

Exhibit H

INTERCREDITOR AGREEMENT

Dated as of May [], 2009

among

THE BANK OF NEW YORK MELLON,
as First Lien Administrative Agent and First Lien Collateral Agent,

THE BANK OF NEW YORK MELLON,
as Second Lien Administrative Agent and Second Lien Collateral Agent

and

GBGH, LLC,
as Company

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INTERCREDITOR AGREEMENT

This **INTERCREDITOR AGREEMENT** (“**Agreement**”), is dated as of May [___], 2009 and entered into by and among GBGH, LLC (the “**Company**”), THE BANK OF NEW YORK MELLON (“**BNYM**”), in its capacity as administrative agent (in such capacity, including successors and assigns from time to time, the “**First Lien Administrative Agent**”) and collateral agent (in such capacity, including successors and assigns from time to time, the “**First Lien Collateral Agent**” and, together with the First Lien Administrative Agent, the “**First Lien Agents**”) for the First Lien Claimholders (as defined below), and BNYM, in its capacity as administrative agent (in such capacity, including successors and assigns from time to time, the “**Second Lien Administrative Agent**”) and collateral agent (in such capacity, including successors and assigns from time to time, the “**Second Lien Collateral Agent**” and, together with the Second Lien Administrative Agent, the “**Second Lien Agents**”) for the Second Lien Claimholders (as defined below). Capitalized terms used in this Agreement have the meanings assigned to them in Section 1 below or in the First Lien Credit Agreement (defined below).

RECITALS

The Company, the First Lien Administrative Agent, the First Lien Collateral Agent and the first lien lenders party thereto have entered into that First Lien Credit and Guaranty Agreement dated as of May [___], 2009, providing for term loans (as the same may be Refinanced from time to time, the “**First Lien Credit Agreement**”);

The Company, the Second Lien Administrative Agent, the Second Lien Collateral Agent and the second lien lenders party thereto have entered into that Second Lien Credit Agreement dated as of May [___], 2009, providing for a term loan (as the same may be Refinanced from time to time, the “**Second Lien Credit Agreement**”);

Pursuant to the First Lien Credit Agreement, the Company has agreed to cause its current and future Subsidiaries to agree to guaranty the First Lien Obligations pursuant to the provisions of the First Lien Credit Agreement (the “**First Lien Guaranty**”);

The obligations of the Company under the First Lien Credit Agreement and the obligations of the Subsidiary guarantors under the First Lien Guaranty will be secured on a first priority basis by liens on substantially all the assets of the Company and the Subsidiary guarantors pursuant to the terms of the First Lien Collateral Documents;

The obligations of the Company under the Second Lien Credit Agreement will be secured on a second priority basis by liens on substantially all the direct assets of the Company, pursuant to the terms of the Second Lien Collateral Documents;

The First Lien Loan Documents and the Second Lien Loan Documents provide, among other things, that the parties thereto shall set forth in this Agreement their respective rights and remedies with respect to the Shared Collateral; and

In order to induce the First Lien Agents and the First Lien Claimholders to consent to the Company incurring the Second Lien Obligations and to induce the First Lien Claimholders to extend credit and other financial accommodations and lend monies to or for the benefit of the Company, the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders have agreed to the intercreditor and other provisions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions.

1.1 Defined Terms. As used in the Agreement, the following terms shall have the following meanings:

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power (a) to vote five percent (5%) or more of the Securities having ordinary voting power for the election of directors of such Person, or (b) to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” means this Intercreditor Agreement, as amended, restated, renewed, extended, supplemented or otherwise modified from time to time.

“Asset Sale” has the meaning assigned to that term in the First Lien Credit Agreement.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Bankruptcy Law” means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

“Company” has the meaning assigned to that term in the Preamble to this Agreement.

“Comparable Second Lien Collateral Document” means, in relation to any Shared Collateral constituting direct assets of the Company subject to any lien created under any First Lien Collateral Document, the Second Lien Loan Document that creates a Lien on the same Shared Collateral, granted by the Company.

“Debt Service Reserve Account” means account no. [3200494684] held in the name of the Company with [Citibank, N.A.]

“DIP Financing” has the meaning assigned to that term in Section 6.1.

“Discharge of First Lien Obligations” means, except to the extent otherwise expressly provided in Section 5.5:

(a) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of any Insolvency Proceeding, whether or not such interest would be allowed in such Insolvency Proceeding), on all Indebtedness outstanding under the First Lien Loan Documents and constituting First Lien Obligations;

(b) payment in full in cash of all other First Lien Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time); and

(c) termination or expiration of all commitments, if any, to extend credit that would constitute First Lien Obligations.

“Disposition” has the meaning assigned to that term in Section 5.1(b).

“Enforcement Action” means the exercise of any rights or remedies against any Shared Collateral, including, without limitation, any right to take possession or control of any Shared Collateral under any lockbox agreement, account control agreement, landlord waiver or bailee’s letter or similar agreement or arrangement, any right of set-off or recoupment and any enforcement, collection, execution, levy or foreclosure action or proceeding taken against the Shared Collateral.

“Event of Default” means “Event of Default” as defined in the First Lien Credit Agreement and/or “Event of Default” as defined in the Second Lien Credit Agreement.

“Excluded Second Lien Collateral” means, with respect to the Second Lien Agents and the Second Lien Claimholders, (i) any assets that are not the direct property of or directly owned by the Company and (ii) the Debt Service Reserve Account.

“Excluded Second Lien Grantor” means any Subsidiary of the Company, whether now existing or hereafter acquired.

“Excluded Subsidiary” means Madison Energy Management Limited, a corporation organized under the laws of England and Wales.

“First Lien Agent” has the meaning assigned to that term in the Recitals to this Agreement.

“First Lien Claimholders” means, at any relevant time, the holders of First Lien Obligations at that time, including the First Lien Lenders and the agents under the First Lien Loan Documents.

“First Lien Collateral” means, collectively, all of the real, personal and mixed property (including Capital Stock) in which Liens are purported to be granted pursuant to the First Lien Collateral Documents as security for the First Lien Obligations.

“First Lien Collateral Documents” means the First Lien Pledge and Security Agreement, each First Lien Control Agreement, the First Lien UK Debenture, the First Lien UK Share Charge and all other instruments, documents and agreements delivered by any Credit Party pursuant to

this Agreement or any of the other First Lien Loan Documents in order to grant to the First Lien Collateral Agent, for the benefit of the First Lien Agents and First Lien Lenders, a First Priority Lien on any real, personal or mixed property of that Credit Party as security for the First Lien Obligations.

“**First Lien Credit Agreement**” has the meaning assigned to that term in the Recitals to this Agreement.

“**First Lien Guaranty**” has the meaning assigned to that term in the Recitals to this Agreement.

“**First Lien Lenders**” means the “Lenders” under and as defined in the First Lien Loan Documents.

“**First Lien Loan Documents**” means the First Lien Credit Agreement and each other First Lien Loan Document (as defined in the First Lien Credit Agreement) and each of the other agreements, documents and instruments providing for or evidencing any other First Lien Obligation, and any other document or instrument executed or delivered at any time in connection with any First Lien Obligations, including any intercreditor or joinder agreement among holders of First Lien Obligations, to the extent such are effective at the relevant time, as each may be amended, restated, supplemented, modified, renewed or extended from time to time in accordance with the provisions of this Agreement.

“**First Lien Obligations**” means all Obligations outstanding under (i) the First Lien Credit Agreement, (ii) the other First Lien Loan Documents and (iii) all Guaranty Obligations, fees, expenses, indemnities and other amounts payable from time to time pursuant to the First Lien Loan Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding; provided that the aggregate principal amount, without duplication, of any working capital commitments, revolving credit loans, letters of credit, term loans, bonds, debentures, notes or similar instruments or other obligations provided for under the First Lien Credit Agreement or any other First Lien Loan Document (or any Refinancing thereof) in excess of the Maximum First Lien Indebtedness Amount shall not constitute First Lien Obligations for purposes of this Agreement. “First Lien Obligations” shall include (x) all interest accrued or accruing (or which would, absent commencement of an Insolvency Proceeding, accrue) in accordance with the rate specified in the relevant First Lien Loan Document and (y) all fees, costs and charges incurred in connection with the First Lien Loan Documents and provided for thereunder, in the case of each of clause (x) and clause (y) whether before or after commencement of an Insolvency Proceeding, and irrespective of whether any claim for such interest, fees, costs or charges is allowed as a claim in such Insolvency Proceeding.

“**First Lien Guaranty**” has the meaning assigned to that term in the Recitals to this Agreement.

“**GAAP**” means the United States generally accepted accounting principles in effect as of the date of determination thereof.

“**Governmental Authority**” means any municipal, national, local or other government, governmental authority, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the United States of America, the any relevant jurisdiction within the United States of America or any other government or nation.

“Indebtedness” means and includes all Obligations that constitute “Indebtedness” within the meaning of the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable.

“Insolvency Proceeding” means:

(a) any voluntary or involuntary case or proceeding under the Bankruptcy Code with respect to any other grantor;

(b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any other grantor or with respect to a material portion of their respective assets;

(c) any liquidation, dissolution, reorganization or winding up of any other grantor whether voluntary or involuntary and whether or not involving insolvency or bankruptcy; or

(d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any other grantor.

“Joint Venture” means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form; provided, in no event shall any corporate Subsidiary of any Person be considered to be a Joint Venture to which such Person is a party.

“Lien” means (a) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing, and (b) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities.

“Maximum First Lien Indebtedness Amount” means, as of any date of determination, the sum of (i) the aggregate principal amount of First Lien Obligations as of such date up to, but not in excess of, \$72,000,000 plus (A) any interest (including any PIK Interest), fees, prepayment premiums, attorneys fees, costs, expenses and indemnities payable on account of such principal amount under the First Lien Loan Documents in respect thereof minus (B) the amount of all repayments and prepayments applied to any term loans constituting First Lien Obligations.

“New Agent” has the meaning assigned to that term in Section 5.5.

“Obligations” means all advances to, and debts, indemnities and reimbursement obligations, liabilities, obligations, covenants and duties of, any Person, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Person or any Affiliate thereof of any proceeding under any Bankruptcy Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Obligor” means the Company and any other Person that now or hereafter is, or whose assets now or hereafter are, liable for all or any portion of the First Lien Obligations or the Second Lien Obligations, as applicable.

“Person” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint

Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

“**Pledged Collateral**” has the meaning set forth in Section 5.4(a).

“**Post-Petition Interest**” means interest, fees, expenses and other charges that pursuant to the First Lien Credit Agreement or the Second Lien Credit Agreement, continue to accrue after the commencement of any Insolvency Proceeding, whether or not such interest, fees, expenses and other charges are allowed or allowable under the Bankruptcy Law or in any such Insolvency Proceeding.

“**Proceeds**” means (a) all “Proceeds” as defined in Article 9 of the UCC with respect to the Shared Collateral, and (b) whatever is recoverable or recovered when Shared Collateral is sold, exchanged, collected, or disposed of, whether voluntarily or involuntarily.

“**Recovery**” has the meaning set forth in Section 6.6.

“**Refinance**” means, in respect of any Indebtedness, to refinance, extend, renew, defease, amend, modify, supplement, restructure, replace, refund or repay, or to issue other indebtedness, in exchange or replacement for, such Indebtedness in whole or in part. “**Refinanced**” and “**Refinancing**” shall have correlative meanings.

“**Shared Collateral**” means all of the direct assets and property of the Company, whether real, personal or mixed, constituting both First Lien Collateral and Second Lien Collateral, but excluding any Excluded Second Lien Collateral.

“**Second Lien Claimholders**” means, at any relevant time, the holders of Second Lien Obligations at that time, including the Second Lien Lenders and the agents under the Second Lien Loan Documents.

“**Second Lien Collateral**” means all of the assets and property directly owned by or directly held by the Company, whether real, personal or mixed, with respect to which a Lien is granted as security for any Second Lien Obligations.

“**Second Lien Agent**” has the meaning set assigned to that term in the Preamble of this Agreement.

“**Second Lien Collateral Documents**” means the Second Lien Security and Pledge Agreement, Second Lien UK Share Charge (each as defined in the Second Lien Credit Agreement) and any other agreement, document or instrument pursuant to which a Lien is granted securing any Second Lien Obligations or under which rights or remedies with respect to such Liens are governed.

“**Second Lien Credit Agreement**” has the meaning assigned to that term in the Recitals to this Agreement.

“**Second Lien Loan Documents**” means the Second Lien Credit Agreement and each other Second Lien Credit Document (as defined in the Second Lien Credit Agreement) and each of the other agreements, documents and instruments providing for or evidencing any other Second Lien Obligation, and any other document or instrument executed or delivered at any time in connection with any Second Lien Obligations, including any intercreditor or joinder agreement among holders of Second Lien Obligations to the extent such are effective at the relevant time, as each may be amended, restated,

supplemented, modified, renewed or extended from time to time in accordance with the provisions of this Agreement.

“Second Lien Obligations” means all Obligations outstanding under the Second Lien Credit Agreement and the other Second Lien Loan Documents. “Second Lien Obligations” shall include all interest accrued or accruing (or which would, absent commencement of an Insolvency Proceeding, accrue) after commencement of an Insolvency Proceeding in accordance with the rate specified in the relevant Second Lien Loan Document whether or not the claim for such interest is allowed as a claim in such Insolvency Proceeding.

“Securities” means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“Standstill Period” has the meaning set forth in Section 3.1(a)(1).

“Second Lien Lenders” means the “Lenders” under and as defined in the Second Lien Credit Agreement.

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, limited liability company, association, joint venture or other business entity of which more than fifty percent (50%) of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a “qualifying share” of the former Person shall be deemed to be outstanding.

“UCC” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

1.2 Terms Generally. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise:

- (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, modified, renewed or extended;

(b) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns;

(c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(d) all references herein to Sections shall be construed to refer to Sections of this Agreement; and

(e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 2. Lien Priorities.

2.1 Relative Priorities. Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Second Lien Obligations granted on the Shared Collateral or of any Liens securing the First Lien Obligations granted on the Shared Collateral and notwithstanding any provision of the UCC, or any other applicable law or the Second Lien Loan Documents or any defect or deficiencies in, or failure to perfect or lapse in perfection of, or avoidance as a fraudulent conveyance or otherwise of, the Liens securing the First Lien Obligations or any other circumstance whatsoever, each Second Lien Agent and the Company, in each case, on behalf of itself and the Second Lien Claimholders, hereby agrees that:

(a) any Lien on the Shared Collateral securing any First Lien Obligations now or hereafter held by or on behalf of the First Lien Agents or any First Lien Claimholder or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be senior in all respects and prior to any Lien on the Shared Collateral securing any Second Lien Obligations; and

(b) any Lien on the Shared Collateral securing any Second Lien Obligations now or hereafter held by or on behalf of the Second Lien Agents, any Second Lien Claimholder or any agent or trustee therefor regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Shared Collateral securing any First Lien Obligations. All Liens on the Shared Collateral securing any First Lien Obligation shall be and remain senior in all respects and prior to all Liens on the Shared Collateral securing any Second Lien Obligation for all purposes, whether or not such Liens securing any First Lien Obligation are subordinated to any Lien securing any other obligation of the Company or any other Person.

(c) Notwithstanding the foregoing and any other provision to the contrary contained in this Agreement, all Liens on the Shared Collateral securing the First Lien Obligations shall be and remain senior in all respects and prior to all Liens on the Shared Collateral securing any Second Lien Obligation for all purposes, notwithstanding any failure of any First Lien Collateral Agent or the First Lien Claimholders to adequately perfect their security interests in the Shared Collateral, the subordination of any Lien on the Shared Collateral securing any First Lien Obligation to any Lien securing any other obligation of the Company, or the avoidance, invalidation or lapse of any Lien on the Shared Collateral, securing any First Lien Obligation. Except with respect to any Permitted Liens (as defined in the First Lien Credit Agreement) and except as expressly provided in Section 5.1, the First Lien Agents and the First Lien Claimholders agree not to contractually subordinate, or otherwise contractually relinquish the benefits of their Lien in any Shared Collateral to

the Lien, indebtedness or claim of any other creditor of the Company without the prior written consent of Second Lien Collateral Agent and the Second Lien Lenders.

2.2 Prohibition on Contesting Liens. Each Second Lien Agent, for itself and on behalf of each Second Lien Claimholder, and each First Lien Agent, for itself and on behalf of each First Lien Claimholder, agrees that it will not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency Proceeding), the priority, validity, perfection or enforceability of a Lien held by or on behalf of any of the First Lien Claimholders in the First Lien Collateral or by or on behalf of any of the Second Lien Claimholders in the Second Lien Collateral, as the case may be, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of the First Lien Agents or any First Lien Claimholder to enforce this Agreement, including the provisions of this Agreement relating to the priority of the Liens securing the First Lien Obligations as provided in Sections 2.1 and 3.1.

2.3 No New Liens.

(a) Limitation on other Collateral for First Lien Claimholders. (i) The First Lien Agents agree that neither the First Lien Agents nor any First Lien Claimholder shall acquire or hold any Lien on any assets of the Company (other than assets constituting Excluded Second Lien Collateral) securing any First Lien Obligations which assets are not also subject to the Lien of the Second Lien Agents under the Second Lien Collateral Documents, and (ii) the Company agrees not to grant any Lien on any of its assets (other than Excluded Second Lien Collateral) in favor of the First Lien Agents or the First Lien Claimholders unless it has granted (or offered to grant with a reasonable opportunity for such Lien to be accepted) a corresponding Lien on such assets in favor of the Second Lien Agents or the Second Lien Claimholders; provided, however, that notwithstanding clauses (i) and (ii) above, that the refusal of the Second Lien Agents or the Second Lien Claimholders to accept a Lien on any assets of the Company shall not prohibit the taking of a Lien on such assets by the First Lien Agents or the First Lien Claimholders. If the First Lien Agents or any First Lien Claimholders shall (nonetheless and in breach hereof) acquire any Lien on any assets of the Company securing any First Lien Obligations which assets are not also subject to the Lien of the Second Lien Agents under the Second Lien Collateral Documents, then the First Lien Agents (or the relevant First Lien Claimholder), shall, without the need for any further consent of any other Person and notwithstanding anything to the contrary in any other First Lien Loan Document hold and be deemed to have held such Lien and security interest for the benefit of the Second Lien Agents as security for the Second Lien Obligations.

Notwithstanding the foregoing and, for the avoidance of doubt, this Section 2.3(a) shall not in any event apply in respect to assets constituting Excluded Second Lien Collateral.

(b) Limitation on other Collateral for Second Lien Claimholders. Until the date upon which the Discharge of First Lien Obligations shall have occurred, (i) the Second Lien Agents agree that, after the date hereof, none of the Second Lien Agents nor any Second Lien Claimholder shall acquire or hold any Lien on any assets of the Company or any of its Subsidiaries securing any Second Lien Obligation which assets are not also subject to the Lien of the First Lien Agents under the First Lien Collateral Documents, and (ii) the Company agrees not to grant any Lien on any of its assets, or permit any of its Subsidiaries to grant a Lien on any of its assets, in favor of the Second Lien Agents or the Second Lien Claimholders unless it, or such Subsidiary, has granted (or offered to grant with a reasonable opportunity for such Lien to be accepted) a corresponding Lien on such assets in favor of the First Lien Agent or the First Lien Claimholders. If the Second Lien Agents or any Second Lien Claimholder shall (nonetheless and in breach hereof) acquire any Lien on any assets of the Company or any of its Subsidiaries securing any Second Lien Obligation which assets are not also

subject to the Lien of the First Lien Agents under the First Lien Collateral Documents, then the Second Lien Agents (or the relevant Second Lien Claimholder), shall, without the need for any further consent of any other Person and notwithstanding anything to the contrary in any other Second Lien Loan Document (x) hold and be deemed to have held such Lien and security interest for the benefit of the First Lien Agents as security for the First Lien Obligations, or (y) release such Lien.

2.4 No Payment Subordination. The subordination of all Liens on the Shared Collateral securing any Second Lien Obligations to all Liens on the Shared Collateral securing any First Lien Obligations is with respect to only the priority of the Liens held by or on behalf of First Lien Claimholders and shall not constitute a subordination of the Second Lien Obligations to the First Lien Obligations.

SECTION 3. Enforcement.

3.1 Exercise of Remedies.

(a) Until the Discharge of First Lien Obligations has occurred, whether or not any Insolvency Proceeding has been commenced by or against the Company, the Second Lien Agents and the Second Lien Claimholders:

(1) will not take any Enforcement Action with respect to any Lien held by them under the Second Lien Collateral Documents or any other Second Lien Loan Document or otherwise; provided, however, that the Second Lien Agents may take Enforcement Action after the passage of a period of at least 180 days has elapsed since the later of: (i) the date on which the Second Lien Agents declared the existence of any Event of Default under any Second Lien Loan Documents and demanded the repayment of all the principal amount of any Second Lien Obligations; and (ii) the date on which the First Lien Agents received notice from the Second Lien Agents of such declarations of an Event of Default, (the “**Standstill Period**”); provided, further, that notwithstanding anything herein to the contrary, in no event shall the Second Lien Agents or any Second Lien Claimholder take any Enforcement Action with respect to any Lien held by any of them under the Second Lien Collateral Documents or any other Second Lien Loan Document or otherwise if, notwithstanding the expiration of the Standstill Period, the First Lien Agents or First Lien Claimholders shall have commenced and be diligently pursuing any Enforcement Action with respect to all or any material portion of the Shared Collateral (prompt notice of such exercise to be given to the Second Lien Agents);

(2) will not contest, protest or object to any Enforcement Action brought by the First Lien Agents or any First Lien Claimholder or any other exercise by the First Lien Agents or any First Lien Claimholder of any rights and remedies relating to the Shared Collateral under the First Lien Loan Documents or otherwise so long as the Liens granted to secure the Second Lien Obligations of the Second Lien Claimholders attach to the Proceeds thereof subject to the relative priorities described in Section 2; and

(3) subject to their rights under clause (a)(1) above, will not contest, protest or object to the forbearance by the First Lien Agents or the First Lien Claimholders from bringing or pursuing any Enforcement Action so long as the Liens granted to secure the Second Lien Obligations of the Second Lien Claimholders attach to the Proceeds thereof subject to the relative priorities described in Section 2.

(b) Until the Discharge of First Lien Obligations has occurred, whether or not any Insolvency Proceeding has been commenced by or against the Company or any other grantor, subject

to Section 3.1(a)(1), the First Lien Agents and the First Lien Claimholders shall have the exclusive right to commence, and if applicable, maintain an Enforcement Action and, subject to Section 5.1, to make determinations regarding the release, disposition, or restrictions with respect to the Shared Collateral without any consultation with or the consent of the Second Lien Agents or any Second Lien Claimholder; provided, that the Lien securing the Second Lien Obligations shall remain on the Proceeds of such Shared Collateral released or disposed of subject to the relative priorities described in Section 2. In exercising Enforcement Actions with respect to the Shared Collateral, the First Lien Agents and the First Lien Claimholders may enforce the provisions of the First Lien Loan Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise dispose of Shared Collateral upon foreclosure, to incur expenses in connection with such sale or disposition, and to exercise all the rights and remedies of a secured creditor under the UCC and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(c) Notwithstanding the foregoing, the Second Lien Agents and any Second Lien Claimholder may:

(1) file a claim or statement of interest with respect to the Second Lien Obligations in any Insolvency Proceeding commenced by or against the Company;

(2) take any action (not adverse to the priority status of the Liens on the Shared Collateral securing the First Lien Obligations, or the rights of any First Lien Agents or the First Lien Claimholders to exercise remedies in respect thereof) in order to create, perfect, preserve or protect its Lien on the Shared Collateral;

(3) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of the Second Lien Claimholders, including any claims secured by the Shared Collateral, if any, in each case in accordance with the terms of this Agreement;

(4) vote on any plan of reorganization, file any proof of claim, make other filings and make any arguments and motions that are, in each case, in accordance with the terms of this Agreement, with respect to the Second Lien Obligations and the Shared Collateral;

(5) exercise any of their respective rights or remedies with respect to the Shared Collateral after the termination of the Standstill Period to the extent permitted by Section 3.1(a)(1); and

(6) exercise any rights or remedies, file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of the Company arising under any Insolvency Proceeding, the Bankruptcy laws or applicable non-bankruptcy law, so long as such actions would not conflict with an express agreement of the Second Lien Agents or Second Lien Claimholders contained in this Agreement; provided that in the event that any Second Lien Claimholder becomes a judgment lien creditor in respect of Shared Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Second Lien Obligations, such judgment lien shall be subject to the terms of this Agreement for all purposes (including in relation to the First Lien Obligations) as the other Liens securing the Second Lien Obligations are subject to this Agreement.

Each Second Lien Agent, on behalf of itself and the Second Lien Claimholders, agrees that it will not take or receive any Shared Collateral or any Proceeds of Shared Collateral in connection with any Enforcement Action against any Shared Collateral in its capacity as a creditor, unless and until the Discharge of First Lien Obligations has occurred, except in connection with any Enforcement Action expressly permitted by Section 3.1(a)(1) to the extent the Second Lien Agents and Second Lien Claimholders are permitted to retain the Proceeds thereof in accordance with Section 4.2 of this Agreement. Without limiting the generality of the foregoing, unless and until the Discharge of First Lien Obligations has occurred, except as expressly provided in Sections 3.1(a), 6.4(b) and this Section 3.1(c), the sole right of the Second Lien Agents and the Second Lien Claimholders with respect to the Shared Collateral is to hold a Lien on the Shared Collateral pursuant to the Second Lien Collateral Documents for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, after the Discharge of First Lien Obligations has occurred in accordance with the terms of the Second Lien Loan Documents and applicable law.

(d) Subject to Sections 3.1(a) and (c) and Section 6.4(b):

(1) each Second Lien Agent, for itself and on behalf of the Second Lien Claimholders, agrees that such Second Lien Agent and the Second Lien Claimholders will not take any action that would hinder any exercise of remedies under the First Lien Loan Documents or is otherwise prohibited hereunder, including any sale, lease, exchange, transfer or other disposition of the Shared Collateral, whether by foreclosure or otherwise;

(2) each Second Lien Agent, for itself and on behalf of the Second Lien Claimholders, hereby waives any and all rights it or the Second Lien Claimholders may have as a junior lien creditor or otherwise to object to the manner in which the First Lien Agents or the First Lien Claimholders seek to enforce or collect the First Lien Obligations or the Liens securing the First Lien Obligations granted in any of the First Lien Collateral undertaken in accordance with this Agreement, regardless of whether any action or failure to act by or on behalf of the First Lien Agents or First Lien Claimholders is adverse to the interest of the Second Lien Claimholders; and

(3) each Second Lien Agent hereby acknowledges and agrees that no covenant, agreement or restriction contained in the Second Lien Collateral Documents or any other Second Lien Loan Document (other than this Agreement) shall be deemed to restrict in any way the rights and remedies of the First Lien Agents or the First Lien Claimholders with respect to the Shared Collateral as set forth in this Agreement and the First Lien Loan Documents.

(e) Except as specifically set forth in Sections 3.1(a) and (d), the Second Lien Agents and the Second Lien Claimholders may exercise rights and remedies as unsecured creditors against the Company to secure the Second Lien Obligations in accordance with the terms of the Second Lien Loan Documents and applicable law; provided that in the event that any Second Lien Claimholder becomes a judgment lien creditor in respect of Shared Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Second Lien Obligations, such judgment lien shall be subject to the terms of this Agreement for all purposes (including in relation to the First Lien Obligations) as the other Liens securing the Second Lien Obligations are subject to this Agreement.

(f) Except as specifically set forth in Sections 3.1(a) and (d), nothing in this Agreement shall prohibit the receipt by the Second Lien Agents or any Second Lien Claimholders of the required payments of interest, principal and other amounts owed in respect of the Second Lien Obligations so long as such receipt is not the direct or indirect result of any Enforcement Action by the Second Lien Agents or any Second Lien Claimholders of rights or remedies as a secured creditor in

contravention of this Agreement of any Lien held by any of them. Nothing in this Agreement impairs or otherwise adversely affects any rights or remedies the First Lien Agents or the First Lien Claimholders may have with respect to the First Lien Collateral.

3.2 Actions Upon Breach. If any Second Lien Claimholder, in contravention of the terms of this Agreement, in any way takes, attempts to or threatens to take any Enforcement Action with respect to the Shared Collateral, or fails to take any action required by this Agreement, this Agreement shall create an irrebutable presumption and admission by such Second Lien Claimholder that relief against such Second Lien Claimholder by injunction, specific performance and/or other appropriate equitable relief is necessary to prevent irreparable harm to the First Lien Claimholders, it being understood and agreed by the Second Lien Agents on behalf of each Second Lien Claimholder that (i) the First Lien Claimholders' damages from its actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Second Lien Claimholder waives any defense that the Company and/or the First Lien Claimholders cannot demonstrate damage and/or be made whole by the awarding of damages.

3.3 First Lien Agents' and the First Lien Claimholders' Option to Cure. The First Lien Agents and the First Lien Claimholders shall have the right, but not the obligation, to cure for the account of Company any default by Company under any Second Lien Loan Documents at any time prior to the expiry of the Standstill Period provided in Section 3.1 or during the applicable cure period provided for in any Second Lien Loan Document if longer (and if a payment default on an unaccelerated basis). In no event shall the First Lien Agents and the First Lien Claimholders by virtue of the payments of amounts, or performance of any obligation required to be paid or performed by Company, be deemed to have assumed any obligation of Company to any Second Lien Claim Holders or any other Person.

3.4 Notice of Default. The Second Lien Agents and each Second Lien Claimholder shall give to the First Lien Agents and the First Lien Claimholders concurrently with the giving thereof to the Company a copy of any written notice by any Second Lien Claimholder of any default under any Second Lien Loan Document or written notice of demand of payment from the Company. Each of the First Lien Agents and the First Lien Claimholders and the Second Lien Agents and the Second Lien Claimholders shall give each other concurrently with the giving thereof to the Company any written notice sent by the First Lien Agents and the First Lien Claimholders or the Second Lien Agents and the Second Lien Claimholders to the Company at any time an Event of Default under the First Loan Documents or the Second Lien Loan Documents exists, stating that the First Lien Agents' and the First Lien Claimholders' or the Second Lien Agents' and any Second Lien Claimholders' intention to exercise any of their respective enforcement rights or remedies, including written notice pertaining to any foreclosure on any of the Shared Collateral or other judicial or non judicial remedy in respect thereof, and any legal process served or filed in connection therewith; provided, that the failure of any party to give notice as required hereby shall not affect the provisions of Section 2.1 hereof or the validity or effectiveness of any such notice as against Company. The Company hereby authorizes and consents to each of First Lien Agents and the First Lien Claimholders and the Second Lien Agents and the Second Lien Claimholders sending any such notices.

3.5 Section 9-611 Notice and Waiver of Marshaling. Each Second Lien Agent on behalf of itself and the Second Lien Claimholders acknowledges that this Agreement shall constitute notice of the respective interests of such Second Lien Agent and the Second Lien Claimholders in the Shared Collateral as provided by Section 9-611 of the UCC and each hereby waives any right to compel any marshaling of any of the Shared Collateral.

3.6 Obligations Following Discharge of First Lien Obligations. Following the Discharge of First Lien Obligations, each First Lien Agent, on behalf of itself and the First Lien Claimholders, agrees that it will not take any action that would hinder any exercise of remedies

undertaken by the Second Lien Agents and the Second Lien Claimholders, or any of them, under the Second Lien Loan Documents, including any public or private sale, lease, exchange, transfer, or other disposition of the Shared Collateral, whether by foreclosure or otherwise. Following the Discharge of First Lien Obligations, each First Lien Agent, on behalf of itself and the First Lien Claimholders, hereby waives any and all rights it may have as a junior lien creditor or otherwise to contest, protest, object to, interfere with the manner in which the Second Lien Agents or any of the Second Lien Claimholders seeks to enforce the Liens in any portion of the Shared Collateral (it being understood and agreed that the terms of this Agreement shall govern with respect to the Shared Collateral even if any portion of the Liens securing the Second Lien Obligations are avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise). Upon and following the Discharge of First Lien Obligations, the First Lien Agents will, to the extent permitted by applicable law, deliver to (1) the Second Lien Agents or (2) such other Person as a court of competent jurisdiction may otherwise direct, (a) any Shared Collateral held by, or on behalf of the First Lien Agents or any holder of the First Lien Obligations, and (b) all Proceeds of Shared Collateral held by, or on behalf of, the First Lien Agents or any holder of First Lien Obligations, whether arising out of an action taken to enforce, collect or realize upon any Shared Collateral or otherwise. Such Shared Collateral and such Proceeds will be delivered without recourse and without any representation or warranty whatsoever as to the enforceability, perfection, priority or sufficiency of any Lien securing or guarantee or other supporting obligation for any First Lien Obligations or Second Lien Obligations, together with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

SECTION 4. Payments.

4.1 Application of Proceeds. So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency Proceeding has been commenced by or against the Company, Shared Collateral or Proceeds thereof received in connection with the sale or other disposition of, or collection on, such Shared Collateral upon the exercise of remedies by the First Lien Agents or First Lien Claimholders shall be applied by the First Lien Agents to payment or cash collateralization of the First Lien Obligations in such order as specified in the relevant First Lien Loan Documents. Upon the Discharge of First Lien Obligations, the First Lien Collateral Agent shall deliver to the Second Lien Collateral Agent any Shared Collateral and Proceeds of Shared Collateral held by it in the same form as received, with any necessary endorsements to be applied by the Second Lien Agents to the Second Lien Obligations in such order as specified in the Second Lien Loan Documents or as a court of competent jurisdiction may otherwise direct.

4.2 Payment Turnover. (a) So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency Proceeding has been commenced by or against the Company, any Shared Collateral or Proceeds thereof (including assets or Proceeds subject to Liens referred to in the final sentence of Section 2.3) received by the Second Lien Collateral Agent or any Second Lien Claimholder in connection with any Enforcement Action in contravention of this Agreement in all cases shall be segregated and held in trust and forthwith paid over to the First Lien Agents for the benefit of the First Lien Claimholders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. The First Lien Agents are hereby authorized to make any such endorsements as agent for the Second Lien Agents or any such Second Lien Claimholders. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

(b) So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency Proceeding has been commenced by or against the Company, any Shared Collateral or Proceeds thereof (including assets or Proceeds subject to Liens referred to in the final sentence of Section 2.3) received by the Second Lien Agents or any Second Lien Claimholder in connection with any Enforcement Action relating to the Shared Collateral in contravention of this

Agreement shall be segregated and held in trust and forthwith paid over to the First Lien Agents for the benefit of the First Lien Claimholders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct; provided, however, that this Section 4.2(b) shall only be applicable if such Enforcement Action by the Second Lien Agents or any Second Lien Claimholder has the effect of discharging the Lien of the First Lien Agents on such Shared Collateral. The First Lien Agents are hereby authorized to make any such endorsements as agent for the Second Lien Agents or any such Second Lien Claimholders. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

(c) So long as the Discharge of First Lien Obligations has not occurred, if in any Insolvency Proceeding the Second Lien Agents or any Second Lien Claimholders shall receive any distribution of money or other property in respect of the Shared Collateral, such money or other property shall be segregated and held in trust and forthwith paid over to the First Lien Agents for the benefit of the First Lien Claimholders in the same form as received, with any necessary endorsements. Any Lien received by the Second Lien Agents or any Second Lien Claimholders in any Insolvency Proceeding shall be subject to the terms of this Agreement.

SECTION 5. Other Agreements.

5.1 Releases. (a) If in connection with any Enforcement Action by any First Lien Agent in respect of the Shared Collateral, such First Lien Agent, for itself or on behalf of any of the First Lien Claimholders, releases any of its Liens on any part of the Shared Collateral or releases the Company from any of the First Lien Obligations, then the Liens, if any, of the Second Lien Collateral Agent, for itself or for the benefit of the Second Lien Claimholders, on such Shared Collateral, and the obligations of the Company of the Second Lien Obligations, shall be automatically, unconditionally and simultaneously released. Each Second Lien Agent, for itself or on behalf of any such Second Lien Claimholders, promptly shall execute and deliver to the First Lien Agents or the Company such termination statements, releases and other documents as the First Lien Agents or the Company may request to effectively confirm such release.

(b) If in connection with any sale, lease, exchange, transfer or other disposition of any Shared Collateral by the Company (collectively, a “**Disposition**”) permitted under the terms of the First Lien Loan Documents other than an Enforcement Action and not expressly prohibited under the terms of the Second Lien Loan Documents (other than in connection with the exercise of the First Lien Agents’ remedies in respect of the Shared Collateral which shall be governed by Section 5.1(a) above), each First Lien Agent, for itself or on behalf of any of the First Lien Claimholders, releases any of its Liens on any part of the Shared Collateral, or releases the Company from the First Lien Obligations, in each case other than (A) in connection with the Discharge of First Lien Obligations and (B) after the occurrence and during the continuance of any Event of Default under the Second Lien Credit Agreement, then the Liens, if any, of any Second Lien Agent, for itself or for the benefit of the Second Lien Claimholders, on such Shared Collateral, and the obligations of the Company in respect of the Second Lien Obligations, shall be automatically, unconditionally and simultaneously released. The Second Lien Agents, for themselves or on behalf of any such Second Lien Claimholders, promptly shall execute and deliver to the First Lien Agents or the Company such termination statements, releases and other documents as the First Lien Agents or the Company may request to effectively confirm such release.

(c) Until the Discharge of First Lien Obligations occurs, each of the Second Lien Agents, for themselves and on behalf of the Second Lien Claimholders, hereby irrevocably constitute and appoint the First Lien Agents and any officer or agent of the First Lien Agents, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the

place and stead of the Second Lien Agents or such holder or in the First Lien Agents' own name, from time to time in the First Lien Agents' discretion, for the limited purpose of carrying out the terms of this Section 5.1, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Section 5.1, including any endorsements or other instruments of transfer or release.

(d) Until the Discharge of First Lien Obligations occurs, to the extent that the First Lien Agents or the First Lien Claimholders (i) have released any Lien on Shared Collateral or the Company from its First Lien Obligations or (ii) obtain any new liens, then the Second Lien Agents for themselves and for the Second Lien Claimholders, shall be granted a Lien on any such Shared Collateral, subject to the lien subordination provisions of this Agreement.

5.2 Insurance. The First Lien Collateral Agent and the Second Lien Collateral Agent shall be named as additional insureds under any insurance policies maintained from time to time by the Company. Unless and until the Discharge of First Lien Obligations has occurred, the First Lien Agents and the First Lien Claimholders shall have the sole and exclusive right, subject to the rights of the Company under the First Lien Loan Documents, to adjust settlement for any insurance policy covering the Shared Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Shared Collateral. Unless and until the Discharge of First Lien Obligations has occurred, and subject to the rights of the Company under the First Lien Loan Documents, all Proceeds of any such policy and any such award (or any payments with respect to a deed in lieu of condemnation) if in respect to the Shared Collateral shall be paid to the First Lien Agents for the benefit of the First Lien Claimholders pursuant to the terms of the First Lien Loan Documents and thereafter, to the extent no First Lien Obligations are outstanding, and subject to the rights of the Company under the Second Lien Loan Documents, to the Second Lien Agents for the benefit of the Second Lien Claimholders to the extent required under the Second Lien Loan Documents and then, to the extent no Second Lien Obligations are outstanding, to the owner of the subject property, such other Person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct. Until the Discharge of First Lien Obligations has occurred, if the any of the Second Lien Agents or any Second Lien Claimholders shall, at any time, receive any Proceeds of any such insurance policy or any such award or payment in contravention of this Agreement, it shall segregate and hold in trust and forthwith pay such Proceeds over to the First Lien Agents in accordance with the terms of Section 4.2.

5.3 Amendments to First Lien Loan Documents and Second Lien Loan Documents. (a) The First Lien Loan Documents may be amended, supplemented or otherwise modified in accordance with their terms and the First Lien Credit Agreement may be Refinanced, in each case, without notice to, or the consent of the Second Lien Agents or the Second Lien Claimholders, all without affecting the lien subordination or other provisions of this Agreement; provided, however, that the holders of such Refinancing debt bind themselves in a writing addressed to the Second Lien Agents and the Second Lien Claimholders to the terms of this Agreement and any such amendment, supplement, modification or Refinancing shall not, without the consent of the Second Lien Agents:

(1) provide for a principal amount of, without duplication, term loans, working capital or revolving loan commitments and letters of credit, bonds, debentures, notes or similar instruments in the aggregate in excess of the Maximum First Lien Indebtedness Amount;

(2) (i) increase the interest rate or yield provisions applicable to the First Lien Obligations by more than 3.0% per annum in the aggregate; provided that the limitations set forth in this Section 5.3(a)(2) shall not apply to (A) increases (x) resulting from increases in the underlying reference rate not caused by any amendment, supplement modification or Refinancing

of the First Lien Credit Agreement or (y) resulting from the accrual of interest at the Default Rate (as defined in the First Lien Credit Agreement as of the date hereof) or (B) any interest rates or yields and premiums applicable to any incremental Term Loans in an aggregate principal amount of up to \$10,000,000 permitted to be incurred by the Company pursuant to Section 2.20 of the First Lien Credit Agreement; or

(3) (A) shorten the scheduled maturity of the First Lien Credit Agreement or any Refinancing thereof or (B) extend the scheduled maturity of the First Lien Credit Agreement or any Refinancing thereof beyond the scheduled maturity of the Second Lien Credit Agreement or any Refinancing thereof.

(b) Without the prior written consent of the First Lien Agents, no Second Lien Loan Document may be amended, supplemented, Refinanced or otherwise modified or entered into; provided that the Second Lien Loan Documents may be amended in a manner that (i) extends the date or reduces the amount of any required repayment, prepayment or redemption of the principal of such Indebtedness under the Second Lien Credit Agreement, (ii) reduces the rate or extends the date for payment of the interest, premium (if any) or fees payable on the Second Lien Obligations or (iii) makes the covenants, events of default or remedies relating to Second Lien Obligations less restrictive.

(c) The Company agrees that each Second Lien Collateral Document shall include the following language (or language to similar effect approved by the First Lien Agent):

“Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agents pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agents hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May [___], 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among The Bank of New York Mellon, as First Lien Administrative Agent and First Lien Collateral Agent, and The Bank of New York Mellon, as Second Lien Administrative Agent and Second Lien Collateral Agent, the Company and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.”

In addition, the Company agrees that any second lien mortgage or other Lien covering real property, if any, constituting second lien collateral shall contain such other language as the First Lien Collateral Agent may reasonably request to reflect the subordination of such second lien mortgage or lien to the First Lien Collateral Document covering such real property Shared Collateral.

(d) In the event any First Lien Agent or the First Lien Claimholders and the Company enter into any amendment, waiver or consent in respect of any of the First Lien Collateral Documents for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any First Lien Collateral Document or changing in any manner the rights of the First Lien Agents (in each case, other than in respect of Excluded Second Lien Collateral), such First Lien Claimholders or the Company, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Second Lien Collateral Document without the consent of the Second Lien Agents or the Second Lien Claimholders and without any action by the Second Lien Agents or the Company, provided, that:

(1) no such amendment, waiver or consent (other than in respect of Excluded Second Lien Collateral) shall have the effect of:

(A) removing or releasing assets subject to the Lien of the Second Lien Collateral Documents, except to the extent that a release of such Lien is permitted or required by Section 5.1 and provided that there is a corresponding release of the Liens securing the First Lien Obligations;

(B) imposing duties on the Second Lien Agents without their consent;

(C) permitting other Liens on the Shared Collateral not permitted under the terms of the Second Lien Loan Documents or Section 6; or

(D) being prejudicial to the interests of the Second Lien Claimholders to a greater extent than the First Lien Claimholders; and

(2) notice of such amendment, waiver or consent shall have been given to the Second Lien Agents within ten (10) Business Days after the effective date of such amendment, waiver or consent.

5.4 Gratuitous Bailee for Perfection. (a) Each First Lien Agent agrees to hold that part of the Shared Collateral that is in its possession or control (or in the possession or control of its agents or bailees) to the extent that possession or control thereof is taken to perfect a Lien thereon under the UCC (such collateral being the “**Pledged Collateral**”) as collateral agent for the First Lien Claimholders and as gratuitous bailee for the Second Lien Agents (such bailment being intended, among other things, to satisfy the requirements of Sections 8-106(d)(3), 8-301(a)(2) and 9-313(c) of the UCC) and any assignee solely for the purpose of perfecting the security interest granted under the First Lien Loan Documents and the Second Lien Loan Documents, respectively, subject to the terms and conditions of this Section 5.4. Solely with respect to any deposit accounts under the control (within the meaning of Section 9-104 of the UCC) of the First Lien Agents, each First Lien Agent agrees to also hold control over such deposit accounts as gratuitous agent for the Second Lien Agents, subject to the terms and conditions of this Section 5.4.

(b) The First Lien Agents shall have no obligation whatsoever to the First Lien Claimholders, the Second Lien Agents or any Second Lien Claimholder to ensure that the Pledged Collateral is genuine or owned by the Company or any other grantor or to preserve rights or benefits of any Person except as expressly set forth in this Section 5.4. The duties or responsibilities of the First Lien Agents under this Section 5.4 shall be limited solely to holding the Pledged Collateral as bailee (and with respect to deposit accounts, agent) in accordance with this Section 5.4 and delivering the Pledged Collateral upon a Discharge of First Lien Obligations as provided in paragraph (d) below.

(c) The First Lien Agents shall not have by reason of the First Lien Collateral Documents, the Second Lien Collateral Documents, this Agreement or any other document a fiduciary relationship in respect of the First Lien Claimholders, the Second Lien Agents or any Second Lien Claimholder and the Second Lien Agents and the Second Lien Claimholders hereby waive and release the First Lien Agents from all claims and liabilities arising pursuant to the First Lien Agents’ roles under this Section 5.4 as gratuitous bailee and gratuitous agent with respect to the Shared Collateral. It is understood and agreed that the interests of the First Lien Agents and the Second Lien Agents may differ and the First Lien Agents shall be fully entitled to act in their own interests without taking into account the interests of the Second Lien Agents or Second Lien Claimholders.

(d) Upon the Discharge of First Lien Obligations under the First Lien Loan Documents to which any such First Lien Agent is a party, such First Lien Agent shall deliver the remaining Pledged Collateral in its possession (if any) together with any necessary endorsements (such endorsement shall be without recourse and without any representation or warranty), first, to the Second Lien Agents to the extent Second Lien Obligations remain outstanding, and second, to the Company to the extent no First Lien Obligations or Second Lien Obligations remain outstanding (in each case, so as to allow such Person to obtain possession or control of such Pledged Collateral). Each First Lien Agent further agrees to take all other action reasonably requested by the Second Lien Agents at the expense of the Second Lien Agents or the Company in connection with the Second Lien Agents obtaining a first-priority interest in the Shared Collateral or as a court of competent jurisdiction may otherwise direct.

5.5 When Discharge of First Lien Obligations Deemed to Not Have Occurred. If, at any time after the Discharge of First Lien Obligations has occurred, the Company thereafter enters into any Refinancing of any First Lien Loan Document evidencing a First Lien Obligation which Refinancing is permitted hereby and by the Second Lien Loan Documents, then such Discharge of First Lien Obligations shall automatically be deemed not to have occurred for all purposes of this Agreement (other than with respect to any actions taken as a result of the occurrence of such first Discharge of First Lien Obligations), and, from and after the date on which the New First Lien Debt Notice is delivered to the Second Lien Agents in accordance with the next sentence, the obligations under such Refinancing of the First Lien Loan Document shall automatically be treated as First Lien Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Shared Collateral set forth herein, and the First Lien Agents under such First Lien Loan Documents shall be the First Lien Agents for all purposes of this Agreement. Upon receipt of a notice (the “**New First Lien Debt Notice**”) stating that the Company has entered into a new First Lien Loan Document (which notice shall include the identity of the new first lien collateral agent, such agent, the “**New Agent**”), the Second Lien Agents shall promptly (a) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Company or such New Agent shall reasonably request in order to provide to the New Agent the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement and (b) deliver to the New Agent any Pledged Collateral held by any of them together with any necessary endorsements (or otherwise allow the New Agent to obtain control of such Pledged Collateral). The New Agent shall agree in a writing addressed to the Second Lien Agent and the Second Lien Claimholders to be bound by the terms of this Agreement. If the new First Lien Obligations under the new First Lien Loan Documents are secured by assets of the Company constituting Shared Collateral that do not also secure the Second Lien Obligations, then the Second Lien Obligations shall be secured at such time by a second priority Lien on such assets to the same extent provided in the Second Lien Collateral Documents and this Agreement.

5.6 Purchase Right. Without prejudice to the enforcement of the First Lien Claimholders’ remedies, the First Lien Claimholders agree at any time following (a) an acceleration of the First Lien Obligations in accordance with the terms of the First Lien Credit Agreement, (b) a payment default under the First Lien Credit Agreement that has not been cured or waived by the First Lien Claimholders within 60 days of the occurrence thereof or (c) the commencement of any Insolvency Proceeding, the First Lien Claimholders will offer the Second Lien Claimholders the option to purchase the entire aggregate amount of outstanding First Lien Obligations (including unfunded commitments under the First Lien Credit Agreement) for a purchase price equal to the sum of 100% of the outstanding principal amount thereof and all accrued and unpaid interest thereon through the date of purchase (including any acceleration prepayment penalties or premiums) and outstanding fees and expenses due thereunder, without warranty or representation or recourse, on a pro rata basis across First Lien Claimholders. The Second Lien Claimholders shall irrevocably accept or reject such offer within ten (10) Business Days of the receipt thereof and the parties shall endeavor to close promptly thereafter. If the

Second Lien Claimholders accept such offer, it shall be exercised pursuant to documentation mutually acceptable to each of the First Lien Agents and the Second Lien Agents. If the Second Lien Claimholders reject such offer (or do not so irrevocably accept such offer within the required timeframe), the First Lien Claimholders shall have no further obligations pursuant to this Section 5.6 and may take any further actions in their sole discretion in accordance with the First Lien Loan Documents and this Agreement.

SECTION 6. Insolvency Proceedings.

6.1 Use of Cash Collateral and Financing Issues. Until the Discharge of First Lien Obligations has occurred, if the Company shall be subject to any Insolvency Proceeding and the First Lien Agents shall desire to permit the use of “Cash Collateral” (as such term is defined in Section 363(a) of the Bankruptcy Code), on which the First Lien Agents or any other creditor has a Lien or to permit the Company to obtain financing, whether from the First Lien Claimholders or any other Person under Section 364 of the Bankruptcy Code or any similar Bankruptcy Law (“**DIP Financing**”), then the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree that they will raise no objection to such Cash Collateral use or DIP Financing (and to the extent the Liens securing the First Lien Obligations are subordinated to or pari passu with such DIP Financing, the Second Lien Agents will subordinate their Liens in the Shared Collateral to the Liens securing such DIP Financing (and all Obligations relating thereto) and will not request adequate protection or any other relief in connection therewith (except, as expressly agreed by the First Lien Agents or to the extent permitted by Section 6.4); provided, that, the aggregate principal amount of the DIP Financing plus the aggregate outstanding principal amount of First Lien Obligations outstanding at such time (after giving effect to the application of the proceeds of any DIP Financing to refinance all or any portion of the First Lien Obligations) does not exceed the Maximum First Lien Indebtedness Amount and the Second Lien Agents and the Second Lien Claimholders retain the right to object to any ancillary agreements or arrangements regarding Cash Collateral use or the DIP Financing that are materially prejudicial to their interests.

6.2 Sale of Shared Collateral. The Second Lien Agents on behalf of the Second Lien Claimholders, agree that they will raise no objection to or otherwise contest or oppose a sale or other disposition of any Shared Collateral (and any post-petition assets subject to adequate protection Liens in favor of the First Lien Agents) free and clear of any Liens or other claims under Section 363 of the Bankruptcy Code if the requisite First Lien Claimholders have consented to such sale or disposition of such assets, so long as the interests of the Second Lien Claimholders in the Shared Collateral (and any post-petition assets subject to adequate protection liens, if any, in favor of the Second Lien Agents) attach to the proceeds thereof, subject to the terms of this Agreement, and the motion to sell or dispose of such assets does not impair the rights of the Second Lien Claimholders under Section 363(k) of the Bankruptcy Code; provided, that the Maximum First Lien Indebtedness Amount shall be reduced by an amount equal to the net cash Proceeds of such sale or other disposition which are used to pay the principal or face amount of the First Lien Obligations.

6.3 Relief from the Automatic Stay. Until the Discharge of First Lien Obligations has occurred, the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree that none of them shall seek (or support any other Person seeking) relief from the automatic stay or any other stay in any Insolvency Proceeding in respect of the Shared Collateral, without the prior written consent of the First Lien Agents, unless a motion for adequate protection permitted under Section 6.4 has been denied by the bankruptcy court.

6.4 Adequate Protection.

(a) The Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree that none of them shall contest (or support any other Person contesting):

(1) any request by the First Lien Agents or the First Lien Claimholders for adequate protection; or

(2) any objection by the First Lien Agents or the First Lien Claimholders to any motion, relief, action or proceeding based on the First Lien Agents or the First Lien Claimholders claiming a lack of adequate protection.

(b) Notwithstanding the foregoing provisions in this Section 6.4, in any Insolvency Proceeding:

(1) if the First Lien Claimholders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any Cash Collateral use or DIP Financing, then the Second Lien Agents, on behalf of themselves or any of the Second Lien Claimholders, may seek or request adequate protection in the form of a Lien on such additional collateral, which Lien will be subordinated to the Liens securing the First Lien Obligations and such Cash Collateral use or DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens securing the Second Lien Obligations are so subordinated to the First Lien Obligations under this Agreement; and

(2) The Second Lien Agents and Second Lien Claimholders shall only be permitted to seek adequate protection with respect to their rights in the Shared Collateral in any Insolvency Proceeding in the form of (A) additional collateral including replacement Liens on post-petition collateral; provided that, as adequate protection for the First Lien Obligations, the First Lien Agents, on behalf of the First Lien Claimholders, are also granted a Lien on such additional collateral senior and prior to the Liens of the Second Lien Agents thereon; (B) replacement Liens on the Shared Collateral; provided that, as adequate protection for the First Lien Obligations, the First Lien Agents, on behalf of the First Lien Claimholders, are also granted replacement Liens on the Shared Collateral senior and prior to the Liens of the Second Lien Agents thereon; (C) an administrative expense claim; provided that, as adequate protection for the First Lien Obligations, the First Lien Agents, on behalf of the First Lien Claimholders, are also granted an administrative expense claim which is senior and prior to the administrative expense claim of the Second Lien Agents and the Second Lien Claimholders; and (D) cash payments with respect to interest on the Second Lien Obligations; provided either (1) as adequate protection for the First Lien Obligations, the First Lien Agents, on behalf of the First Lien Claimholders, are also granted cash payments with respect to interest on the First Lien Obligations, or (2) such cash payments do not exceed an amount equal to the interest accruing on the principal amount or Second Lien Obligations outstanding on the date such relief is granted at the interest rate under the Second Lien Credit Documents and accruing from the date the Second Lien Agents are granted such relief. If any Second Lien Claimholders receives post-petition interest and/or adequate protection payments in an Insolvency Proceeding (“**Second Lien Adequate Protection Payments**”) and the First Lien Claimholders do not receive payment in full in cash of all First Lien Obligations (subject, in the case of principal outstanding under the First Lien Credit Agreement and the other First Lien Loan Documents and face amounts of letters of credit, to the Maximum First Lien Indebtedness Amount) upon the effectiveness of the plan of reorganization for, or conclusion of, that Insolvency Proceeding, then, each Second Lien Claimholder shall pay over to the First Lien Claimholders an amount (the “**Pay-Over Amount**”) equal to the lesser of (i) the Second Lien Adequate Protection Payments received by such Second Lien Claimholders and (ii) the amount of the short-fall (the “**Short Fall**”) in payment in full of the First Lien Loan Obligations (subject, in the case of principal outstanding under the First Lien Credit Agreement and the other First Lien Loan Documents and face amounts of letters of credit, to the Maximum First Lien Indebtedness Amount); provided, that, to the extent any portion of the Short Fall

represents payments received by the First Lien Claimholders in the form of promissory notes, equity or other property, equal in value to the cash paid in respect of the Pay-Over Amount, the First Lien Claimholders shall, upon receipt of the Pay-Over Amount, transfer those promissory notes, equity or other property, pro rata, equal in value to the cash paid in respect of the Pay-Over Amount to the applicable Second Lien Claimholders in exchange for the Pay-Over Amount. Notwithstanding anything herein to the contrary, the First Lien Claimholders shall not be deemed to have consented to, and expressly retain their rights to object to the grant of adequate protection in the form of cash payments to the Second Lien Claimholders made pursuant to the foregoing Section 6.4(b).

(3) Similarly, if the First Lien Claimholders (or any subset thereof) are granted adequate protection in the form of a superpriority claim, then the Second Lien Agents, on behalf of themselves or any of the Second Lien Claimholders, may seek or request a superpriority claim, which superpriority claim will be junior in all respects to the superpriority claim granted to the First Lien Agents and the First Lien Claimholders, and, in the event that the Second Lien Agents, on behalf of themselves or any of the Second Lien Claimholders, seek or request adequate protection in respect of Second Lien Obligations and such adequate protection is granted in the form of a superpriority claim, then the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree that the First Lien Agents and the providers of any DIP Financing also shall be granted a superpriority claim, which superpriority claim will be senior in all respects to the superpriority claim granted to the Second Lien Agents and the Second Lien Claimholders. The Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree, pursuant to Section 1129(a)(9) of the Bankruptcy Code, that such junior superpriority claims (including any claim arising under 11 U.S.C. §507(b)) may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims.

(c) The Second Lien Agents, for themselves and on behalf of the other Second Lien Claimholders, agree that notice of a hearing to approve DIP Financing or use of Cash Collateral on an interim basis shall be adequate if delivered to the Second Lien Agents at least two (2) Business Days in advance of such hearing and that notice of a hearing to approve DIP Financing or use of Cash Collateral on a final basis shall be adequate if delivered to the Second Lien Agents at least fifteen (15) days in advance of such hearing.

(d) Notwithstanding the foregoing, if the First Lien Claimholders are deemed by a court of competent jurisdiction to be fully secured on the petition date of any Insolvency Proceeding, then the Second Lien Agents and the Second Lien Claimholders shall not be prohibited from seeking adequate protection in the form of payments in the amount of current post-petition interest, incurred fees and expenses of other cash payments.

6.5 No Waiver. Subject to Sections 3.1(a) and (d), nothing contained herein shall prohibit or in any way limit the First Lien Agents or any First Lien Claimholder from objecting in any Insolvency Proceeding or otherwise to any action taken by the Second Lien Agents or any of the Second Lien Claimholders, including the seeking by the Second Lien Agents or any Second Lien Claimholders of adequate protection or the asserting by the Second Lien Agents or any Second Lien Claimholders of any of its rights and remedies under the Second Lien Loan Documents or otherwise.

6.6 Avoidance Issues. If any First Lien Claimholder is required in any Insolvency Proceeding or otherwise to turn over or otherwise pay to the estate of the Company any amount paid in respect of First Lien Obligations (a “**Recovery**”), then such First Lien Claimholders shall be entitled to a reinstatement of First Lien Obligations with respect to all such recovered amounts, and from and after the

date of such reinstatement the Discharge of First Lien Obligations shall be deemed not to have occurred for all purposes hereunder. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. Shared Collateral or Proceeds thereof received by the Second Lien Agents or any Second Lien Claimholder after a Discharge of First Lien Obligations and prior to the reinstatement of such First Lien Obligations shall be delivered to the First Lien Agents upon such reinstatement in accordance with Section 4.2.

6.7 Reorganization Securities. If, in any Insolvency Proceeding, debt obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor are distributed pursuant to a plan of reorganization or similar dispositive restructuring plan, both on account of First Lien Obligations and on account of Second Lien Obligations, then, to the extent the debt obligations distributed on account of the First Lien Obligations and on account of the Second Lien Obligations are secured by Liens upon the same property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

6.8 Post-Petition Interest. (a) None of the Second Lien Agents or any Second Lien Claimholder shall oppose or seek to challenge any claim by the First Lien Agents or any First Lien Claimholder for allowance in any Insolvency Proceeding of First Lien Obligations consisting of Post-Petition Interest to the extent of the value of any First Lien Claimholder's Lien, without regard to the existence of the Lien of the Second Lien Agents on behalf of the Second Lien Claimholders on the Shared Collateral.

(b) None of the First Lien Agent or any other First Lien Claimholder shall oppose or seek to challenge any claim by the Second Lien Agents or any Second Lien Claimholder for allowance in any Insolvency Proceeding of Second Lien Obligations consisting of Post-Petition Interest to the extent of the value of the Lien of the Second Lien Agents on behalf of the Second Lien Claimholders on the Shared Collateral (after taking into account the value of the First Lien Obligations).

6.9 Waiver. The Second Lien Agents, for themselves and on behalf of the Second Lien Claimholders, waive any claim they may hereafter have against any First Lien Claimholder arising out of the election of any First Lien Claimholder of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or out of any cash collateral or financing arrangement or out of any grant of a security interest in connection with the Shared Collateral in any Insolvency Proceeding.

6.10 Separate Grants of Security and Separate Classification. The Second Lien Agents, for themselves and on behalf of the Second Lien Claimholders, and the First Lien Agents for themselves and on behalf of the First Lien Claimholders, acknowledge and agree that (i) the grants of Liens pursuant to the First Lien Collateral Documents and the Second Lien Collateral Documents constitute two separate and distinct grants of Liens and (ii) because of, among other things, their differing rights in the Shared Collateral, the Second Lien Obligations are fundamentally different from the First Lien Obligations and must be separately classified in any plan of reorganization proposed or adopted in an Insolvency Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the First Lien Claimholders and the Second Lien Claimholders in respect of the Shared Collateral constitute only one secured claim (rather than separate classes of senior and junior secured claims), then each of the parties hereto hereby acknowledges and agrees that, subject to Sections 2.1 and 4.1, all distributions shall be made as if there were separate classes of senior and junior secured claims against the Company or any grantor in respect of the Shared Collateral

(with the effect being that, to the extent that the aggregate value of the Shared Collateral is sufficient (for this purpose ignoring all claims held by the Second Lien Claimholders), the First Lien Claimholders shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing (or that would be owing if there were such separate classes of senior and junior secured claims) in respect of post-petition interest, including any additional interest payable pursuant to the First Lien Credit Agreement, arising from or related to a default, which is disallowed as a claim in any Insolvency Proceeding) before any distribution is made in respect of the claims held by the Second Lien Claimholders with respect to the Shared Collateral, with the Second Lien Agents, for themselves and on behalf of the Second Lien Claimholders, hereby acknowledging and agreeing to turn over to the First Lien Agents, for themselves and on behalf of the First Lien Claimholders. Shared Collateral or Proceeds of Shared Collateral otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Second Lien Claimholders.

6.11 Effectiveness in Insolvency Proceedings. This Agreement, which the parties hereto expressly acknowledge is a “subordination agreement” under Section 510(a) of the Bankruptcy Code, shall be effective before, during and after the commencement of an Insolvency Proceeding. All references in this Agreement to the Company or any other grantor shall include such Person as a debtor-in-possession and any receiver or trustee for such Person in any Insolvency Proceeding.

6.12 Expense Claims. None of the Second Lien Agents or any Second Lien Claimholder will (i) contest the payment of reasonable fees, expenses or other amounts to the First Lien Agents or any First Lien Claimholder under Section 506(b) of the Bankruptcy Code or otherwise to the extent provided for in the First Lien Credit Agreement or (ii) assert or enforce, at any time prior to the Discharge of First Lien Obligations, any claim under Section 506(c) of the Bankruptcy Code senior to or on parity with the First Lien Obligations for costs or expenses of preserving or disposing of any Shared Collateral.

SECTION 7. Reliance; Waivers; Etc.

7.1 Reliance. Other than any reliance on the terms of this Agreement, the First Lien Agents, on behalf of themselves and the First Lien Claimholders under its First Lien Loan Documents, acknowledge that they and such First Lien Claimholders have, independently and without reliance on the Second Lien Agents or any Second Lien Claimholders, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into such First Lien Loan Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the First Lien Loan Documents or this Agreement. The Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, acknowledge that they and the Second Lien Claimholders have, independently and without reliance on the First Lien Agents or any First Lien Claimholder, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into each of the Second Lien Loan Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the Second Lien Loan Documents or this Agreement.

7.2 No Warranties or Liability. The First Lien Agents, on behalf of themselves and the First Lien Claimholders under the First Lien Loan Documents, acknowledge and agree that each of the Second Lien Agents and the Second Lien Claimholders have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the Second Lien Loan Documents, the ownership of any Shared Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided herein, the Second Lien Claimholders will be entitled to manage and supervise their respective loans and extensions

of credit under the Second Lien Loan Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate. Except as otherwise provided herein, the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, acknowledge and agree that the First Lien Agents and the First Lien Claimholders have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the First Lien Loan Documents, the ownership of any Shared Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided herein, the First Lien Claimholders will be entitled to manage and supervise their respective loans and extensions of credit under their respective First Lien Loan Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate. The Second Lien Agents and the Second Lien Claimholders shall have no duty to the First Lien Agents or any of the First Lien Claimholders, and the First Lien Agents and the First Lien Claimholders shall have no duty to the Second Lien Agents or any of the Second Lien Claimholders, to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an Event of Default or default under any agreements with the Company or any other grantor (including the First Lien Loan Documents and the Second Lien Loan Documents), regardless of any knowledge thereof which they may have or be charged with.

7.3 No Waiver of Lien Priorities. (a) No right of the First Lien Claimholders, the First Lien Agents or any of them to enforce any provision of this Agreement or any First Lien Loan Document shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company or any other grantor or by any act or failure to act by any First Lien Claimholder or the First Lien Agents or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement, any of the First Lien Loan Documents or any of the Second Lien Loan Documents, regardless of any knowledge thereof which the First Lien Agents or the First Lien Claimholders or any of them, may have or be otherwise charged with.

(b) Without in any way limiting the generality of the foregoing paragraph (but subject to the rights of the Company under the First Lien Loan Documents and subject to the provisions of Section 5.3(a)), the First Lien Claimholders, the First Lien Agents and any of them may, at any time and from time to time in accordance with the First Lien Loan Documents and/or applicable law, without the consent of, or notice to, the Second Lien Agents or any Second Lien Claimholders, without incurring any liabilities to the Second Lien Agents or any Second Lien Claimholders and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy of the Second Lien Agents or any Second Lien Claimholders is affected, impaired or extinguished thereby) do any one or more of the following:

(1) change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the First Lien Obligations or any Lien on any First Lien Collateral or guaranty thereof or any liability of the Company or any other grantor, or any liability incurred directly or indirectly in respect thereof (including any increase in or extension of the First Lien Obligations, without any restriction as to the tenor or terms of any such increase or extension) or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by the First Lien Agents or any of the First Lien Claimholders, the First Lien Obligations or any of the First Lien Loan Documents; provided that any such increase in the First Lien Obligations shall not increase the sum of the Indebtedness constituting principal under the First Lien Credit Agreement and the face amount of any letters of credit issued under the First Lien Credit Agreement and not reimbursed to an amount in excess of the Maximum First Lien Indebtedness Amount;

(2) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the First Lien Collateral or any liability of the

Company to the First Lien Claimholders or the First Lien Agents, or any liability incurred directly or indirectly in respect thereof;

(3) settle or compromise any First Lien Obligation or any other liability of the Company or any other grantor or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability (including the First Lien Obligations) in any manner or order;

(4) exercise or delay in or refrain from exercising any right or remedy against the Company or any security or any other grantor or any other Person, elect any remedy and otherwise deal freely with the Company, any other grantor or any First Lien Collateral (including Excluded Second Lien Collateral) and any security and any guarantor or any liability of the Company or any other grantor to the First Lien Claimholders (including Excluded Second Lien Grantors) or any liability incurred directly or indirectly in respect thereof;

(5) take or fail to take any Lien securing the First Lien Obligations or any other collateral security for any First Lien Obligations (including Excluded Second Lien Collateral) or take or fail to take any action which may be necessary or appropriate to ensure that any Lien securing First Lien Obligations or any other Lien upon any property is duly enforceable or perfected or entitled to priority as against any other Lien or to ensure that any Proceeds of any property subject to any Lien are applied to the payment of any First Lien Obligation or any Obligation secured thereby; or

(6) otherwise release, discharge or permit the lapse of any or all Liens securing the First Lien Obligations or any other Liens upon any property at any time securing any First Lien Obligations.

(c) Except as otherwise expressly provided herein, the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, also agree that the First Lien Claimholders and the First Lien Agents shall have no liability to the Second Lien Agents or any Second Lien Claimholders, and the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, hereby waive any claim against any First Lien Claimholder or any First Lien Agent, arising out of any and all actions which the First Lien Claimholders or the First Lien Agents may take or permit or omit to take with respect to:

(1) the First Lien Loan Documents;

(2) the collection of the First Lien Obligations; or

(3) the foreclosure upon, or sale, liquidation or other disposition of, any First Lien Collateral. The Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree that the First Lien Claimholders and the First Lien Agents have no duty to them in respect of the maintenance or preservation of the First Lien Collateral, the First Lien Obligations or otherwise.

(d) Until the Discharge of First Lien Obligations, the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, agree not to assert and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Shared Collateral or any other similar rights a junior secured creditor may have under applicable law.

7.4 Obligations Unconditional. All rights, interests, agreements and obligations of the First Lien Agent and the First Lien Claimholders and the Second Lien Agents and the Second Lien Claimholders, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any First Lien Loan Documents or any Second Lien Loan Documents;

(b) except as otherwise expressly set forth in this Agreement, any change in the time, manner or place of payment of or in any other terms of, all or any of the First Lien Obligations or Second Lien Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any First Lien Loan Document or any Second Lien Loan Document;

(c) except as otherwise expressly set forth in this Agreement, any exchange of any security interest in any Shared Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the First Lien Obligations or Second Lien Obligations or any guaranty thereof;

(d) the commencement of any Insolvency Proceeding in respect of the Company or any other grantor; or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, the Company or any other grantor in respect of the First Lien Agents, the First Lien Obligations, any First Lien Claimholder, the Second Lien Agents, the Second Lien Obligations or any Second Lien Claimholder in respect of this Agreement.

7.5 Certain Notices.

(a) Promptly upon the satisfaction of the conditions set forth in clauses (a), (b) and (c) of the definition of “Discharge of First Lien Obligations,” the First Lien Agents shall deliver written notice confirming same to the Second Lien Agents; provided, that, the failure to give any such notice shall not result in any liability of the First Lien Agents or the First Lien Claimholders hereunder or in the modification, alteration, impairment, or waiver of the rights of any party hereunder.

(b) Promptly upon (or as soon as practicable following) the commencement by the First Lien Agents of any enforcement action or the exercise of any remedy with respect to any Shared Collateral (including by way of a public or private sale of Shared Collateral), the First Lien Agents shall notify the Second Lien Agents of such action; provided, that, the failure to give any such notice shall not result in any liability of the First Lien Agents or the First Lien Claimholders hereunder or in the modification, alteration, impairment, or waiver of the rights of any party hereunder.

SECTION 8. Miscellaneous.

8.1 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of the First Lien Loan Documents or the Second Lien Loan Documents, the provisions of this Agreement shall govern and control.

8.2 Effectiveness; Continuing Nature of this Agreement; Severability. This Agreement shall become effective when executed and delivered by the parties hereto. This is a continuing agreement of lien subordination and the First Lien Claimholders may continue, at any time and without notice to the Second Lien Agents or any Second Lien Claimholder subject to the Second Lien

Loan Documents, to extend credit and other financial accommodations and lend monies to or for the benefit of the Company or any grantor constituting First Lien Obligations in reliance hereof. The Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, hereby waive any right they may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate 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. All references to the Company or any other grantor shall include the Company or such grantor as debtor and debtor-in-possession and any receiver or trustee for the Company or any other grantor (as the case may be) in any Insolvency Proceeding. This Agreement shall terminate and be of no further force and effect:

(a) with respect to the First Lien Agents, the First Lien Claimholders and the First Lien Obligations, on the date of Discharge of First Lien Obligations, subject to the rights of the First Lien Claimholders under Section 5.5; and

(b) with respect to the Second Lien Agents, the Second Lien Claimholders and the Second Lien Obligations, upon the later of (1) the date upon which the obligations under the Second Lien Credit Agreement terminate if there are no other Second Lien Obligations outstanding on such date and (2) if there are other Second Lien Obligations outstanding on such date, the date upon which such Second Lien Obligations terminate.

8.3 Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Agreement by the Second Lien Agents or the First Lien Agents shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. Notwithstanding the foregoing, the Company shall not have any right to consent to or approve any amendment, modification or waiver of any provision of this Agreement except to the extent its rights are directly and adversely affected.

8.4 Information Concerning Financial Condition of the Company and its Subsidiaries. The First Lien Agents and the First Lien Claimholders, on the one hand, and the Second Lien Claimholders and the Second Lien Agents, on the other hand, shall each be responsible for keeping themselves informed of (a) the financial condition of the Company and its Subsidiaries and all endorsers and/or guarantors of the First Lien Obligations or the Second Lien Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the First Lien Obligations or the Second Lien Obligations. The First Lien Agents and the First Lien Claimholders shall have no duty to advise the Second Lien Agents or any Second Lien Claimholder of information known to it or them regarding such condition or any such circumstances or otherwise, in the event the First Lien Agents, or any of the First Lien Claimholders, in their sole discretion, undertake at any time or from time to time to provide any such information to the Second Lien Agents or any Second Lien Claimholder, they shall be under no obligation:

(a) to make, and the First Lien Agents and the First Lien Claimholders shall not be deemed to make, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided;

(b) to provide any additional information or to provide any such information on any subsequent occasion;

- (c) to undertake any investigation; or
- (d) to disclose any information, which pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

8.5 Subrogation. With respect to the value of any payments or distributions in cash, property or other assets that any of the Second Lien Claimholders or the Second Lien Agents pay over to the First Lien Agents or the First Lien Claimholders under the terms of this Agreement, the Second Lien Claimholders and the Second Lien Agents shall be subrogated to the rights of the First Lien Agents and the First Lien Claimholders; provided that, the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, hereby agree not to assert or enforce all such rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of First Lien Obligations has occurred. The Company acknowledges and agrees that the value of any payments or distributions in cash, property or other assets received by the Second Lien Agents or the Second Lien Claimholders that are paid over to the First Lien Agents or the First Lien Claimholders pursuant to this Agreement shall not reduce any of the Second Lien Obligations.

8.6 Application of Payments. All payments received by the First Lien Agents or the First Lien Claimholders may be applied, reversed and reapplied, in whole or in part, to such part of the First Lien Obligations provided for in the First Lien Loan Documents. The Second Lien Agents, on behalf of themselves and the Second Lien Claimholders, assent to any extension or postponement of the time of payment, subject to Section 5.3(a)(3), of the First Lien Obligations or any part thereof and to any other indulgence with respect thereto, to any substitution, exchange or release of any security which may at any time secure any part of the First Lien Obligations and to the addition or release of any other Person primarily or secondarily liable therefor.

8.7 SUBMISSION TO JURISDICTION; WAIVERS. (a) **ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY:**

- (1) **ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;**
- (2) **WAIVES ANY DEFENSE OF FORUM NON CONVENIENS;**
- (3) **AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 8.8; AND**
- (4) **AGREES THAT SERVICE AS PROVIDED IN CLAUSE (3) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT.**

(b) EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE; MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 8.7(b) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER FIRST LIEN LOAN DOCUMENT OR SECOND LIEN LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO.

8.8 Notices. All notices to the Second Lien Claimholders and the First Lien Claimholders permitted or required under this Agreement shall also be sent to the Second Lien Agents and the First Lien Agents, respectively. Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or telex, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as set forth below each party's name on the signature pages hereto, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

8.9 Further Assurances. The First Lien Agents, on behalf of themselves and the First Lien Claimholders under the First Lien Loan Documents, and the Second Lien Agents, on behalf of themselves and the Second Lien Claimholders under the Second Lien Loan Documents, and the Company, agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the First Lien Agents or the Second Lien Agents may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

8.10 APPLICABLE LAW. THIS AGREEMENT, AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW, SHALL BE GOVERNED BY, AND SHALL BE

CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

8.11 Binding on Successors and Assigns. This Agreement shall be binding upon the First Lien Agents, the First Lien Claimholders, the Second Lien Agents, the Second Lien Claimholders and their respective successors and assigns. If any of the First Lien Agents or any Second Lien Agent resigns or is replaced pursuant to the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable, its successor shall be deemed to be a party to this Agreement and shall have all the rights of and be subject to all the obligations of, this Agreement.

8.12 Specific Performance. Each of the First Lien Agents and the Second Lien Agents may demand specific performance of this Agreement. Each First Lien Agent, on behalf of itself and the First Lien Claimholders under the First Lien Loan Documents, and each Second Lien Agent, on behalf of itself and the Second Lien Claimholders, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the First Lien Agents or the First Lien Claimholders or the Second Lien Agents or the Second Lien Claimholders, as the case may be.

8.13 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

8.14 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by telecopy, electronic mail, “.pdf” format or other electronic format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

8.15 Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement.

8.16 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and its respective successors and assigns and shall inure to the benefit of each of the First Lien Claimholders and the Second Lien Claimholders. Nothing in this Agreement shall impair, as between the Company and the First Lien Agents and the First Lien Claimholders, or as between the Company and the Second Lien Agents and the Second Lien Claimholders, the obligations of the Company to pay principal, interest, fees and other amounts as provided in the First Lien Loan Documents and the Second Lien Loan Documents, respectively.

8.17 Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the First Lien Agent and the First Lien Claimholders on the one hand and the Second Lien Agent and the Second Lien Claimholders on the other hand. None of the Company, any other grantor or any other creditor thereof shall have any rights hereunder and neither the Company nor any grantor may rely on the terms hereof. Nothing in this Agreement is intended to or shall impair the obligations of the Company or any other grantor, which are absolute and unconditional, to pay the First Lien Obligations and the Second Lien Obligations as and when the same shall become due and payable in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Intercreditor Agreement as of the date first written above.

First Lien Agent

THE BANK OF NEW YORK MELLON,
as First Lien Administrative Agent and First
Lien Collateral Agent,

By: _____
Name:
Title:

[NOTICE ADDRESS]

Second Lien Agent

THE BANK OF NEW YORK MELLON,
as Second Lien Administrative Agent and
Second Lien Collateral Agent

By: _____
Name:
Title:

[NOTICE ADDRESS]

Acknowledged and Agreed to by:

GBGH, LLC, as Company

By: _____
Name:
Title:

[NOTICE ADDRESS]