution Agreement**” is defined within the definition of “Spin Off”.

“**Spinco Merger Agreement**” is defined within the definition of “Spin Off Termination”.

“**State Sanctions List**” means a list that is adopted by any state Governmental Authority within the United States of America pertaining to Persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under U.S. Economic Sanctions Laws.

“**Structuring Fee**” is defined in Section 2.7(a).

“**Subsidiary**” means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of the Company.

“**Subsidiary Guarantee**” means an agreement substantially in the form of the subsidiary guarantee attached hereto as Exhibit 9.8.

“**Subsidiary Guarantor**” means any Additional Subsidiary Guarantor and any Optional Subsidiary Guarantor, in each case which executes and delivers a Subsidiary Guarantee pursuant to the terms hereof.

“**Subsidiary Stock**” means, with respect to any Person, the Equity Interests of any Subsidiary of such Person.

“**SVO**” means the Securities Valuation Office of the NAIC or any successor to such Office.

“**Swap Contract**” means (a) any and all interest rate swap transactions, basis swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward foreign exchange transactions, cap transactions, floor transactions, currency options, spot contracts or any other similar transactions or any of the foregoing (including, without limitation, any options to enter into any of the foregoing), and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement.

“**Swap Termination Value**” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amounts(s) determined as the mark-to-market values(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

“**Swapped Note**” is defined in Section 8.6(b).

“**Synthetic Lease**” means, at any time, any lease (including leases that may be terminated by the lessee at any time) of any property (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee retains or obtains ownership of the property so leased for income tax purposes, other than any such lease under which such Person is the lessor.

“**Tax**” means any tax (whether income, documentary, sales, stamp, registration, issue, capital, property, excise or otherwise), duty, assessment, levy, impost, fee, compulsory loan, charge or withholding.

“**USA Patriot Act**” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

**“U.S. Economic Sanctions Laws”** means those laws, executive orders, enabling legislation or regulations administered and enforced by the United States pursuant to which economic sanctions have been imposed on any Person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

**“Wholly-Owned Subsidiary”** means, at any time, any Subsidiary all of the equity interests (except directors’ qualifying shares) and voting interests of which are owned by any one or more of the Company and the Company’s other Wholly-Owned Subsidiaries at such time.

**[FORM OF SERIES 2017-A NOTE]**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

**HENRY SCHEIN, INC.****3.42% SERIES 2017-A SENIOR NOTE DUE JUNE 16, 2027**

No. 2017-A-[ ]  
 PPN: 806407 D@8  
 ORIGINAL PRINCIPAL AMOUNT:  
 ORIGINAL ISSUE DATE:  
 INTEREST RATE: 3.42%  
 INTEREST PAYMENT PERIOD: SEMI-ANNUALLY IN ARREARS  
 FINAL MATURITY DATE: JUNE 16, 2027  
 PRINCIPAL PREPAYMENT DATES AND AMOUNTS: FINAL MATURITY DATE

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] Dollars on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid), with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable semi-annually, on the 16th day of June and December in each year, commencing with the June 16 or December 16 next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make-Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”, payable semi-annually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in lawful money of the United States of America at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Master Note Purchase Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified

from time to time, the “**Agreement**”), between the Company, Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC and each MetLife Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Agreement and (ii) made the representation set forth in Section 6.2 of the Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Agreement.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(a)-2



deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Agreement and (ii) made the representation set forth in Section 6.2 of the Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Agreement.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_

Name:

Title:

Exhibit 1.3(b)-2

## [FORM OF SHELF NOTE]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAWS AND, ACCORDINGLY, NEITHER MAY BE SOLD NOR OTHERWISE TRANSFERRED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SAID ACT OR SUCH OTHER APPLICABLE LAWS.

## HENRY SCHEIN, INC.

[ ]% SERIES SENIOR NOTE DUE [ ], [ ]

No. [ ]  
 PPN[ ]  
 ORIGINAL PRINCIPAL AMOUNT:  
 ORIGINAL ISSUE DATE:  
 INTEREST RATE:  
 INTEREST PAYMENT PERIOD:  
 FINAL MATURITY DATE:  
 PRINCIPAL PREPAYMENT DATES AND AMOUNTS:

For Value Received, the undersigned, HENRY SCHEIN, INC. (herein called the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [ ], or registered assigns, the principal sum of [ ] [Dollars][Euros][British Pounds][Australian Dollars] [on the Final Maturity Date specified above (or so much thereof as shall not have been prepaid)], payable on the Principal Prepayment Dates and in the amounts specified above, and on the Final Maturity Date specified above in an amount equal to the unpaid balance of the principal hereof,] with interest (computed on the basis of [a 360-day year of twelve 30-day months]<sup>1</sup> [the actual number of days elapsed and a 365-day year]<sup>2</sup>) (a) on the unpaid balance hereof at the Interest Rate per annum specified above, plus any Acquisition Spike in effect at any time, payable [quarterly][semi-annually], on the [ ] day of [ ], [ ], [ ] and [ ] in each year, commencing with the [ ], [ ], [ ] or [ ] next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default, on such unpaid balance and on any overdue payment of any Make-Whole Amount, at a rate per annum (the “**Default Rate**”) from time to time equal to the greater of (i) 2% over the Interest Rate specified above or (ii) 2% over [the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its “base” or “prime rate”]<sup>3</sup> [EONIA]<sup>4</sup>, payable [quarterly][semi-annually] as aforesaid (or, at the option of the registered holder hereof, on demand).

- <sup>1</sup> Use for Notes denominated in Dollars, Euros or Australian Dollars.  
<sup>2</sup> Use for Notes denominated in British Pounds.  
<sup>3</sup> Use for Notes denominated in Dollars, British Pounds or Australian Dollars.  
<sup>4</sup> Use for Notes denominated in Euros.

Payments of principal of, interest on and any Make-Whole Amount with respect to this Note are to be made in [lawful money of the United States of America] [the single currency of the European Union] [lawful money of the United Kingdom] [lawful money of Australia] at the principal office of JPMorgan Chase Bank, N.A. in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Shelf Agreement referred to below.

This Note is one of a series of Senior Notes (herein called the “**Notes**”) issued pursuant to the Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 (as from time to time amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), between the Company, Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC and each MetLife Affiliate which becomes a party thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have (i) agreed to the confidentiality provisions set forth in Section 20 of the Agreement and (ii) made the representation set forth in Section 6.2 of the Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Agreement.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder’s attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

[The Company will make required prepayments of principal on the dates and in the amounts specified above and in the Agreement.] [This Note is [also] subject to [optional] prepayment, in whole or from time to time in part, at the times and on the terms specified in the Agreement, but not otherwise.] [This Note is not subject to prepayment.]

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Agreement.

This Note shall be construed and enforced in accordance with, and the rights of the Company and the holder of this Note shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

HENRY SCHEIN, INC.

By \_\_\_\_\_  
Name:  
Title:

Exhibit 1.4-2

**[FORM OF ]REQUEST FOR PURCHASE****HENRY SCHEIN, INC.****MASTER NOTE PURCHASE AGREEMENT**

Reference is made to the Second Amended and Restated Multicurrency Master Note Purchase Agreement dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (together “**MetLife**”) and each MetLife Affiliate which becomes party thereto, on the other hand. Capitalized terms used and not otherwise defined herein shall have the respective meanings specified in the Agreement.

Pursuant to Section 2.3 of the Agreement, the Company hereby makes the following Request for Purchase:

1. Currency: [Dollars/Euros/British Pounds/Australian Dollars]
2. Aggregate principal amount of the Shelf Notes covered hereby (the “**Notes**”): [\$][€][£][A\$]
3. Interest Rate: [•]%
4. Interest Payment Period: [Quarterly][Semi-annually]
5. Individual specifications of the Notes:

Principal Final Principal Amount	Prepayment Maturity Date	Dates and Amounts
---	--------------------------------	----------------------

6. Use of proceeds of the Notes:
7. Proposed day for the closing of the purchase and sale of the Notes:
8. The purchase price of the Notes is to be transferred to:

Name and Address  
and ABA Routing Number of

   For any Request for Purchase, the minimum aggregate principal amount is \$10,000,000 (or its equivalent in the Available Currency).

Exhibit 2-1

Number of Bank Account

9. The Company certifies that (a) [except as set forth on Exhibit A hereto,] all of the representations and warranties contained in Section 5 of the Agreement are true on and as of the date of this Request for Purchase (except with respect to Section 5.8 of the Shelf Agreement, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to MetLife and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date when such representation and warranty is made) and (b) on the date of this Request for Purchase no Default or Event of Default has occurred and is continuing.

Dated: [•] 20[•]

**Henry Schein, Inc.**

By: \_\_\_\_\_  
Authorized Officer

Exhibit 2-2

EXHIBIT A

SUPPLEMENTAL REPRESENTATIONS

The Section references hereinafter set forth correspond to the similar sections of the Agreement which are supplemented hereby:

Exhibit 2-3

## [FORM OF ]CONFIRMATION OF ACCEPTANCE

HENRY SCHEIN, INC.

## MASTER NOTE PURCHASE AGREEMENT

Reference is made to the Second Amended and Restated Multicurrency Master Note Purchase Agreement dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (together “**MetLife**”) and each MetLife Affiliate which becomes party thereto, on the other hand. All terms used herein that are defined in the Agreement have the respective meanings specified in the Agreement.

MetLife or the MetLife Affiliate which is named below as a Purchaser of Shelf Notes hereby confirms the representations as to such Shelf Notes set forth in Section 6 of the Agreement, and agrees to be bound by the provisions of the Agreement applicable to the Purchasers or holders of the Notes.

Pursuant to Section 2.5 of the Agreement, an Acceptance with respect to the following Accepted Notes is hereby confirmed:

I. Accepted Notes: Aggregate principal amount [\$][€][£][A\$][•]

- (A) (a) Name of Purchaser:  
 (b) Principal amount:  
 (c) Final maturity date:  
 (d) Principal prepayment dates and amounts:  
 (e) Interest rate:  
 (f) Interest payment period: [quarterly][semi-annually] in arrears  
 (g) Payment and notice instructions: As set forth on attached Purchaser Schedule
- (B) (a) Name of Purchaser:  
 (b) Principal amount:  
 (c) Final maturity date:  
 (d) Principal prepayment dates and amounts:  
 (e) Interest rate:

Exhibit 3-1

(f) Interest payment period: [quarterly][semi-annually] in arrears

(g) Payment and notice instructions: as set forth on attached Purchaser Schedule

[(C), (D)..... same information as above.]

II. Closing Day: [•], 20[•].

HENRY SCHEIN, INC.

By: \_\_\_\_\_

Name:

Title:

Dated:

[                    ].

By: \_\_\_\_\_

Name:

Title:

[ATTACH PURCHASER SCHEDULES]

**FORM OF OFFICER'S CERTIFICATE  
OF  
HENRY SCHEIN, INC.**

I, [ ], hereby certify that I am the [ ] of **Henry Schein, Inc.**, a Delaware corporation (the "**Company**"), and that, as such, I have access to the Company's records and am familiar with the matters herein certified, and I am authorized to execute and deliver this Certificate in the name and on behalf of the Company, and I further certify as follows.

1. This Certificate is being delivered pursuant to Section 4.3(a) of that certain Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), by and among the Company, Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC, and each MetLife Affiliate which becomes party thereto. The terms used in this certificate and not defined herein have the respective meanings specified in the Agreement.

2. The representations and warranties of the Company in Section 5 of the Agreement are correct in all material respects on and as of the date hereof (except with respect to Section 5.8 of the Shelf Agreement, as disclosed in the Company's Quarterly Report on Form 10-Q or in the Company's Annual Report on Form 10-K most recently filed with the Securities and Exchange Commission and provided to MetLife and each holder of Notes that is an Institutional Investor at least five Business Days prior to the date of such officer's certificate) [(except to the extent of changes caused by the transactions herein contemplated)].

3. The Company has performed and complied in all material respects with all covenants and conditions contained in the Agreement required to be performed or complied with by it prior to or at the Closing.

4. After giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by the Request for Purchase relating to such Notes) no Default or Event of Default shall have occurred and be continuing.

5. Except as otherwise permitted pursuant to Section 10.2 of the Agreement, the Company has not (a) changed its jurisdiction of incorporation or organization; or (b) been a party to any merger or consolidation or succeeded to all or any substantial part of the liabilities of any other entity prior to the Restatement Date, at any time following the date of the most recent financial statements referred to in Section 5.5 of the Agreement.

Exhibit 4.3(a)-1

I have executed this Certificate in the name and on the behalf of the Company on

, 20 .

By: \_\_\_\_\_  
Name:

Exhibit 4.3(a)-2

**FORM OF SECRETARY'S CERTIFICATE  
OF  
HENRY SCHEIN, INC.**

I, [ ], hereby certify that I am the duly elected, qualified and acting [Secretary][Assistant Secretary] of **Henry Schein, Inc.**, a Delaware corporation (the "**Company**"), and that, as such, I have access to its corporate records and am familiar with the matters herein certified, and I am authorized to execute and deliver this certificate in the name and on behalf of the Company, and further certify in my capacity as such officer as follows. This certificate is being delivered pursuant to Section 4.3(b) of that certain Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), by and among the Company and Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (together "**MetLife**") and each MetLife Affiliate which becomes party thereto. The terms used in this certificate and not defined herein have the respective meanings specified in the Agreement.

1. (a) The Company is a company duly incorporated and validly existing under the laws of Delaware; (b) no petition has been presented nor order made by a court for the bankruptcy or suspension of payments of the Company and no resolution has been passed to voluntarily dissolve, merge or de-merge the Company; and (c) no receiver, administrator or similar officer has been appointed in respect of the Company or its assets.
2. Attached hereto as Exhibit A is a true and correct copy of the resolutions of the Board of Directors of the Company, relating to the Agreement and the transactions contemplated therein, duly adopted on [ ] at which a quorum was present and acting throughout. Such resolutions are in full force and effect on and as of the date hereof, not having been amended, revoked or rescinded, and such resolutions are filed with the records of the Board of Directors of the Company.
3. The Series [ ] Senior Notes were executed and delivered by the Company pursuant to and in accordance with the resolutions set forth in Exhibit A hereto.
4. [Attached hereto as Exhibit B is a true, correct and complete copy of the Certificate of Incorporation of the Company (together with amendments thereto), in full force and effect on and as of the date hereof, and prior to such date, inclusive, without any further modifications or amendments in any respect.] [The Certificate of Incorporation of the Company in the forms provided to [MetLife] on [ ], 20[ ] have been in full force and effect from such date to and including the date hereof, without any further modifications or amendments in any respect.]

Exhibit 4.3(b)-1

5. [Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws of the Company (together with amendments thereto), in full force and effect on and as of the date hereof, and prior to such date, inclusive, without any further modifications or amendments in any respect.] [The Bylaws of the Company in the forms provided to [MetLife] on [ ], 20[ ] have been in full force and effect from such date to and including the date hereof, without any further modifications or amendments in any respect.]
6. [Attached hereto as Exhibit D is the name, title and a copy of the specimen signature of each representative of the Company executing documents in connection with the Agreement. The specimen signature appearing opposite the name of each such person on Exhibit D is a copy of his or her genuine signature.][There has been no change to the name, title and specimen signature of certain persons authorized by the Company to execute documents on behalf of the Company in connection with the Agreement since [ ], the date of the delivery of a Secretary's Certificate to [MetLife and the Series 2017-A Purchasers], and the signature appearing opposite the name of each such person, in each case, as provided to [MetLife and the Series 2017-A Purchasers] as of [ ] is his or her genuine signature.]

Exhibit 4.3(b)-2

IN WITNESS WHEREOF, I have affixed hereto my signature this      day of [      ], 20[      ].

By: \_\_\_\_\_  
Name:  
Title: [Secretary][Assistant Secretary]

I, \_\_\_\_\_, of the Company, hereby certify that the signature above of \_\_\_\_\_, [Secretary][Assistant Secretary] of the Company is [his/her] genuine signature.

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 4.3(b)-3

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**Exhibit A**  
**Resolutions of the Board of Directors of the Company**

Exhibit 4.3(b)-4

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**Exhibit B**  
**Certificate of Incorporation of the Company**

Exhibit 4.3(b)-5

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**Exhibit C**  
**Bylaws of the Company**

Exhibit 4.3(b)-6

**Exhibit D**  
**Incumbency Certificate of the Company**

TITLE

NAME OF OFFICER

SIGNATURE OF OFFICER

_____	_____	_____
_____	_____	_____
_____	_____	_____

Exhibit 4.3(b)-7

## [FORM OF OPINION OF SPECIAL COUNSEL TO THE COMPANY]

The following opinions are to be provided by special counsel for the Company, subject to customary assumptions, definitions, limitations and qualifications. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that certain Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 (the “**Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (together “**MetLife**”) and each MetLife Affiliate which becomes party thereto, on the other hand.

The Company (i) is a company duly incorporated and validly existing under the laws of Delaware and (ii) has the corporate power and authority to execute and deliver the Agreement and the Notes, to perform the provisions thereof, and to conduct its business as, to such counsel’s knowledge, is currently conducted.

[Each Subsidiary Guarantor (i) is a [•]<sup>1</sup> duly [incorporated][formed] and validly existing under the laws of its jurisdiction of organization and (ii) has all requisite [•]<sup>2</sup> power and authority to execute and deliver its Subsidiary Guarantee and to perform the provisions thereof.]<sup>3</sup>

The Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

The Notes issued on the Closing Date with respect to which the opinion is being delivered, have been duly authorized, executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Each Subsidiary Guarantee executed on the Closing Day with respect to which the opinion is being delivered, has been duly authorized, executed and delivered by the applicable Subsidiary Guarantor and constitutes a legal, valid and binding agreement of that Subsidiary Guarantor, enforceable against that Subsidiary Guarantor in accordance with its terms.

Assuming the accuracy of the representations and warranties of the Purchasers in Section 6 of the Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein), no consent, approval or authorization of, or registration, filing or declaration with, any federal or New York court or governmental agency, body or authority or administrative agency, or with any Delaware court or arbitrator or governmental or regulatory authority in each case pursuant to the DGCL by the Company or any Subsidiary Guarantor is required in connection with the execution, delivery or performance by the Company of the Agreement or the Notes or in connection with the execution, delivery or performance by any Subsidiary Guarantor of its Subsidiary Guarantee except such as have been or will be obtained and made on or prior to the Closing Date.

<sup>1</sup> Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

<sup>2</sup> Insert appropriate range of entities (e.g. corporation, limited liability company, etc.).

<sup>3</sup> Opinion regarding Subsidiary Guarantors will be limited to only those Subsidiary Guarantors at such Closing Date organized in a jurisdiction in which Proskauer is admitted to practice. Any Subsidiary Guarantor not addressed by such opinion shall, upon request by the Required Holders, be delivered by the Company’s local counsel authorized to practice in the jurisdiction of organization of such Subsidiary Guarantor.

No (i) registration under the Securities Act of 1933, as amended, of the Notes or the Subsidiary Guarantees thereof or (ii) qualification of an indenture in respect of the Notes under the Trust Indenture Act of 1939, as amended, is required for the offering, sale and delivery of the Notes purchased by the Purchaser as contemplated by the Agreement, assuming (a) the accuracy of the Purchaser's representations contained in Section 6 of the Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein) and (b) the accuracy of the Company's representations in Section 5 of the Agreement (and, for this purpose, excluding any materiality or other similar qualifications set forth therein).

The execution, delivery and performance by the Company of the Agreement and the Notes and the execution, delivery and performance by the Subsidiary Guarantors of their Subsidiary Guarantees do not and will not (i) breach any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease or other agreement or instrument listed on Annex B<sup>4</sup> to such opinion, (ii) violate the provisions of the Charter or By-laws of the Company or (iii) violate the laws of the State of New York, the Delaware General Corporation Law or any federal statute, rule or regulation of the United States of America or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority known to such counsel, applicable to the Company.

The Company is not an "investment company" or, to the knowledge of such counsel, a Person "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Neither the issuance and sale of the Notes and the Subsidiary Guarantees, on the Closing Date with respect to which the opinion is being delivered, nor the application of the proceeds thereof by the Company in a manner consistent with the requirements of the Note Purchase Agreement will violate Regulation T, U or X of the Board of Governors of the United States Federal Reserve System, 12 CFR, Part 220, Part 221 and Part 224, respectively.

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<sup>4</sup> Such Annex B to include, among other things, each Principal Credit Facility and each other agreement for material Indebtedness of the Company and any of its Subsidiaries.

**[FORM OF OPINION OF SPECIAL COUNSEL TO THE PURCHASERS]**

The following opinions are to be provided by special counsel to the Purchasers, subject to customary assumptions, limitations and qualifications. All capitalized terms used herein without definition shall have the meanings ascribed thereto in that Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 (the “**Agreement**”), between Henry Schein, Inc. (the “**Company**”), on the one hand, and Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (“**MetLife**”) and each MetLife Affiliate which becomes party thereto, on the other hand.

Each of the Agreement, the Request for Purchase, the Confirmation of Acceptance and the Notes constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms. Each Subsidiary Guarantee constitutes a legal, valid and binding obligation of the respective Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms.

No consents, approvals or authorizations of Governmental Authorities of the State of New York or the United States of America are required under the laws of the United States of America or the State of New York on behalf of the Company or any Subsidiary Guarantor in connection with (a) the execution and delivery by the Company or any Subsidiary Guarantor of the documents to which it is a party, or (b) the offer, issuance, sale and delivery of the Notes by the Company.

Each Chosen-Law Provision is enforceable in accordance with New York General Obligations Law section 5-1401, as applied by a New York State court or a federal court sitting in New York and applying New York choice of law principles.

Under the circumstances contemplated by the Agreement, the Request for Purchase, the Confirmation of Acceptance and the Notes, it is not necessary to register the offer and sale of the Notes or the Subsidiary Guarantees under the Securities Act of 1933, as amended, or to qualify an indenture in respect of the issuance of the Notes under the Trust Indenture Act of 1939, as amended.

Exhibit 4.4(b)-1

## FORM OF CONFIRMATION OF SUBSIDIARY GUARANTEE

Reference is made to the several Subsidiary Guarantees made by each of the undersigned (each a “**Subsidiary Guarantor**”) in favor of the holders of the Shelf Notes described therein (each as amended, restated, supplemented or otherwise modified from time to time, a “**Subsidiary Guarantee**” and collectively, the “**Subsidiary Guarantees**”).

Notwithstanding that such consent is not required under the Subsidiary Guarantees, each of the Subsidiary Guarantors hereby consents to the execution and issue by the Company of its [%] Series [•] Senior Notes, due [•] (the “**Series [•] Notes**”) pursuant to the Second Amended and Restated Multicurrency Master Note Purchase Agreement, dated as of June 29, 2018 between Henry Schein, Inc., on the one hand, and Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC and each MetLife Affiliate which becomes party thereto, on the other hand (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), which Series [•] Notes will be guaranteed by such Subsidiary Guarantor under its Subsidiary Guarantee. As a material inducement to the Purchasers of the Series [•] Notes to consummate the purchase of the Series [•] Notes under the Agreement, each of the Subsidiary Guarantors respectively (i) acknowledges and confirms the continuing existence, validity and effectiveness of its Subsidiary Guarantee, including, without limitation, with respect to the Series [•] Notes, and (ii) agrees that the issuance of the Series [•] Notes shall not in any way release, diminish, impair or reduce its obligations under its Subsidiary Guarantee.

Terms used herein that are defined in the Agreement and are not otherwise defined herein shall have the meanings given in the Agreement.

[SUBSIDIARY GUARANTORS]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 4.10-1

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[FORM OF] SUBSIDIARY GUARANTEE

Dated as of [•], 20[•]

of

[Name of SUBSIDIARY GUARANTOR]

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Exhibit 9.8-1

## SUBSIDIARY GUARANTEE

THIS SUBSIDIARY GUARANTEE, dated as of [•], 20[•] (this “**Guarantee Agreement**”), is made by [•], a [•]<sup>1</sup> (the “**Guarantor**”) in favor of the Purchasers (as defined below) and the other holders from time to time of the Notes (as defined below). The Purchasers and such other holders are herein collectively called the “**holders**” and individually a “**holder**.”

### PRELIMINARY STATEMENTS:

I. Henry Schein, Inc., a Delaware corporation (the “**Company**”), has entered into a Second Amended and Restated Multicurrency Master Note Purchase Agreement dated as of June 29, 2018 (as amended, modified, supplemented or restated from time to time, the “**Agreement**”) with Metropolitan Life Insurance Company, MetLife Investment Advisors Company, LLC (together, “**MetLife**”) and each MetLife Affiliate which becomes a party thereto from time to time. Capitalized terms used herein have the meanings specified in the Agreement unless otherwise defined herein.

II. The Agreement provides for, among other things, (i) the issue and sale to the Series 2017-A Purchasers of the Company’s 3.42% Series 2017-A Senior Notes due June 16, 2027, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2017-A Notes**”), (ii) the issue and sale to the Series 2018-A Purchasers of the Company’s 3.32% Series 2018-A Senior Notes due January 2, 2028, in the original aggregate principal amount of \$50,000,000 (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Series 2018-A Notes**”), and (iii) the issue and sale from time to time of additional senior promissory notes of the Company in the aggregate principal amount from time to time provided for therein (together with any and all other notes for which such notes, or any successor notes, may be substituted or exchanged, all as may be amended, restated, replaced or otherwise modified from time to time, the “**Shelf Notes**” and, together with the Series 2017-A Notes and the Series 2018-A Notes, collectively, the “**Notes**”).

III. Pursuant to the Agreement, the Company is required or has chosen to cause the Guarantor to deliver this Guarantee Agreement to the holders.

IV. The Guarantor has received and will receive direct and indirect benefits from the financing arrangements contemplated by the Agreement. The [Board of Directors] of the Guarantor has determined that the incurrence of such obligations is in the best interests of the Guarantor.

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<sup>1</sup> Insert appropriate form of entity (e.g. corporation, limited liability company, etc.).

NOW THEREFORE, in compliance with the Agreement, and in consideration of, the execution and delivery of the Agreement and the purchase of the Notes by each of the Purchasers, the Guarantor hereby covenants and agrees with, and represents and warrants to each of the holders as follows:

**1. GUARANTEE; INDEMNITY.**

**1.1 GUARANTEE.** The Guarantor hereby irrevocably and unconditionally guarantees to each holder, the due and punctual payment in full of (a) the principal of, Make-Whole Amount, if any, and interest on (including, without limitation, any Acquisition Spike and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), and any other amounts due under, the Notes when and as the same shall become due and payable (whether at stated maturity or by required or optional prepayment or by acceleration or otherwise) and (b) any other sums which may become due under the terms and provisions of the Notes, the Agreement or any other instrument referred to therein (all such obligations described in clauses (a) and (b) above are herein called the **“Guaranteed Obligations”**). The guarantee in the preceding sentence is an absolute, present and continuing guarantee of payment and not of collectability and is in no way conditional or contingent upon any attempt to collect from the Company or any other guarantor of the Notes or upon any other action, occurrence or circumstance whatsoever. In the event that the Company shall fail so to pay any of such Guaranteed Obligations, the Guarantor agrees to pay the same when due to the holders entitled thereto, without demand, presentment, protest or notice of any kind, in lawful money of the United States of America, pursuant to the requirements for payment specified in the Notes and the Agreement. Each default in payment of any of the Guaranteed Obligations shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. The Guarantor agrees that the Notes issued in connection with the Agreement may (but need not) make reference to this Guarantee Agreement.

The Guarantor agrees to pay and to indemnify and save each holder harmless from and against any damage, loss, cost or expense (including attorneys' fees) which such holder may incur or be subject to as a consequence, direct or indirect, of (x) any breach by the Guarantor or by the Company of any warranty, covenant, term or condition in, or the occurrence of any default under, this Guarantee Agreement, the Notes, the Agreement or any other instrument referred to therein, together with all expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default, (y) any legal action commenced to challenge the validity or enforceability of this Guarantee Agreement, the Notes, the Agreement or any other instrument referred to therein and (z) enforcing or defending (or determining whether or how to enforce or defend) the provisions of this Guarantee Agreement.

The Guarantor hereby acknowledges and agrees that the Guarantor's liability hereunder is joint and several with any other Person(s) who may guarantee the obligations and Indebtedness under and in respect of the Notes and the Agreement.

Exhibit 9.8-3

Notwithstanding the foregoing provisions or any other provision of this Guarantee Agreement, the holders (by their acceptance of any Note) and the Guarantor hereby agree that if at any time the Guaranteed Obligations exceed the Maximum Guaranteed Amount determined as of such time with regard to the Guarantor, then this Guarantee Agreement shall be automatically amended to reduce the Guaranteed Obligations to the Maximum Guaranteed Amount. Such amendment shall not require the written consent of the Guarantor or any holder and shall be deemed to have been automatically consented to by the Guarantor and each holder. The Guarantor agrees that the Guaranteed Obligations may at any time exceed the Maximum Guaranteed Amount without affecting or impairing the obligation of the Guarantor. **“Maximum Guaranteed Amount”** means as of the date of determination with respect to the Guarantor, the lesser of (a) the amount of the Guaranteed Obligations outstanding on such date and (b) the maximum amount that would not render the Guarantor’s liability under this Guarantee Agreement subject to avoidance under Section 548 of the United States Bankruptcy Code (or any successor provision) or any comparable provision of applicable state law.

**1.2 INDEMNITY.** The Guarantor hereby further agrees that if, for any reason, any amount claimed by a holder of the Notes under this Guarantee Agreement is not recoverable on the basis of a guarantee, it will be liable as a principal debtor and primary obligor to indemnify that holder of the Notes against any cost, loss or liability it incurs as a result of the Company not paying any amount expressed to be payable by it under the Notes, the Agreement or otherwise on the date when it is expressed to be due. The amount payable by the Guarantor under this Section 1.2 will not exceed the amount it would have had to pay under Section 1.1 if the amount claimed had been recoverable on the basis of a guarantee.

## **2. OBLIGATIONS ABSOLUTE.**

The obligations of the Guarantor hereunder shall be primary, absolute, irrevocable and unconditional, irrespective of the validity or enforceability of the Notes, the Agreement or any other instrument referred to therein, shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim the Guarantor may have against the Company or any holder or otherwise, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not the Guarantor shall have any knowledge or notice thereof), including, without limitation: (a) any amendment to, modification of, supplement to or restatement of the Notes, the Agreement or any other instrument referred to therein (it being agreed that the obligations of the Guarantor hereunder shall apply to the Notes, the Agreement or any such other instrument as so amended, modified, supplemented or restated) or any assignment or transfer of any thereof or of any interest therein, or any furnishing, acceptance or release of any security for the Notes; (b) any waiver, consent, extension, indulgence or other action or inaction under or in respect of the Notes, the Agreement or any other instrument referred to therein; (c) any bankruptcy, insolvency, arrangement, reorganization, readjustment, composition, liquidation or similar proceeding with respect to the Company or its property; (d) any merger, amalgamation or consolidation of the Guarantor or of the

Company into or with any other Person or any sale, lease or transfer of any or all of the assets of the Guarantor or of the Company to any Person; (e) any failure on the part of the Company for any reason to comply with or perform any of the terms of any other agreement with the Guarantor; (f) any failure on the part of any holder to obtain, maintain, register or otherwise perfect any security; or (g) any other event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (whether or not similar to the foregoing), and in any event however material or prejudicial it may be to the Guarantor or to any subrogation, contribution or reimbursement rights the Guarantor may otherwise have. The Guarantor covenants that its obligations hereunder will not be discharged except by indefeasible payment in full in cash of all of the Guaranteed Obligations and all other obligations hereunder.

### **3. WAIVER.**

The Guarantor unconditionally waives to the fullest extent permitted by law, (a) notice of acceptance hereof, of any action taken or omitted in reliance hereon and of any default by the Company in the payment of any amounts due under the Notes, the Agreement or any other instrument referred to therein, and of any of the matters referred to in Section 2 hereof, (b) all notices which may be required by statute, rule of law or otherwise to preserve any of the rights of any holder against the Guarantor, including, without limitation, presentment to or demand for payment from the Company or the Guarantor with respect to any Note, notice to the Company or to the Guarantor of default or protest for nonpayment or dishonor and the filing of claims with a court in the event of the bankruptcy of the Company, (c) any right to require any holder to enforce, assert or exercise any right, power or remedy including, without limitation, any right, power or remedy conferred in the Agreement or the Notes, (d) any requirement for diligence on the part of any holder and (e) any other act or omission or thing or delay in doing any other act or thing which might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a discharge of the Guarantor or in any manner lessen the obligations of the Guarantor hereunder.

### **4. OBLIGATIONS UNIMPAIRED.**

The Guarantor authorizes the holders, without notice or demand to the Guarantor and without affecting its obligations hereunder, from time to time: (a) to renew, compromise, extend, accelerate or otherwise change the time for payment of, all or any part of the Notes, the Agreement or any other instrument referred to therein; (b) to change any of the representations, covenants, events of default or any other terms or conditions of or pertaining to the Notes, the Agreement or any other instrument referred to therein, including, without limitation, decreases or increases in amounts of principal, rates of interest, the Make-Whole Amount or any other obligation; (c) to take and hold security for the payment of the Notes, the Agreement or any other instrument referred to therein, for the performance of this Guarantee Agreement or otherwise for the Indebtedness guaranteed hereby and to exchange, enforce, waive, subordinate and release any such security; (d) to apply any such security and to direct the order or manner of sale thereof as the holders in their sole discretion may determine; (e) to obtain additional or substitute

endorsers or guarantors; (f) to exercise or refrain from exercising any rights against the Company and others; and (g) to apply any sums, by whomsoever paid or however realized, to the payment of the Guaranteed Obligations and all other obligations owed hereunder. The holders shall have no obligation to proceed against any additional or substitute endorsers or guarantors or to pursue or exhaust any security provided by the Company, the Guarantor or any other Person or to pursue any other remedy available to the holders.

If an event permitting the acceleration of the maturity of the principal amount of any Notes shall exist and such acceleration shall at such time be prevented or the right of any holder to receive any payment on account of the Guaranteed Obligations shall at such time be delayed or otherwise affected by reason of the pendency against the Company, the Guarantor or any other guarantors of a case or proceeding under a bankruptcy or insolvency law, the Guarantor agrees that, for purposes of this Guarantee Agreement and its obligations hereunder, the maturity of such principal amount shall be deemed to have been accelerated with the same effect as if the holder thereof had accelerated the same in accordance with the terms of the Agreement, and the Guarantor shall forthwith pay such accelerated Guaranteed Obligations.

## **5. SUBROGATION AND SUBORDINATION.**

(a) The Guarantor will not exercise any rights which it may have acquired by way of subrogation under this Guarantee Agreement, by any payment made hereunder or otherwise, or accept any payment on account of such subrogation rights, or any rights of reimbursement, contribution or indemnity or any rights or recourse to any security for the Notes or this Guarantee Agreement unless and until all of the Guaranteed Obligations shall have been indefeasibly paid in full in cash.

(b) The Guarantor hereby subordinates the payment of all Indebtedness and other obligations of the Company or any other guarantor of the Guaranteed Obligations owing to the Guarantor, whether now existing or hereafter arising, including, without limitation, all rights and claims described in clause (a) of this Section 5, to the indefeasible payment in full in cash of all of the Guaranteed Obligations. If the Required Holders so request, any such Indebtedness or other obligations shall be enforced and performance received by the Guarantor as trustee for the holders and the proceeds thereof shall be paid over to the holders promptly, in the form received (together with any necessary endorsements) to be applied to the Guaranteed Obligations, whether matured or unmatured, as may be directed by the Required Holders, but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee Agreement.

(c) If any amount or other payment is made to or accepted by the Guarantor in violation of any of the preceding clauses (a) and (b) of this Section 5, such amount shall be deemed to have been paid to the Guarantor for the benefit of, and held in trust for the benefit of, the holders and shall be paid over to the holders promptly, in the form received (together with any necessary endorsements) to be applied to the Guaranteed Obligations, whether matured or unmatured, as may be directed by the Required Holders, but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee Agreement.

(d) The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Agreement and that its agreements set forth in this Guarantee Agreement (including this Section 5) are knowingly made in contemplation of such benefits.

## 6. REINSTATEMENT OF GUARANTEE.

This Guarantee Agreement shall continue to be effective, or be reinstated, as the case may be, if and to the extent at any time payment, in whole or in part, of any of the sums due to any holder on account of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by a holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any other guarantors, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Company or any other guarantors or any part of its or their property, or otherwise, all as though such payments had not been made.

## 7. RANK OF GUARANTEE.

The Guarantor will ensure that its payment obligations under this Guarantee Agreement will at all times rank at least *pari passu*, without preference or priority, with all other unsecured and unsubordinated Indebtedness of the Guarantor now or hereafter existing.

## 8. REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR.

The Guarantor represents and warrants to each holder as follows:

**8.1 ORGANIZATION; POWER AND AUTHORITY.** The Guarantor is a [•], duly organized, validly existing and in good standing under the laws of its jurisdiction of [•], and is duly qualified as a foreign [•], where legally applicable, and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Guarantor has the [•]<sup>2</sup> power and authority, in all material respects, to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts, to execute and deliver this Guarantee Agreement and to perform the provisions hereof.

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<sup>2</sup> Insert appropriate form of action (e.g. corporate, limited liability company, etc.).

**8.2 AUTHORIZATION, ETC.** This Guarantee Agreement has been duly authorized by all necessary [•] action on the part of the Guarantor, and this Guarantee Agreement constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**8.3 COMPLIANCE WITH LAWS, OTHER INSTRUMENTS, ETC.** The execution, delivery and performance by the Guarantor of this Guarantee Agreement will not

(a) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Guarantor or any of its Subsidiaries under, (i) the organizational documents of the Guarantor or (ii) any Material indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or any other Material agreement or instrument to which the Guarantor or any of its Subsidiaries is bound or by which the Guarantor or any of its Subsidiaries or any of their respective properties may be bound or affected;

(b) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to the Guarantor or any of its Subsidiaries;

(c) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Guarantor or any of its Subsidiaries;

except for any such contravention, breach, default, creation of a Lien, conflict or violation described in any of clauses (b), and (c) above which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

**“Governmental Authority”** means (x) the government of (i) the United States of America or any State or other political subdivision thereof, or (ii) any other jurisdiction in which the Guarantor or any of its Subsidiaries conducts all or a material part of its business, or which asserts jurisdiction over any properties of the Guarantor or any of its Subsidiaries, or (y) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

**8.4 GOVERNMENTAL AUTHORIZATIONS, ETC.** No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Guarantor of this Guarantee Agreement.

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<sup>3</sup> See preceding Note.

**8.5 INFORMATION REGARDING THE COMPANY.** The Guarantor now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Company. No holder shall have any duty or responsibility to provide the Guarantor with any credit or other information concerning the affairs, financial condition or business of the Company which may come into possession of the holders. The Guarantor has executed and delivered this Guarantee Agreement without reliance upon any representation by the holders including, without limitation, with respect to (a) the due execution, validity, effectiveness or enforceability of any instrument, document or agreement evidencing or relating to any of the Guaranteed Obligations or any loan or other financial accommodation made or granted to the Company, (b) the validity, genuineness, enforceability, existence, value or sufficiency of any property securing any of the Guaranteed Obligations or the creation, perfection or priority of any lien or security interest in such property or (c) the existence, number, financial condition or creditworthiness of other guarantors or sureties, if any, with respect to any of the Guaranteed Obligations.

**8.6 SOLVENCY.** Upon the execution and delivery hereof, the Guarantor will be solvent, will be able to pay its debts as they mature, and will have capital sufficient to carry on its business.

**8.7 PARI PASSU.** All obligations and liabilities of the Guarantor under this Guarantee Agreement will rank in right of payment at least *pari passu* without preference or priority with all other outstanding unsecured and unsubordinated present Indebtedness of the Guarantor.

**9. TERM OF GUARANTEE AGREEMENT.**

This Guarantee Agreement and all guarantees, covenants and agreements of the Guarantor contained herein shall continue in full force and effect and shall not be discharged until such time as all of the Guaranteed Obligations and all other obligations hereunder shall be indefeasibly paid in full in cash and the Issuance Period under the Agreement shall have expired or otherwise terminated and shall be subject to reinstatement pursuant to Section 6; provided that this Guarantee Agreement may be terminated in accordance with, and pursuant to, Section 9.8(d) or Section 9.8(e) of the Agreement.

**10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.**

All representations and warranties contained herein shall survive the execution and delivery of this Guarantee Agreement and may be relied upon by any subsequent holder, regardless of any investigation made at any time by or on behalf of any Purchaser or any other holder. All statements contained in any certificate or other instrument delivered by or on behalf of the Guarantor pursuant to this Guarantee Agreement shall be deemed representations and warranties of the Guarantor under this Guarantee Agreement. Subject to the preceding sentence, this Guarantee Agreement embodies the entire agreement and understanding between each holder and the Guarantor and supersedes all prior agreements and understandings relating to the subject matter hereof.

## 11. AMENDMENT AND WAIVER.

**11.1 REQUIREMENTS.** Except as otherwise provided in the fourth paragraph of Section 1.1 of this Guarantee Agreement, this Guarantee Agreement may be amended, and the observance of any term hereof may be waived (either retroactively or prospectively), with (and only with) the written consent of the Guarantor and the Required Holders, except that no amendment or waiver (a) of any of the first three paragraphs of Section 1.1 or any of Section 1.2 or any of the provisions of Section 2, 3, 4, 5, 6, 7, 9 or 11 hereof, or any defined term (as it is used therein), or (b) which results in the limitation of the liability of the Guarantor hereunder (except to the extent provided in the fourth paragraph of Section 1 of this Guarantee Agreement) will be effective as to any holder unless consented to by such holder in writing.

### 11.2 SOLICITATION OF HOLDERS OF NOTES.

(a) *Solicitation.* The Guarantor will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof. The Guarantor will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 11.2 to each holder promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment.* The Guarantor will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder as consideration for or as an inducement to the entering into by any holder of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder even if such holder did not consent to such waiver or amendment.

**11.3 BINDING EFFECT.** Any amendment or waiver consented to as provided in this Section 11 applies equally to all holders and is binding upon them and upon each future holder and upon the Guarantor without regard to whether any Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant or agreement not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Guarantor and the holder nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder. As used herein, the term “**this Guarantee Agreement**” and references thereto shall mean this Guarantee Agreement as it may be amended, modified, supplemented or restated from time to time.

**11.4 NOTES HELD BY COMPANY, ETC.** Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Guarantee Agreement, or have directed the taking of any action provided herein to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Guarantor, the Company or any of their respective Affiliates shall be deemed not to be outstanding.

## **12. NOTICES.**

All notices and communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(a) if to the Guarantor, to [•], or such other address as the Guarantor shall have specified to the holders in writing, or

(b) if to any holder, to such holder at the addresses specified for such communications set forth in such holder's Confirmation of Acceptance, or such other address as such holder shall have specified to the Guarantor in writing.

## **13. MISCELLANEOUS.**

**13.1 SUCCESSORS AND ASSIGNS.** All covenants and other agreements contained in this Guarantee Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns whether so expressed or not.

**13.2 SEVERABILITY.** Any provision of this Guarantee Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law), not invalidate or render unenforceable such provision in any other jurisdiction.

**13.3 CONSTRUCTION.** Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such express contrary provision) be deemed to excuse compliance with any other covenant. Whether any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

The section and subsection headings in this Guarantee Agreement are for convenience of reference only and shall neither be deemed to be a part of this Guarantee Agreement nor modify, define, expand or limit any of the terms or provisions hereof. All references herein to numbered sections, unless otherwise indicated, are to sections of this Guarantee Agreement. Words and definitions in the singular shall be read and construed as though in the plural and *vice versa*, and words in the masculine, neuter or feminine gender shall be read and construed as though in either of the other genders where the context so requires.

**13.4 FURTHER ASSURANCES.** The Guarantor agrees to execute and deliver all such instruments and take all such action as the Required Holders may from time to time reasonably request in order to effectuate fully the purposes of this Guarantee Agreement.

**13.5 GOVERNING LAW.** This Guarantee Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

**13.6 JURISDICTION AND PROCESS; WAIVER OF JURY TRIAL.**

(a) Each of the Guarantor and each holder irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Guarantee Agreement. To the fullest extent permitted by applicable law, each of the Guarantor and each holder of Notes irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each of the Guarantor and each holder consents to process being served by or on behalf of such Guarantor or any holder, as applicable, in any suit, action or proceeding of the nature referred to in Section 13.6(a) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, return receipt requested, to it at its address specified in Section 12 or at such other address of which such holder shall then have been notified pursuant to Section 12. Each of the Guarantor and each holder agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(c) Nothing in this Section 13.6 shall affect the right of any holder to serve process in any manner permitted by law, or limit any right that the holders may have to bring proceedings against the Guarantor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(d) THE GUARANTOR AND THE HOLDERS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS GUARANTEE AGREEMENT OR OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH.

**13.7 REPRODUCTION OF DOCUMENTS; EXECUTION.** This Guarantee Agreement may be reproduced by any holder by any photographic, photostatic, electronic, digital, or other similar process and such holder may destroy any original document so reproduced. The Guarantor agrees and stipulates that, to the extent permitted by applicable law, any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by such holder in the regular course of business) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence. This Section 13.7 shall not prohibit the Guarantor or any other holder of Notes from contesting any such reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of any such reproduction. A facsimile or electronic transmission of the signature page of the Guarantor shall be as effective as delivery of a manually executed counterpart hereof and shall be admissible into evidence for all purposes.

Exhibit 9.8-13

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee Agreement to be duly executed and delivered as of the date and year first above written.

[NAME OF GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Exhibit 9.8-14

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**SCHEDULE 5.4**

**RESTRICTIVE AGREEMENTS**

Receivables securitization facility among Henry Schein, Inc., HSFR, Inc. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., dated April 17, 2013, as amended.

Schedule 5.4

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**SCHEDULE 10.1**

**TRANSACTIONS WITH AFFILIATES**

None.

Schedule 10.1

**SCHEDULE 10.5**

**EXISTING LIENS**

		<b>Amount USD<sup>1</sup></b>
Marrodent Sp. z o.o.	Capital Lease	303,974
Dental Trey S.r.l.	Capital Lease	2,976,120
Dental Cremer Produtos Odontológicos S.A.	Capital Lease	262,335
Butler Animal Health Supply, LLC (d.b.a. Henry Schein Animal Health)	Capital Lease	155,911
Henry Schein S.R.O.	Capital Lease	399
Medivet S.A.	Capital Lease	346,027
Provet Pty Ltd/ProvetNZ Pty Ltd	Capital Lease	38,980
Vet Quip Pty Ltd	Capital Lease	37,224
Scil Animal Care Company France s.a.r.l.	Capital Lease	458,645
Vettec Produtos Agropecuarios Ltda	Capital Lease	148,889
Henry Schein Veterinary Solutions, LLC	Capital Lease	1,116
BioHorizons Implant Systems, Inc.	Capital Lease	208,095
Several Entities	Security Deposit	195,947
Henry Schein Canada, Inc.	Int'l L/C	3,870
Henry Schein Austria GmbH	Int'l L/C	244,716
Henry Schein Australia Pty Limited/Henry Schein Regional Pty Ltd as the Trustee for The Henry Schein Regional Trust	Int'l L/C	3,389,732
<b>Grand Total</b>		<b><u>8,771,980</u></b>

<sup>1</sup> As of March 31, 2018

**SCHEDULE 10.6**

**EXISTING INDEBTEDNESS**

**SUBSIDIARY INDEBTEDNESS**

	<b>Amount USD<sup>1</sup></b>
Butler Animal Health Supply, LLC (d.b.a. Henry Schein Animal Health)	23,000,000
The Dental Warehouse Proprietary Limited	2,529,493
Henry Schein Trading (Shanghai) Ltd.	8,792,416
Henry Schein Hemaog Guangzhou Medical Device Co., Ltd.	794,673
Accord Corporation Limited	2,027,696
Henry Schein Shvadent (2009) LTD	2,478,158
Confidential Entity	5,095,487
<b>Grand Total</b>	<b>44,717,923</b>

<sup>1</sup> As of March 31, 2018.

Schedule 10.6