

**\$1,070,000,000**  
**3-YEAR REVOLVING CREDIT AGREEMENT**

DATED AS OF JULY 11, 2008

AMONG

HSBC FINANCE CORPORATION  
AS BORROWER

THE FINANCIAL INSTITUTIONS  
PARTIES HERETO  
AS LENDERS

CITIGROUP GLOBAL MARKETS INC.  
AS LEAD ARRANGER AND  
BOOK RUNNER

AND

CITIBANK, N.A.  
AS AGENT

## TABLE OF CONTENTS

SECTION 1.	DEFINITIONS.....	1
1.01.	Definitions .....	1
1.02.	Headings; etc.....	9
1.03.	Terms Generally .....	9
SECTION 2.	THE REVOLVING CREDIT FACILITY .....	10
2.01.	Use of Proceeds .....	10
2.02.	The Commitments.....	10
2.03.	Reduction or Termination of Commitment.....	10
2.04.	Additional Commitments; Additional Lenders.....	10
2.05.	Swingline Advances. ....	11
2.06.	Limitation on Advances.....	12
2.07.	Several Obligations.....	12
SECTION 3.	AVAILABILITY; CONTRIBUTION; CONVERSION .....	12
3.01.	Availability .....	12
3.02.	Funding .....	12
3.03.	Conversion Generally .....	12
3.04.	Conversion to Latter Back-to-Back Advance .....	13
SECTION 4.	BORROWINGS.....	13
4.01.	Requests for Eurodollar Advances.....	13
4.02.	Requests for Domestic Rate Advances .....	14
4.03.	Requests for Swingline Advances .....	14
4.04.	Amount of Advances; Interest Period; Repayment of Advances.....	14
4.05.	Notice by the Agent to the Lenders .....	15
4.06.	Funding by Lenders .....	15
4.07.	Commitment Termination.....	15
SECTION 5.	INTEREST.....	16
5.01.	Interest Payment Dates .....	16
5.02.	Eurodollar Advances.....	16
5.03.	Domestic Rate Advances .....	16
5.04.	Default Interest .....	16
5.05.	Notification .....	16

5.06.	Increased Costs .....	17
5.07.	Special Prepayment.....	17
SECTION 6.	CONVERSION, REPAYMENT, PREPAYMENT AND TERMINATION.....	17
6.01.	Conversion .....	17
6.02.	Termination of Commitments.....	18
6.03.	Repayment of Domestic Rate Advances; Prepayment of Eurodollar Advances .....	18
6.04.	Reduction of Commitments; etc. ....	19
SECTION 7.	FACILITY FEE, UTILIZATION FEE, ARRANGEMENT AND AGENCY FEES AND EXPENSES.....	19
7.01.	Facility Fee .....	19
7.02.	Utilization Fee.....	19
7.03.	Additional Fees and Expenses .....	19
7.04.	Fees and Expense of Agent and Lenders Following an Event Default.....	20
7.05.	Fees for Amendments, Consents, etc. ....	20
7.06.	Stamp Taxes.....	20
SECTION 8.	PAYMENTS.....	20
8.01.	Payments to Agent .....	20
8.02.	Manner of Payment.....	21
8.03.	Presumption by the Agent.....	21
8.04.	Payment Date .....	21
8.05.	Computation of Interest, Fees, etc. ....	21
8.06.	Binding Effect of Computation.....	21
8.07.	Evidence of Debt .....	21
8.08.	Application of Payments.....	22
SECTION 9.	TAXATION.....	22
9.01.	No Set-Off.....	22
9.02.	Withholding Tax Gross-Up .....	22
9.03.	Evidence of Tax Remittance .....	23
9.04.	Delivery of Documents .....	24
9.05.	Special Prepayment.....	24
9.06.	Lender Obligations .....	25
SECTION 10.	REPRESENTATIONS AND WARRANTIES.....	25
10.01.	Organization; Powers.....	25
10.02.	Authorization; No Conflicts; No Defaults .....	25
10.03.	Enforceability.....	26

10.04.	PBGC Liability .....	26
10.05.	Financial Condition.....	26
10.06.	Litigation.....	26
10.07.	Consents.....	26
10.08.	Margin Requirements.....	27
10.09.	Maintenance of Licenses, Permits, etc.....	27
10.10.	ERISA Contributions.....	27
SECTION 11.	UNDERTAKINGS .....	27
11.01.	Notices of Material Events; Books and Records; Inspection Rights; Conduct of Business; Compliance with Laws; etc.....	27
11.02.	Mergers, Consolidations, Disposal of Assets; Indebtedness; Mortgages .....	29
11.03.	Consolidated Shareholders' Equity .....	32
SECTION 12.	EVENTS OF DEFAULT .....	32
12.01.	Events of Default .....	32
12.02.	Remedies.....	34
12.03.	Bankruptcy Defaults .....	34
12.04.	Rights Cumulative .....	34
SECTION 13.	ILLEGALITY, INCREASED COSTS AND CHANGE IN CIRCUMSTANCES .....	34
13.01.	Illegality Condition .....	34
13.02.	Increased Costs .....	35
13.03.	Mitigation of Obligations.....	36
13.04.	Inability to Determine LIBOR.....	37
13.05.	Long-Term Advance Unavailable.....	38
13.06.	Lender Obligations .....	39
SECTION 14.	INDEMNITIES.....	39
14.01.	Indemnity Generally .....	39
14.02.	Payment in Dollars.....	40
SECTION 15.	SET-OFF AND PRO-RATA SHARING .....	40
15.01.	Right of Set-off.....	40
15.02.	Sharing of Set-off.....	40
15.03.	Notice.....	41
SECTION 16.	ASSIGNMENTS AND TRANSFERS .....	41
16.01.	Successors and Assigns.....	41
16.02.	Assignments by Borrower.....	41
16.03.	Assignments by Lenders.....	42

16.04.	Designated Lending Office .....	43
16.05.	Limitation on Increased Costs .....	43
16.06.	Replacement of Reference Bank .....	44
SECTION 17.	THE AGENT .....	44
SECTION 18.	NOTICES.....	45
18.01.	Notices .....	45
18.02.	Method of Delivery.....	46
SECTION 19.	MISCELLANEOUS .....	46
19.01.	Waivers; Amendments .....	46
19.02.	Course of Dealing; No Implied Waivers.....	47
19.03.	Severability .....	47
19.04.	Counterparts.....	47
19.05.	No Joinder Necessary; Obligations Several.....	47
19.06.	Confidentiality .....	47
19.07.	Entire Agreement .....	47
19.08.	Survival .....	47
19.09.	No Advisory or Fiduciary Responsibility .....	48
SECTION 20.	LAW AND JURISDICTION.....	48
20.01.	Governing Law .....	48
20.02.	Consent to Jurisdiction; Venue; Service of Process.....	48
20.03.	No Limitation on Service of Process, Proceedings.....	49
20.04.	Waiver of Jury Trial.....	49
20.05.	USA Patriot Act Notice .....	49

**SCHEDULES**

Schedule 1	The Lenders and Commitments
Schedule 2	Conditions Precedent
Schedule 3	Form of Drawdown Notice/Confirmation of a Telephone Notice, for Eurodollar Advances and Domestic Rate Advances
Schedule 4	Form of Conversion Notice
Schedule 5	Part I - Letter from Foreign Lender
Schedule 5	Part II - Letter from Foreign Lender
Schedule 5	Part III - Letter from Foreign Lender
Schedule 5	Part IV - Letter from Corporate U.S. Lender or Non-Corporate U.S. Lender
Schedule 6	Form of Opinion of Executive Vice President, Deputy General Counsel, and Corporate Secretary of HSBC Finance Corporation
Schedule 7	Form of Compliance Certificate

Schedule 8	Form of Lender Certificate
Schedule 9	Form of Transfer Certificate
Schedule 10	Processing and Recordation Fees

### 3-YEAR REVOLVING CREDIT AGREEMENT

This 3-Year Revolving Credit Agreement is dated as of July 11, 2008 and made among:

- (1) HSBC FINANCE CORPORATION, a Delaware corporation whose principal place of business is at 26525 North Riverwoods Boulevard, Mettawa, Illinois 60045 (together with its permitted successors and assigns under this Agreement, the “*Borrower*”);
- (2) THE FINANCIAL INSTITUTIONS listed on Schedule 1 hereto (the “*Lenders*”); and
- (3) CITIBANK, N.A., as administrative agent for the Lenders (subject to Section 1.03(c), the “*Agent*”).

#### RECITALS

WHEREAS, the Borrower has requested that the Lenders extend credit to the Borrower in the form of a revolving credit facility; and

WHEREAS, the Lenders are willing to extend such credit to the Borrower upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the terms and conditions contained herein, and of any loans or financial accommodations heretofore, now or hereafter made to or for the benefit of the Borrower by the Lenders, the parties hereto hereby agree as follows:

#### SECTION 1. DEFINITIONS

1.01. **Definitions.** In this Agreement, except where the context otherwise requires:

“*Additional Commitments*” has the meaning assigned thereto in Section 2.04.

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

“*Advance*” has the meaning set forth in Section 2.02. An Advance means a Domestic Rate Advance or Eurodollar Advance, each of which is a “*type*” of Advance, and all of which constitute the “*Advances*” hereunder. The term “*Advance*” includes Swingline Advances.

“*Affiliate*” means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person.

“*Agent*” has the meaning assigned thereto in the introduction to this Agreement (subject to Section 1.03(c)).

“*Agent’s Account*” means the account of the Agent most recently designated by it as such account by notice to the Lenders and the Borrower.

“*Agreement*” means this \$1,070,000,000 3-Year Revolving Credit Agreement as supplemented, amended or modified from time to time.

“*Applicable Margin*” means on any date, in respect of a Eurodollar Advance, the applicable rate per annum for any period, as determined by the Borrower’s Senior Debt Rating, and set forth in the Senior Debt Rating Table.

“*Applicable Period*” has the meaning set forth in Section 7.02.

“*Assets*” means, in relation to any Person, the whole or any part of its business, undertaking, property and assets (including any right to receive revenues).

“*Authorized Officer of the Borrower*” means any one of the Borrower’s Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, any Vice President or any Assistant Treasurer or any other person or persons designated in a written notice to the Agent by any two (2) of the foregoing persons.

“*Availability Period*” means the period from the date of this Agreement until the earlier to occur of (i) the Termination Date and (ii) the date on which the Commitments are terminated or canceled pursuant to the terms and provisions of this Agreement.

“*Back-to-Back Advance*” means, in respect of any Longer-Term Advance, the participation of any Lender in such Advance which participation, because such Lender was unable to provide a nine (9) or twelve (12) month Interest Period therefor to the Borrower, has two (2) consecutive Interest Periods, “*Initial Back-to-Back Advance*” means, in respect of any Longer-Term Advance, the participation of such Lender in such Advance during the first of the two (2) such Interest Periods, which first Interest Period in any event shall be six (6) months in duration, and “*Latter Back-to-Back Advance*” means, in respect of any Longer-Term Advance, the participation of such Lender in such Advance Converted to, and during, the second of such Interest Periods, which second Interest Period shall commence upon the expiration of the related Initial Back-to-Back Advance and shall end on the last day of, and at the same time as, the related Longer-Term Advance.

“*Borrower*” has the meaning assigned thereto in the introduction to this Agreement.

“*Business Day*” means any day (a) except a Saturday, Sunday or other day on which commercial banks are required or authorized by Law to close in New York City, New York and Chicago, Illinois and (b) if such day relates to the giving of notices or quotes in connection with a borrowing of, a payment or prepayment of principal of or interest on, a Conversion of or into, or an Interest Period for, a Eurodollar Advance, or to a notice by the Borrower with respect to any such borrowing, payment, prepayment, Conversion, or Interest Period, that is also a day on which dealings in deposits denominated in Dollars are carried out in the London interbank market.

“*Certified Copy*” means a copy certified as true and up-to-date by a duly authorized officer of the relevant Person.

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

“*Commitment*” means any Lender’s Revolving Commitment. References to any Lender’s “Commitment” may, as applicable, mean a reference to such Lender’s Swingline Commitment if (and only if) such Lender is a Swingline Lender hereunder; *provided, that*, it is understood by the parties hereto that the Swingline Commitment, if any, of any Lender is merely a part of such Lender’s Revolving Commitment and is not in addition to such Lender’s total Commitment hereunder.

“*Compliance Certificate*” has the meaning assigned thereto in Section 11.01(a)(iv).

“*Composite 3:30 p.m. Quotations for U.S. Government Securities*” means the daily statistical release designated as such, or any successor publication, published by the Federal Reserve Bank of New York.

“*Consent*” includes any approval, authorization, consent, exemption, filing, license, order, permission, declaration, recording or registration (and any reference to obtaining Consents shall be construed accordingly).

“*Consolidated Shareholders’ Equity*” means, on any date, the Borrower’s and its consolidated Subsidiaries’ consolidated total shareholders’ equity, including, without limitation, the Borrower’s money market preferred stock and other preferred stock, if any, as determined by reference to the consolidated balance sheet of the Borrower and its consolidated Subsidiaries included in the Form 10-Q or, if such date relates to the fourth fiscal quarter of the Borrower, Form 10-K filed by the Borrower with the Securities and Exchange Commission covering such date, but including, in any case, all “*trust originated preferred securities*” or other similar securities that by their terms rank *pari passu* with, or junior to, preferred stock.

“*Convert*”, “*Conversion*” and “*Converted*” each refers to any of the following events: (i) a conversion of a Eurodollar Advance into one or more Domestic Rate Advances, (ii) a conversion of a Domestic Rate Advance into one or more Eurodollar Advances or (iii) the continuation of a Eurodollar Advance, in whole or in part, as a Eurodollar Advance for a new Interest Period, whether such new Interest Period is of the same or a different duration as the Interest Period then ending.

“*Conversion Date*” means, in respect of any Advance, the date on which a Conversion thereof shall, or is requested in a Conversion Notice to, occur.

“*Conversion Notice*” means a notice substantially in the form set out in Schedule 4.

“*Corporate U.S. Lender*” means any Lender that is created or organized in or under the laws of the United States of America, any State thereof or the District of Columbia and that is taxed as a corporation for United States Federal income tax purposes.

“*Debt*” means in relation to any Person, indebtedness (whether present or future, actual or contingent) in respect of moneys borrowed or raised by it, the advance or extension of credit to it (including interest and other charges on or in respect of any of the foregoing), the amount of any liability in respect of leases capitalized under generally accepted accounting principles, any liability under interest rate and/or currency swap arrangements (including cap or collar agreements, interest rate and/or currency future or option contracts, or other similar agreements) or any guarantee, indemnity or other assurance against financial loss given by such Person in respect of any of the foregoing, and any other liability having the benefit of a mortgage (as defined in Section 11.02(b)(i)).

“*Designated Borrower Account*” means an account that has been designated by the Borrower in a written notice received by the Agent.

“*Determinative Percentage*” has the meaning set forth in Section 7.02.

“*Directive*” includes any present or future directive, regulation, request or requirement of any court, governmental agency or regulatory authority, in each case having the force of Law.

“*Dollars*” and “*\$*” mean the Lawful currency of the United States.

“*Domestic Rate Advance*” means any Advance (including any Swingline Advance specified in Section 2.05) that bears interest before maturity at the rate set forth in Section 5.03.

“*Drawdown Date*” means, in relation to any Advance, the date for the disbursement of funds in connection therewith, as specified in the relevant Drawdown Notice.

“*Drawdown Notice*” means, in the case of a Eurodollar Advance, a notice substantially in the form set out in Schedule 3 and, in the case of a Domestic Rate Advance, a telephone or written notice, whichever shall first be given pursuant to Section 4.02 (or, in the case of a Swingline Advance, pursuant to Section 4.03), in respect of such Domestic Rate Advance (such written notice or, in the case of a Domestic Rate Advance where telephone notice is given, the written confirmation thereof, to be substantially in the form set out in Schedule 3).

“*Employee Pension Benefit Plan*” has the meaning ascribed to the term “*employee pension benefit plan*” in Section 3(2) of ERISA.

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

“*Eurocurrency Liabilities*” has the meaning assigned to that term in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“*Eurodollar Advance*” means any Advance that bears interest before maturity at the rate set forth in Section 5.02.

“*Event of Default*” means any one of the events referred to in Section 12.01.

“*Federal Funds Rate*” means, on any day, the rate of interest per annum set forth in H.15(519) for that day opposite the caption “*Federal Funds (Effective) Rate*”. If on any day such rate is not yet published in H.15(519), the rate for such day will be the rate set forth in Composite 3:30 p.m. Quotations for U.S. Government Securities for such day under the caption “*Federal Funds Effective Rate*”. If such rate is not yet published in either H.15(519) or Composite 3:30 p.m. Quotations for U.S. Government Securities, such rate shall be the average of the quotations for such day on overnight Federal funds transactions received by the Agent from three (3) Federal funds brokers of recognized standing selected by the Agent. If such day is not a Business Day, the rate for such day shall be the rate determined for the immediately preceding Business Day.

“*Foreign Lender*” means any Lender that is created or organized in or under the laws of a jurisdiction other than the United States of America, any State thereof or the District of Columbia.

“*H.15(519)*” means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System.

“*Illegality Condition*” has the meaning assigned thereto in Section 13.01.

“*Increased Cost Condition*” has the meaning assigned thereto in Section 13.02.

“*Increased Cost Notice*” has the meaning assigned to such term in Section 13.02.

“*Instructing Group*” means at any time a group of Lenders the aggregate amount of whose unfunded Commitments and Outstanding Advances (including participations in Swingline Advances) equals or exceeds 51% of the aggregate unfunded Total Commitments and total Outstanding Advances.

*“Interest Period”* means, for each Eurodollar Advance, a period having a duration of one (1), two (2), three (3), six (6), nine (9) or twelve (12) months selected by the Borrower in accordance with the provisions set forth below and specified in its Drawdown Notice or Conversion Notice, commencing on the Drawdown Date or a Conversion Date, as applicable, in respect of such Eurodollar Advance and ending on the last day of the period so selected by the Borrower; *provided, however*, that:

(a) In the event that the Agent shall have been advised by any Lender prior to the applicable Drawdown Date or Conversion Date, as the case may be, for any Longer-Term Advance that deposits in Dollars for the Interest Period therefor will not be available to such Lender in the London Interbank Eurodollar Market on such Drawdown Date or Conversion Date, such Lender’s participation in such Advance shall, if the Borrower pursuant to Section 13.05(b) is permitted to and elects to proceed with such Longer-Term Advance, be made as a Back-to-Back Advance having Interest Periods of the respective durations described in the definition herein of *“Back-to-Back Advance”*; and

(b) The term *“month”*, when used in connection with an Interest Period for any Eurodollar Advance, is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day that is not a Business Day, it shall end on the next Business Day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the preceding Business Day; *provided that* if a period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month (and references to *“months”* and *“monthly”* in similar contexts shall be construed accordingly).

*“IRS”* means the Internal Revenue Service of the United States.

*“Law”* includes any common law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case, of any jurisdiction whatsoever (and *“Lawful”* and *“Unlawful”* shall be construed accordingly).

*“Lenders”* has the meaning set forth in the introduction to this Agreement, and the term *“Lender”* shall mean any of the Lenders, individually. The term Lender shall include any assignee of a Lender that becomes a party to this Agreement pursuant to an assignment permitted hereby and any additional lender that becomes a party to this Agreement pursuant to Section 2.04(a). References to the *“Lenders”* shall include references to each Lender in its capacity (if applicable) as a Swingline Lender; for purposes of clarification only, to the extent that any Lender may have any rights and/or obligations in addition to those of the other Lenders due to its status as a Swingline Lender, such additional rights and/or obligations arising due to its status as a Swingline Lender will be as specifically set forth herein.

*“LIBOR”* means, in respect of a particular Interest Period relating to any Eurodollar Advance, the rate per annum equal to the British Bankers Association LIBOR Rate (*“BBA LIBOR”*), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Agent from time to time) at or about 11:00 a.m. (London time) on the date two Business Days prior to the first day of such Interest Period for deposits having a specified term of such Interest Period; *provided that* if BBA LIBOR is not so published, or if the BBA LIBOR so published, in the reasonable judgment of the Instructing Group, shall cease accurately to reflect actual BBA LIBOR, then *“LIBOR”* means, in respect of a particular Interest Period relating to any Eurodollar Advance, the arithmetic mean (rounded upwards, if necessary, to the nearest  $\frac{1}{16}$ th of one percent) of the lowest three (3) rates of the four (4) rates per annum notified to the Agent by the Reference Banks, at which Dollar deposits (in the amount of such Eurodollar Advance and for the specified term of such Interest Period) are offered to each such Reference

Bank in London, England by leading banks in the London Interbank Eurodollar Market, at or about 11:00 a.m. (London time) on the date two Business Days prior to the first day of such Interest Period as LIBOR for deposits having a specified term of such Interest Period (*provided, further, that* (a) if fewer than four (4) Reference Banks notify the Agent of any rate required for any purpose of this Agreement, then LIBOR in respect of the period concerned shall be determined by reference to (i) in the event that three (3) Reference Banks notify the Agent, the two (2) lowest rates of the three (3) rates notified to the Agent and (ii) in the event that two (2) Reference Banks notify the Agent, such two (2) rates notified to the Agent and (b) if fewer than two (2) Reference Banks shall notify the Agent as aforesaid, the provisions of Section 13.04 shall thereupon apply).

“*Loan Parties*” means the Agent and the Lenders (each, a “*Loan Party*”).

“*Longer-Term Advance*” means any Eurodollar Advance having an Interest Period of nine (9) or twelve (12) months.

“*Material Debt*” means Debt of the Borrower (other than Debt arising under this Agreement) in an aggregate principal amount in excess of \$250,000,000 (or its equivalent in any other currency).

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

“*Non-Corporate U.S. Lender*” means any Lender that is created or organized in or under the laws of the United States of America, any State thereof or the District of Columbia and that is not taxed as a corporation for United States Federal income tax purposes.

“*Organizational Documents*” means, for any Person, the charter, by-laws, articles of incorporation or other similar documents constituting the relevant Person.

“*Outstanding*” means, in relation to any Advance, any part of the principal amount thereof or interest due thereon that has not been repaid or paid by the Borrower in accordance with the provisions of this Agreement.

“*PBGC*” means the Pension Benefit Guaranty Corporation or any successor thereto.

“*Person*” means any person, firm, company, corporation, unincorporated body of Persons, state or government or any agency thereof.

“*Plan*” means any Employee Pension Benefit Plan subject to Title I of ERISA established, maintained or contributed to by the Borrower or any Related Person for the benefit of the Borrower’s or such Related Person’s respective employees or with respect to which the Borrower may have any liability under Section 412 of the Code or Title IV of ERISA.

“*Potential Event of Default*” means an event or circumstance which, with the giving of notice and/or the lapse of time, would constitute an Event of Default.

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

“*Reference Banks*” means each of Citibank N.A., ABN-AMRO Bank N.V., Bank of Montreal and UBS Loan Finance LLC or such substitute Reference Bank or Reference Banks as may from time to time be appointed by the Agent in accordance with Section 16.06.

“Register” has the meaning set forth in Section 16.03(e).

“Related Person” means any corporation or any trade or business (whether or not incorporated) which, together with the Borrower, is a member of a controlled group of corporations or is under common control with the Borrower, as described in Sections 414(b) and 414(c) of the Code.

“Reportable Event” means a “reportable event” described in Section 4043(c) of ERISA and the regulations issued thereunder.

“Reserve Percentage” means, in respect of any Lender and any Interest Period relating to any Eurodollar Advance, the reserve percentage applicable during such Interest Period under Regulation D of the Board of Governors of the Federal Reserve System (or, if more than one such percentage shall be so applicable, the daily average of such percentages for those days in such Interest Period during which any such percentage shall be so applicable) for determining the reserve requirement (including but not limited to any marginal reserve requirement) for such Lender with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (such Eurocurrency Liabilities having a term equal to such Interest Period).

“Revolving Commitment” means, for each Lender, the amount set forth opposite the name of such Lender in Schedule 1 under the column “Revolving Commitment”, as such amount may from time to time be reduced or increased in accordance with the terms of this Agreement.

“Revolving Credit Facility” has the meaning set forth in Section 2.02.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Same Day Funds” means same day value Dollar funds settled through the New York Clearing House Interbank Payments System or the Federal Reserve System or such other funds settled in such manner as the Agent shall specify as being customary at the time for the settlement of international transactions of the type contemplated by this Agreement.

“Senior Debt Rating” means the credit ratings by each of Moody’s and S&P applicable to the senior, unsecured, non-credit-enhanced, publicly-held, long-term indebtedness for borrowed money of the Borrower.

“Senior Debt Rating Table” means, for purposes of determining, as applicable, the Applicable Margin, the facility fee set forth in Section 7.01, and the utilization fee set forth in Section 7.02, the table set forth below:

<i>Senior Debt Rating:</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	<i>Level IV</i>	<i>Level V</i>	<i>Level VI</i>
<b>S&amp;P Rating</b>	<b>AA or better or</b>	<b>AA- or better or</b>	<b>A+ or better or</b>	<b>A or better or</b>	<b>A- or better</b>	<b>Below A- and</b>
<b>Moody’s Rating</b>	<b>Aa2 or better</b>	<b>Aa3 or better but Level I not achieved</b>	<b>A1 or better, but neither Level I or II achieved</b>	<b>A2 or better, but neither Level I, II or III achieved</b>	<b>A3 or better but neither Level I, II, III or IV achieved</b>	<b>Below A3</b>
Applicable Margin (Eurodollar Advances)	0.875%	1.000%	1.250%	1.500%	1.750%	2.500%

Facility Fee (see Section 7.01)	0.125%	0.150%	0.175%	0.200%	0.250%	0.375%
Utilization Fee if the Determinative Percentage is equal to or greater than 50% (see Section 7.02)	0.125%	0.250%	0.250%	0.250%	0.250%	0.250%

For purposes of the foregoing, (i) if the Senior Debt Ratings established or deemed to have been established by Moody's and S&P shall not be equivalent Senior Debt Ratings, then the following shall apply: (A) if the Senior Debt Ratings are not equivalent (i.e., if the Senior Debt Ratings are split) by only one Senior Debt Rating category, then the Senior Debt Rating in the superior (or numerically lower) level shall apply, and (B) if the Senior Debt Ratings are not equivalent by two or more Senior Debt Rating categories, then the lower Senior Debt Rating (i.e., the Senior Debt Rating reflecting lower credit-worthiness) shall be disregarded and the applicable level shall correspond to one Senior Debt Rating category below the higher Senior Debt Rating; (ii) if Moody's or S&P shall not have in effect a Senior Debt Rating, the Agent and the Borrower shall mutually agree to substitute a different rating agency and if no substitute is agreed upon within 60 days or if the Borrower's indebtedness is not rated by at least one nationally recognized rating agency, then Level V shall apply; and (iii) if any Senior Debt Rating established or deemed to have been established by Moody's or S&P shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency. Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change.

"*Subsidiary*" of any Person means any company or entity more than 50% of the voting share capital (or equivalent right of ownership) of which is owned by such Person.

"*Swingline Advance*" has the meaning assigned thereto in Section 2.05(a).

"*Swingline Commitment*" means, for each Swingline Lender, the amount set forth opposite the name of such Swingline Lender in Schedule 1 under the column "*Swingline Commitment*", as such amount may from time to time be reduced or increased in accordance with the terms of this Agreement.

"*Swingline Conversion Date*" has the meaning assigned thereto in Section 2.05(b).

"*Swingline Lenders*" means Citibank, N.A. and each other Lender identified, subsequent to the date of this Agreement, by the Borrower and such Lender as a Swingline Lender pursuant to Section 2.04, and "*Swingline Lender*" means any one of them individually.

"*Taxes*" means any present or future taxes, levies, imposts, duties, charges, fees, assessments, deductions or withholdings of any nature (including interest penalties and additions thereto) now or hereafter imposed, levied, collected, withheld or assessed by any country or any political subdivision or taxing authority thereof (and "*Tax*" and "*Taxation*" shall be construed accordingly).

"*Termination Date*" means July 11, 2011 (*provided*, that if such date is not a Business Day, then the Termination Date shall be the immediately prior Business Day).

"*Total Commitments*" means \$1,070,000,000, as such amount may be reduced from time to time in accordance with the terms of this Agreement or increased by Additional Commitments pursuant to Section 2.04.

“*Total Swingline Commitments*” means \$120,000,000, as such amount may be reduced from time to time in accordance with the terms of this Agreement or increased by Additional Commitments pursuant to Section 2.04.

“*United States*” means the United States of America, its territories, its possessions and all other areas subject to its jurisdiction.

“*U.S. Person*” means, in the case of a corporation or other entity, one created or organized in or under the Laws of the United States or any political subdivision thereof.

1.02. **Headings; etc.** The Section headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless otherwise specified in this Agreement, all references to Sections and Schedules hereof are to Sections of and Schedules to this Agreement and the Schedules shall form part of this Agreement.

1.03. **Terms Generally.** Unless the context otherwise requires in this Agreement:

(a) all references to subsections and paragraphs are to subsections of the Section and paragraphs of the subsection in which such references appear;

(b) words denoting the singular number shall include the plural and vice versa;

(c) references to the “*Agent*” (in the singular) shall be deemed to be references solely to Citibank, N.A. (and its successors or assigns) in such capacity;

(d) subject as provided herein, references to the Borrower, the Lenders, the Reference Banks and the Agent shall, where relevant, be deemed to be references to or include, as appropriate, their respective successors or assigns;

(e) in the computation of time periods from a specified date to a later specified date, the word “*from*” means “*from and including*” and each of the words “*to*” and “*until*” means “*to but excluding*”;

(f) all references to accounting principles and generally accepted accounting principles are to accounting principles and generally accepted accounting principles as then in effect in the United States; and

(g) if, after the date of this Agreement, there shall occur any change in accounting principles from those used in the preparation of the financial statements referred to in Section 10.05 as a result of the promulgation of any rule, regulation, pronouncement or opinion by or required by the Financial Accounting Standards Board or the American Institute of Certified Public Accountants (or successors thereto or agencies with similar functions) and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement, either the Borrower or the Instructing Group may by notice to the Lenders and Borrower, respectively, require that the Lenders and Borrower negotiate in good faith to amend such covenant, standard and term so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Borrower and its Subsidiaries shall be the same as if such change had not been made. No delay by the Borrower or the Instructing Group in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Without limiting the generality of the foregoing, the Borrower shall neither be deemed to be in compliance with any financial covenant hereunder nor out of compliance with

any financial covenant hereunder if such state of compliance or noncompliance, as the case may be, would not exist but for the occurrence of a change in accounting principles after the date hereof.

## SECTION 2. THE REVOLVING CREDIT FACILITY

2.01. **Use of Proceeds.** The proceeds of the Advances shall be applied for general working capital and other corporate purposes of the Borrower (including providing back-up liquidity for the Borrower's commercial paper program), but no Loan Party shall be responsible for the application thereof.

2.02. **The Commitments.** The Lenders hereby grant to the Borrower, upon the terms and subject to the conditions hereof, a committed Dollar revolving credit facility (the "*Revolving Credit Facility*") pursuant to which the Lenders agree to make advances to the Borrower from time to time during the Availability Period (each an "*Advance*" and, collectively, the "*Advances*") in an aggregate principal amount at any one time Outstanding not to exceed the Total Commitments. Each Lender shall be obliged to participate in each such Advance during the Availability Period in the proportion its Commitment bears to the Total Commitments. Subject to the foregoing limits and to the other terms of this Agreement, the Borrower may borrow, repay or prepay and reborrow under the Revolving Credit Facility.

2.03. **Reduction or Termination of Commitment.** Provided no Event of Default or Potential Event of Default has occurred and is then continuing, the Borrower and any Lender may, by written agreement and with notice to the Agent, with respect to such Lender's Revolving Commitment and/or its Swingline Commitment (if applicable), terminate such Lender's Commitment, permanently reduce such Lender's Commitment to the amount of Outstanding Advances of such Lender made pursuant to such Commitment, or reduce such Lender's Commitment to a mutually agreed amount; *provided that* on or before the effective date of such termination the Borrower shall pay such Lender all Outstanding amounts due to such Lender under this Agreement arising in connection with, pursuant to or with respect to such Commitment and Advances of such Lender made pursuant to such Commitment; *provided further that* in no event shall the aggregate amount of all such terminations and reductions effected in respect of all Lenders under this Agreement reduce the Total Commitments by more than the sum of (i) \$535,000,000 plus (ii) the amount of Additional Commitments that are Revolving Commitments (if any). Upon any such termination or reduction, the Agent shall revise Schedule 1 accordingly and furnish copies of such revised Schedule to the Borrower and each Lender.

### 2.04. **Additional Commitments; Additional Lenders.**

(a) Provided no Event of Default or Potential Event of Default has occurred and is then continuing, with the consent of the Borrower and subject to the limitations of this Section 2.04, (i) any Lender may increase its Revolving Commitment and, if applicable, its Swingline Commitment hereunder (provided, that in no event shall any Lender's Swingline Commitment at any time exceed its Revolving Commitment) and (ii) one or more additional banks or financial institutions may, by execution of this Agreement, become parties hereto and undertake Revolving Commitments and, if applicable, Swingline Commitments hereunder (and any such bank or financial institution shall thereafter for all purposes be treated as a Lender as though it had been an original signatory to this Agreement). Any increases in Revolving Commitments and/or Swingline Commitments of the kind referred to in (i) above and any new Revolving Commitments and/or Swingline Commitments of the kind referred to in (ii) above are referred to collectively herein as "*Additional Commitments*". Each Additional Commitment must be notified in writing to the Agent promptly upon the undertaking thereof. Notwithstanding the other provisions of this Section 2.04, the aggregate amount of all Additional Commitments that

are Revolving Commitments may not exceed \$535,000,000. Upon any such Additional Commitment, the Agent shall revise Schedule 1 accordingly and furnish copies of such revised Schedule to the Borrower and each Lender, and, upon the request of the Agent, assignments of any Outstanding Advances shall be made among the Lenders so that the Lenders hold such Outstanding Advances pro rata in accordance with their respective Revolving Commitments.

(b) Provided no Event of Default or Potential Event of Default has occurred and is then continuing, the Borrower and any Lender who is not at such time a Swingline Lender may, by written agreement with notice to the Agent, (i) agree that such Lender shall be a Swingline Lender for purposes of this Agreement and (ii) establish a Swingline Commitment for such Lender. Upon the establishment of any such new Swingline Commitment, the Agent shall revise Schedule 1 accordingly and furnish copies of such revised Schedule to the Borrower and each Lender.

#### 2.05. **Swingline Advances.**

(a) Subject to the terms and conditions of this Agreement, each Swingline Lender agrees to make its Swingline Commitment available to the Borrower by making swingline loans (individually, a "*Swingline Advance*"; collectively, the "*Swingline Advances*") to the Borrower from time to time before the Termination Date, provided, however, (i) the Outstanding Swingline Advances applicable to a Swingline Lender shall not at any time exceed such Swingline Lender's Swingline Commitment, and (ii) the Outstanding Advances applicable to a Lender (including Revolving Advances and Swingline Advances) shall not at any time exceed such Lender's Revolving Commitment. Additionally, no more than five Swingline Advances may be Outstanding at any one time. All Swingline Advances shall be Domestic Rate Advances. Within the foregoing limits, and subject to the other terms and conditions of this Agreement, prior to the Termination Date the Borrower may borrow under this subsection, repay pursuant to Section 6.03 and reborrow pursuant to this subsection.

(b) Each Swingline Advance shall be replaced and/or converted on the earlier of (for each such Swingline Advance, the "*Swingline Conversion Date*"): (i) the Termination Date, (ii) the date on which the Borrower notifies the Agent of its desire to trigger a Swingline Conversion Date, or (iii) five (5) Business Days after the Drawdown Date of such Swingline Advance. Unless any Outstanding Swingline Advance is paid in full by the Borrower prior to or on the Swingline Conversion Date, then, on such date, the Agent shall be deemed to have received a Drawdown Notice from the Borrower requesting that a Domestic Rate Advance or, subject to the satisfaction of the procedures set forth in Section 4.01, a Eurodollar Advance, be made on the Swingline Conversion Date of such Swingline Advance in an amount equal to the amount of such Swingline Advance Outstanding on that date, and the procedures set forth in Section 4.02 (with respect to any such Domestic Rate Advance) or Section 4.01 (with respect to any such Eurodollar Advance) shall be followed in making such Advance; provided, that if a borrowing of any such Advance may not be made or becomes legally impracticable and if so required by the Swingline Lender at the time such Advances are required to be made by the Lenders in accordance with this subsection, each Lender agrees that in lieu of making such Advances as described in this subsection, such Lender shall purchase a participation from the Swingline Lender in the applicable Swingline Advances in an amount equal to such Lender's pro rata share of such Swingline Advances, and the procedures set forth in Section 16.03 shall be followed (except that the Borrower's prior written consent shall not be required) in connection with the purchases of such participations. Upon such purchases of participations the repayment requirements of Section 6.03 shall be deemed waived with respect to such Swingline Advances. The proceeds of any such Domestic Rate Advances and Eurodollar Advances shall be applied to replace such Swingline Advances. A copy of each notice given by the Agent to the Lenders pursuant to this

subsection with respect to the making of Domestic Rate Advances or Eurodollar Advances or to the purchases of participations (as the case may be), shall be promptly delivered by the Agent to the Borrower. Each Lender's obligation in accordance with this Agreement to make Domestic Rate Advances or Eurodollar Advances or to purchase the participations (as the case may be), as contemplated by this subsection shall be absolute and unconditional and shall not be affected by any circumstance, including (x) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against any Swingline Lender, the Borrower, or any other Person for any reason whatsoever; (y) the occurrence or continuance of a Potential Event Default or a material adverse change in the Borrower; or (z) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.06. **Limitation on Advances.** It is expressly understood and agreed that the aggregate principal amount of (i) the Swingline Advances Outstanding shall at no time exceed the Total Swingline Commitments and (ii) the Advances Outstanding shall at no time exceed the Total Commitments.

2.07. **Several Obligations.** The obligations of each Lender under this Agreement are several. The failure of any Lender to perform such obligations shall not relieve any other Lender, the Agent or the Borrower of any of their respective obligations or liabilities under this Agreement nor shall the Agent be responsible for the obligations of any Lender (except for its own obligations, if any, as a Lender) nor shall any Lender be responsible for the obligations of any other Lender under this Agreement.

### SECTION 3. AVAILABILITY; CONTRIBUTION; CONVERSION

3.01. **Availability.** The Borrower may not request the first Advance until it has delivered, or caused to be delivered, to the Agent (or its duly authorized representative) each of the documents listed in Schedule 2.

3.02. **Funding.** The obligation of each Lender to fund each Advance during the Availability Period is subject to the condition that (and by requesting and accepting any Advance, the Borrower shall be deemed to have represented that) at the date of the Drawdown Notice for, and at the Drawdown Date of, any such Advance:

(a) No Event of Default and no Potential Event of Default has occurred and is continuing or would result from the making of such Advance; and

(b) The representations and warranties of the Borrower set out in Section 10 (other than Section 10.05) are true and accurate as of each such date as if made on each such date with reference to the facts subsisting on the relevant date.

3.03. **Conversion Generally.** In the event that, on any Conversion Date other than a Conversion Date on which an Initial Back-to-Back Advance Converts to a Latter Back-to-Back Advance, either (i) there shall not have been, at any time during the six (6) month period immediately preceding such Conversion Date, an occasion on which the Borrower shall have been required, pursuant to either Section 3.02 or this Section 3.03, to and did satisfy the respective condition under Section 3.02 or this Section 3.03, as applicable, or (ii) the Conversion requested by the Borrower to occur on such Conversion Date is a Conversion to a Longer-Term Advance, then the obligation of each Lender to effect the Conversion otherwise contemplated to occur on such Conversion Date is subject to the condition that at the date of the applicable Conversion Notice and at such Conversion Date:

(a) No Event of Default has occurred and is continuing or would result from the making of such Conversion; and

(b) The representations and warranties of the Borrower set out in Section 10 (other than Sections 10.05 and 10.06) are true and accurate as of each such date as if made on each such date with reference to the facts subsisting on the relevant date.

In the event that the Borrower shall fail to satisfy such condition on the date of any Conversion Notice or on any Conversion Date, the Advance which would otherwise have been Converted on the proposed Conversion Date shall be repaid in full, together with interest thereon to the date of such repayment, on such Conversion Date.

3.04. **Conversion to Latter Back-to-Back Advance.** Notwithstanding anything else contained herein to the contrary, the Lender in respect of an Initial Back-to-Back Advance shall have an unconditional obligation to Convert such Initial Back-to-Back Advance to the related Latter Back-to-Back Advance on the date which is the last day of the Interest Period for such Initial Back-to-Back Advance unless one of the following events shall have occurred on or prior to such date:

(a) the Instructing Group shall have directed the Agent to give notice to the Borrower (and such notice shall then remain in effect) pursuant to Section 12.02(b) or (c) that all Advances then Outstanding or that such Initial Back-to-Back Advance or the related Longer-Term Advance shall be immediately due and payable or shall be repayable on demand;

(b) the Borrower shall have prepaid, for any reason, such Initial Back-to-Back Advance or such related Longer-Term Advance;

(c) the applicable Lender shall have given notice under Section 13.01 that it is then Unlawful for such Lender to make or maintain its participations in Eurodollar Advances and the Borrower, as a result thereof, is then being required to prepay such Lender's participation in all Outstanding Eurodollar Advances; or

(d) the Agent shall have given notice of the type contemplated in Section 13.04 in respect of such Latter Back-to-Back Advance and the Borrower shall have elected to cancel such Latter Back-to-Back Advance in accordance with the terms of Section 13.04.

#### SECTION 4. **BORROWINGS**

4.01. **Requests for Eurodollar Advances.** Subject to the Agent having received a written Drawdown Notice from an Authorized Officer of the Borrower by not later than 11:00 a.m. (New York time)

(a) in the case of a Eurodollar Advance requested to have an initial Interest Period of one (1), two (2), three (3) or six (6) months, on the third Business Day prior to the proposed Drawdown Date for such Eurodollar Advance (which shall be a Business Day during the Availability Period); *provided that* in the event Section 13.05 shall apply, the Borrower may give notice at the later time specified therein for such Eurodollar Advance; and

(b) in the case of a Eurodollar Advance requested to have an initial Interest Period of nine (9) or twelve (12) months, on the fourth Business Day prior to the proposed Drawdown Date for such Eurodollar Advance (which shall be a Business Day during the Availability Period),

a Eurodollar Advance shall, subject to the terms and conditions of this Agreement, be made to the Borrower on the Business Day specified by the Borrower in such Drawdown Notice. Each Drawdown Notice shall be effective on receipt and shall, subject to Section 13.04 and Section 13.05, be irrevocable.

4.02. **Requests for Domestic Rate Advances.** Except with respect to requests for Swingline Advances pursuant to Section 4.03, subject to the Agent having received telephone or written (which may include a telefaxed or emailed writing in accordance with Section 18.01) notice of a proposed Domestic Rate Advance from an Authorized Officer of the Borrower by no later than 12:00 noon (New York time) on the proposed Drawdown Date for such Domestic Rate Advance, such notice specifying the amount of such Domestic Rate Advance and the proposed Drawdown Date of such Domestic Rate Advance (which Drawdown Date must be a Business Day during the Availability Period), such Domestic Rate Advance shall, subject to the terms and conditions of this Agreement, be made to the Borrower on such Drawdown Date. Telephone notice given by the Borrower shall be promptly confirmed by it in writing. Each telephone notice by an Authorized Officer of the Borrower shall be effective when made, shall be irrevocable and, until written confirmation thereof is received by the Agent, shall be deemed to contain, as of the date of such notice and with respect to the Domestic Rate Advance to which such notice relates, the matters specified in paragraphs (1) through (3) of the form of Drawdown Notice in Schedule 3 as if such telephone notice had been furnished by the Borrower to the Agent in writing. If any such written confirmation conflicts with the telephone notice, or if no written confirmation is received, the telephone notice shall govern if the Agent has acted thereon in the reasonable belief it was received from an Authorized Officer of the Borrower.

4.03. **Requests for Swingline Advances.** The Borrower shall provide the Agent (with a copy to each Swingline Lender) telephone or written (which may include a telefaxed or emailed writing in accordance with Section 18.01) notice of a proposed Swingline Advance, which notice must be received by the Swingline Lenders and the Agent by no later than 3:00 p.m. (New York time) on the proposed Drawdown Date specifying (i) the amount to be borrowed, and (ii) the requested Drawdown Date, which must be a Business Day during the Availability Period. Telephone notice given by the Borrower shall be promptly confirmed by it in writing by delivery of a Drawdown Notice. Each telephone notice by an Authorized Officer of the Borrower shall be effective when made, shall be irrevocable and, until written confirmation thereof is received by the Agent, shall be deemed to contain, as of the date of such notice and with respect to the Swingline Advance to which such notice relates, the matters specified in paragraphs (1) through (3) of the form of Drawdown Notice in Schedule 3 as if such telephone notice had been furnished by the Borrower to the Agent and the Swingline Lenders in writing. If any such written confirmation conflicts with the telephone notice, or if no written confirmation is received, the telephone notice shall govern if the Agent and/or any Swingline Lender has acted thereon in the reasonable belief it was received from an Authorized Officer of the Borrower. Upon receipt of the Drawdown Notice, each Swingline Lender will immediately confirm with the Agent (by telephone or in writing) that the Agent has received a copy of the Drawdown Notice from the Borrower and, if not, the Swingline Lender will provide the Agent with a copy thereof. Unless the Swingline Lenders have received notice by no later than 4:00 p.m. (New York time) on such Drawdown Date from the Agent (including at the request of any Lender) directing the Swingline Lender not to make the requested Swingline Advance as a result of the limitations set forth in the proviso set forth in the first sentence of Section 2.05 or in any other provision of this Agreement, then, subject to the terms and conditions hereof, each Swingline Lender will, not later than 4:30 p.m. (New York time) on the Drawdown Date specified in such Drawdown Notice, make the amount of its pro rata portion, based on the percentage of its Swingline Commitment in relation to the Total Swingline Commitment, Swingline Advance available to the Agent for the account of the Borrower at the office of the Agent in immediately available funds, and the Agent will subsequently (subject to the terms and conditions of this Agreement) make such Swingline Advance to the Borrower by no later than 5:00 p.m. (New York time) on such Drawdown Date. The Agent will notify the Lenders on a weekly basis if any Swingline Advance borrowings occurred during such week.

4.04. **Amount of Advances; Interest Period; Repayment of Advances.**

(a) Each Advance shall be in the amount of \$10,000,000 or a larger amount which is an integral multiple of \$5,000,000.

(b) Subject to the provisions set forth in paragraph (a) of the definition of the term “*Interest Period*” herein, each Eurodollar Advance shall have an initial Interest Period as specified in the applicable Drawdown Notice, which Interest Period shall end on or before the Termination Date. Each Advance shall be due and payable in full on the Termination Date, to the extent not otherwise repaid prior thereto.

4.05. **Notice by the Agent to the Lenders.**

(a) Upon receipt of a Drawdown Notice for a Eurodollar Advance, the Agent shall promptly, and in any event by 2:00 p.m. (New York time) on the third Business Day (in the case of a Drawdown Notice provided pursuant to Section 4.01(a)) or the fourth Business Day (in the case of a Drawdown Notice provided pursuant to Section 4.01(b)) prior to the related Drawdown Date notify each Lender of the Drawdown Date, the amount and initial Interest Period of such Eurodollar Advance and such Lender’s participation therein. In the case of a requested Longer-Term Advance, each Lender shall promptly, and in any event by no later than 9:30 a.m. (New York time) on the third Business Day prior to the proposed Drawdown Date, notify the Agent whether such Lender shall be able to obtain Dollars in the London Interbank Market of a tenor approximating the requested Interest Period and in an amount necessary to fund such Lender’s participation in such Longer-Term Advance. If any Lender fails to so notify the Agent, the Agent shall presume that such Lender is able to fund its participation in such Longer-Term Advance. The Agent shall advise the Borrower promptly, and in any event by no later than 11:00 a.m. (New York time) on the third Business Day prior to such proposed Drawdown Date, whether any Lender shall be unable to fund its participation in such Longer-Term Advance and whether the provisions of Section 13.05(a) or (b) shall apply in such instance.

(b) The Agent shall, after receiving the notice for a Domestic Rate Advance described in Section 4.02, promptly (and, in any event, not later than 1:00 p.m. (New York time) on the date such notice is received) notify each Lender by telephone or in writing (but if such notice is given by telephone it shall be promptly confirmed in writing (which may include a telefaxed writing)) of the amount of such Domestic Rate Advance and such Lender’s participation therein.

4.06. **Funding by Lenders.**

(a) Each Lender shall, by not later than 12:30 p.m. (New York time) on a Drawdown Date for a Eurodollar Advance, make available to the Agent for the account of the Borrower its participation in such Eurodollar Advance in accordance with Section 8.01. The Agent shall, by not later than 1:00 p.m. (New York time) on such Drawdown Date, make available to the Borrower in accordance with Section 8.02 all payments received by it pursuant to this Section 4.06(a).

(b) Each Lender shall, by not later than 3:00 p.m. (New York time) on the Drawdown Date for a Domestic Rate Advance, which is not a Swingline Advance, make available to the Agent for the account of the Borrower its participation in such Domestic Rate Advance in accordance with Section 8.01. The Agent shall, by not later than 3:30 p.m. (New York time) on such Drawdown Date, make available to the Borrower in accordance with Section 8.02 all payments received by it pursuant to this Section 4.06(b).

4.07. **Commitment Termination.** Without prejudice to any other provision of this Agreement, the Commitments shall terminate on the last day of the Availability Period, and no Advances shall be made to the Borrower thereafter.

## SECTION 5. INTEREST

5.01. **Interest Payment Dates.** The Borrower shall pay interest on each Eurodollar Advance (including each Back-to-Back Advance) on the last day of each Interest Period for such Eurodollar Advance and on the date such Eurodollar Advance shall be repaid or Converted pursuant to Section 6; *provided that* if any Interest Period in respect of a Eurodollar Advance is a period in excess of three (3) months, the Borrower shall pay interest on such Eurodollar Advance every three (3) months after the first day of such Interest Period and on the last day of such Interest Period. The Borrower shall pay interest in arrears on each Domestic Rate Advance on each of the following dates, to the extent interest thereon is accrued and has not theretofore been paid: (i) quarterly, on each March 31, June 30, September 30 and December 31 and (ii) on the date such Domestic Rate Advance shall be repaid in full or Converted pursuant to Section 6.

5.02. **Eurodollar Advances.** The rate of interest applicable to a Eurodollar Advance during an Interest Period shall be the aggregate (determined by the Agent) of (1) the Applicable Margin and (2) LIBOR in respect of such Interest Period relating to such Eurodollar Advance; *provided that*, in respect of Back-to-Back Advances, the rate of interest applicable thereto shall be so determined separately in respect of each of the Initial Back-to-Back Advance and the Latter Back-to-Back Advance on the basis of, and relative to the commencement dates of, the Interest Periods therefor, without regard to the interest rate applicable to the related Longer-Term Advance otherwise in effect.

5.03. **Domestic Rate Advances.** The rate of interest applicable to a Domestic Rate Advance on each day it is Outstanding shall be the aggregate (determined by the Agent) of (1) 0.50 percent per annum, if Level VI of the Senior Debt Rating Table applies to the Borrower; and (2) the higher of (i) the Prime Rate, and (ii) the sum of 0.50 percent per annum plus the Federal Funds Rate for such day.

5.04. **Default Interest.** If the Borrower fails to pay any sum due under this Agreement on its due date (whether at stated maturity, by acceleration or otherwise), the Borrower shall, to the fullest extent permitted by applicable Law, on demand pay interest on such sum from the due date to the date of actual payment (as well after as before judgment) at the rate per annum for each such day equal to:

(a) in the case of any sum other than as referred to in subsection (b) below, the rate per annum determined by the Agent from time to time to be the aggregate of (i) two percent, (ii) the Applicable Margin and (iii) at the Agent's discretion, either (A) the Federal Funds Rate or (B) LIBOR, determined as if a Eurodollar Advance were being made for an Interest Period with such duration not exceeding six months as may be specified by the Agent; or

(b) in the case of a Domestic Rate Advance or interest thereon or any other overdue sum relating to a Domestic Rate Advance, the rate per annum determined by the Agent from time to time to be the aggregate of (i) two percent, (ii) 0.50 percent per annum, if Level VI of the Senior Debt Rating Table applies to the Borrower, and (iii) the higher of the Prime Rate and 0.50 percent per annum above the Federal Funds Rate;

*provided that* if any such overdue sum is paid within the grace period specified in Section 12.01(a), the rate per annum payable under this subsection in respect of such sum shall be reduced by one percent per annum. So long as such nonpayment continues, such rate shall be recalculated on the same basis thereafter. To the extent permitted by applicable Law, interest on unpaid amounts shall be compounded daily (in the case of the rates described in Sections 5.04(a)(iii)(A) and 5.04(b)) or at the end of each Interest Period designated by the Agent (in the case of the rate described in Section 5.04(a)(iii)(B)).

5.05. **Notification.** The Agent shall promptly notify the Borrower and the Lenders of each rate of interest determined by it pursuant to this Section 5.

5.06. **Increased Costs.** So long as any Lender is intending to make a claim under this Section 5.06, such Lender shall notify the Agent and the Borrower if a Reserve Percentage becomes applicable to such Lender and of each change in the Reserve Percentage, if any, applicable to such Lender. Each Lender agrees to make a good faith effort to minimize the costs of maintaining any Reserve Percentage in respect of its participation in the Eurodollar Advances made to the Borrower hereunder. The Borrower shall pay to the Agent, for the account of each Lender which is subject to a reserve requirement in respect of Eurocurrency Liabilities and which has notified the Agent and the Borrower as aforesaid, on each date on which interest is payable on any Eurodollar Advance pursuant to Section 5.01, additional interest on such Lender's participation in the unpaid principal amount of such Eurodollar Advance at a rate per annum equal at all times during each Interest Period of such Eurodollar Advance to the remainder obtained by subtracting (1) LIBOR for such Interest Period from (2) the rate obtained by dividing LIBOR for such Interest Period by a percentage equal to 1.00 minus the Reserve Percentage (expressed as a decimal) actually incurred by such Lender for such Interest Period as specified in a certificate from such Lender delivered to the Agent and the Borrower setting out reasonable details of such Lender's computation. Notwithstanding anything contained in this Section 5.06 to the contrary, the Borrower shall have no obligation to pay any Lender additional interest under this Section 5.06 unless such Lender shall have provided the notice specified hereinabove, and then the Borrower shall be obligated to pay such additional interest only in respect of Eurodollar Advances Outstanding from and after the date of the Borrower's receipt of such notice.

5.07. **Special Prepayment.** If any Lender has made a claim under Section 5.06 for additional interest in respect of an Advance, the Borrower shall have the right on giving not less than five (5) Business Days' written irrevocable notice to the Agent (which shall promptly so notify such Lender) to prepay without premium or penalty (but subject to Section 14.01 (c)) to the Agent for the account of such Lender all (but not in part only) of such Lender's participation in the aggregate Advances then Outstanding, together with accrued interest thereon and all other sums owing to such Lender hereunder and otherwise in accordance with and subject to the provisions of this Agreement; *provided that* such prepayment shall not relieve the Borrower from its obligation to pay such additional interest that may be due or any other amount that is due and owing to such Lender under this Agreement as of the date of such payment. When such prepayments are made, the Commitment of such Lender shall be canceled and reduced to zero and no amount prepaid in connection therewith may be redrawn.

## SECTION 6. **CONVERSION, REPAYMENT, PREPAYMENT AND TERMINATION**

### 6.01. **Conversion.**

(a) The Borrower may effect a Conversion of any Outstanding Advance, except a Swingline Advance, upon notice given to the Agent not later than 11:00 a.m. (New York time)

(i) in the case of any request for a Eurodollar Advance that is to have an Interest Period upon Conversion of one (1), two (2), three (3) or six (6) months and in the case of any request for a Domestic Rate Advance, on the third Business Day prior to the proposed Conversion Date; *provided that* in the event Section 13.05 shall apply, the Borrower may give notice at the later time specified therein for such a Conversion; and

(ii) in the case of any request for a Eurodollar Advance that is to have an Interest Period upon Conversion of nine (9) or twelve (12) months, on the fourth Business Day prior to the proposed Conversion Date;

*provided that* in the case of an Outstanding Eurodollar Advance, a Conversion thereof shall be made on, and only on, the last day of an Interest Period for such Advance. Each Conversion Notice shall specify (i) the date of such Conversion, which date shall be a Business Day, (ii) the

Eurodollar Advance or Domestic Rate Advance to be Converted, (iii) the nature of the Conversion, and (iv) the Interest Period therefor selected by the Borrower, if applicable. The Borrower may submit a single Conversion Notice in respect of all Advances being Converted on the same day and may, in such Conversion Notice, indicate that the principal amount of one or more of such Advances shall be combined into a single new Eurodollar Advance or Domestic Rate Advance or more than one new Eurodollar Advance or Domestic Rate Advance or that a single Eurodollar Advance or Domestic Rate Advance is to be Converted into one or more new Eurodollar Advances or Domestic Rate Advances or a combination thereof, each of which new Eurodollar Advances or Domestic Rate Advances shall be in the amount of \$10,000,000 or a larger amount which is an integral multiple of \$5,000,000. Each Conversion Notice shall be effective on receipt and shall, subject to Section 13.05, be irrevocable.

(b) In the event that the Borrower shall fail to provide a Conversion Notice in respect of any Eurodollar Advance at or prior to 11:00 a.m. (New York time) on the third Business Day prior to the last day of the Interest Period then in effect in respect of such Eurodollar Advance, then such Advance shall, on the last day of the Interest Period then in effect, Convert into a Domestic Rate Advance unless prepaid on such date pursuant to a notice given within the period required by Section 6.03(a) for repaying a Domestic Rate Advance.

(c) Upon receipt of a Conversion Notice, the Agent shall promptly notify each Lender of the Conversion Date, the amount of such Advance, the type of such Advance, the new Interest Period (if applicable) of such Advance and such Lender's participation therein. In the case of a requested Longer-Term Advance, each Lender shall promptly, and in any event by no later than 10:00 a.m. (New York time) on the third Business Day prior to the proposed Conversion Date, notify the Agent whether such Lender shall be able to obtain Dollars in the London Interbank Market of a tenor approximating the requested Interest Period and in an amount necessary to maintain such Lender's participation in such Longer-Term Advance. If any Lender fails to so notify the Agent, the Agent may presume that such Lender is able to maintain its participation in such Longer-Term Advance. The Agent shall advise the Borrower promptly, and in any event by no later than 11:00 a.m. (New York time) on the third Business Day prior to such proposed Conversion Date, whether any Lender shall be unable to maintain its participation in such Longer-Term Advance and whether the provisions of Section 13.05(a) or (b) shall apply in such instance.

6.02. **Termination of Commitments.** Notwithstanding anything to the contrary herein, on the Termination Date, that portion of the Revolving Credit Facility then remaining shall terminate, the Commitments of the Lenders shall reduce to zero and all Outstanding Advances and other sums (if any) then owing shall be repaid or paid in full.

6.03. **Repayment of Domestic Rate Advances; Prepayment of Eurodollar Advances.** Subject to the provisions of Section 14:

(a) The Borrower may repay the whole (or any part) of any Domestic Rate Advance, including Swingline Advances, (but, if in part, in a minimum of \$10,000,000 or any larger sum which is an integral multiple of \$5,000,000) together with accrued interest, on any Business Day without premium or penalty by giving the Agent notice (which shall specify the Advances or portions to be repaid, shall be effective on receipt and shall be irrevocable) by no later than 12:00 noon (New York time) on the date of such proposed prepayment. The Agent shall promptly notify each Lender or Swingline Lender, if applicable, of any such notice received from the Borrower.

(b) The Borrower may prepay (i) the whole (but not in part only) of any Eurodollar Advance, together with accrued interest, on the last day of the Interest Period then in effect for such Eurodollar Advance, without premium or penalty, by giving the Agent not less than three (3) Business Days' prior written notice and (ii) all (but not in part only) of the Eurodollar Advances, together with accrued interest, on any Business Day without premium or penalty (but subject to Section 14.01), by giving the Agent not less than three (3) Business Days' prior written notice. The Agent shall promptly notify each Lender of any such notice received from the Borrower. Notice in each such case specify the Advances to be prepaid, shall be effective on receipt and shall be irrevocable.

6.04. **Reduction of Commitments; etc.**

(a) Subject to Section 2.03, the Borrower may at any time during the Availability Period, by giving the Agent not less than three (3) days' prior written notice (which shall be effective on receipt and irrevocable), permanently reduce the whole or any part (being \$10,000,000 or any larger sum which is an integral multiple of \$5,000,000) of the Total Commitments which is undrawn and which has not been requested in a Drawdown Notice, and the Commitment of each Lender shall thereupon be reduced proportionately.

(b) No Lender shall make any Eurodollar Advance for an Interest Period that extends beyond the date scheduled for any reduction pursuant to Section 6.04(a) if, after such date, (i) the aggregate principal amount of the Advances then Outstanding would exceed the Total Commitments or (ii) the aggregate principal amount of such Lender's participation in all Advances then Outstanding would exceed such Lender's Commitment.

**SECTION 7. FACILITY FEE, UTILIZATION FEE, ARRANGEMENT AND AGENCY FEES AND EXPENSES**

7.01. **Facility Fee.** The Borrower shall pay to the Agent, for the account of the Lenders, on each March 31, June 30, September 30 and December 31 occurring after the date of this Agreement and on the last day of the Availability Period, a facility fee calculated during the Availability Period at an amount equal to the percentage rate per annum applicable to such period, as determined by the Borrower's Senior Debt Rating and set forth on the Senior Debt Rating Table for such facility fee, multiplied by the average daily amount of the Total Commitments (whether used or unused) during the three (3) month (or shorter) period then ended. The Agent shall distribute any payment of the facility fee received hereunder among such Lenders in proportion to their aggregate Revolving Commitments (whether used or unused).

7.02. **Utilization Fee.** The Borrower shall pay to the Agent, for the account of the Lenders, within ten (10) days after each January 1 and July 1 occurring after the date of this Agreement and on the last day of the Availability Period, a utilization fee equal to the rate per annum applicable during each period for which such utilization fee is being calculated (each such period, an "*Applicable Period*"), as determined by the Borrower's Senior Debt Rating and set forth on the Senior Debt Rating Table for such utilization fee, multiplied by the aggregate Outstanding Eurodollar Advances on each day during such Applicable Period; *provided that* such utilization fee shall be payable only if the aggregate Outstanding Eurodollar Advances on such day equals or exceeds 50% (such percentage measurement, the "*Determinative Percentage*") of the Total Commitments in effect on such day. The Agent shall distribute any payment of such utilization fee received hereunder among such Lenders in proportion to their Revolving Commitments.

7.03. **Additional Fees and Expenses.** Whether or not any Advances are ever made, the Borrower shall pay to each of the Agent and Citigroup Global Markets Inc., for its own account or for the

account of the Lenders, as applicable, such additional fees and expenses as were agreed by the Borrower and the Agent in two letter agreements each dated June 6, 2008.

7.04. **Fees and Expense of Agent and Lenders Following an Event Default.**

(a) The Borrower shall pay to the Agent, or to a single nominee of the Agent designated for this purpose, on demand all reasonable out-of-pocket costs and expenses (including, but not limited to, legal and other out-of-pocket expenses and any value added tax and any stamp or other similar Taxes and any court, registration or recording fees in any applicable jurisdiction) incurred by the Agent or such nominee after the occurrence of an Event of Default or Potential Event of Default, in each case during the continuance thereof, in preserving or enforcing any of the rights of the Lenders or the Agent under this Agreement.

(b) The Borrower shall pay to each Lender on demand all reasonable out-of-pocket costs and expenses (including, but not limited to, legal and other out-of-pocket expenses and any value added tax and any stamp or other similar Taxes and any court, registration or recording fees in any applicable jurisdiction) incurred by such Lender after the occurrence of an Event of Default and during the continuance thereof, in preserving or enforcing any of such Lender's rights under this Agreement. Notwithstanding this Section 7.04(b), the Borrower shall not be obliged to pay a Lender for its costs and expenses incurred in connection with the enforcement of any rights under this Agreement, including without limitation, reasonable fees and disbursements of its counsel, if (x) the proceeding brought by such Lender for such enforcement is dismissed, with prejudice, on the pleadings or pursuant to a motion made by the Borrower for summary judgment and (y) if such Lender appeals such dismissal, such dismissal is affirmed and the time for any further appeals has expired.

7.05. **Fees for Amendments, Consents, etc.** The Borrower shall pay to the Agent on demand all reasonable out-of-pocket costs and expenses (including, but not limited to, legal and other out-of-pocket expenses and any Tax and any stamp or other similar taxes) incurred by the Agent in connection with:

(a) any variation or amendment of, or supplement to, any of the terms of this Agreement that is requested by the Borrower; or

(b) any consent or waiver required from the Lenders or the Agent in relation to this Agreement, and, in each case under (a) or (b), regardless of whether the same is actually implemented, completed or granted.

7.06. **Stamp Taxes.** The Borrower shall promptly pay all stamp, documentary and other like Taxes, if any, to which this Agreement may be subject or give rise and shall indemnify the Agent on behalf of each Lender against any and all liabilities with respect to or resulting from any delay or omission on the part of the Borrower to pay any such Taxes.

**SECTION 8. PAYMENTS**

8.01. **Payments to Agent.** Except as otherwise provided in this Agreement, on each date on which this Agreement requires an amount to be paid by any party hereunder, the relevant party shall make the same available to the Agent by payment in Dollars in Same Day Funds by (unless otherwise indicated herein) 11:00 a.m. (New York time) to the Agent in New York City, New York at the Agent's Account or to such other account in New York City, New York as the Agent may from time to time specify with reasonable advance notice.

8.02. **Manner of Payment.** Except as otherwise provided in this Agreement, each payment received by the Agent for the account of another party pursuant to Section 8.01 shall:

(a) in the case of a payment received for the account of the Borrower, be made available to the Borrower in payment (for value on the date of receipt) to such account with such bank in New York City or Chicago as the Borrower shall have previously notified to the Agent for this purpose; *provided that* the Agent shall make the amount of any Eurodollar Advance or Domestic Rate Advance available to the Borrower pursuant to Section 4.06 only by payment to a Designated Borrower Account; and

(b) in the case of any other payment, be made available by the Agent to the party for whose account such payment was received for value the same day by transfer to such account of such party with such bank in the United States that is a member of the New York Clearing House Interbank Payments System or the Federal Reserve System as such party shall have previously notified to the Agent.

The Agent will distribute promptly, and to the same extent of value as received, all payments received by it in accordance with the foregoing provisions of this Section 8.02.

8.03. **Presumption by the Agent.** Where any sum is to be paid hereunder to the Agent for the account of another Person, unless previously notified by the party scheduled to make such payment that it will not make such payment the Agent may assume that the payment will be made when due and may (but shall not be obliged to) make such sum available to the Person so entitled. If it proves to be the case that such payment was not made to the Agent, then the Person to whom such sum was so made available shall on request refund such sum to the Agent together with interest thereon at the Federal Funds Rate up to the date of such repayment or, in the case of a Lender scheduled to fund an Advance, the Agent shall be entitled to recover from such Lender the amount advanced by the Agent for the account of such Lender as its participation therein together with interest thereon at the Federal Funds Rate up to the date of actual payment, which payment shall constitute such Lender's funding of its participation in such Advance.

8.04. **Payment Date.** Without limiting the definition of "*Interest Period*" herein, when any payment under this Agreement would otherwise be due on a day which is not a Business Day, the due date for payment shall be extended to the next following day which is a Business Day unless such day falls after the Termination Date, in which case payment shall be made on the immediately preceding day which is a Business Day.

8.05. **Computation of Interest, Fees, etc.** All interest and other payments of an annual nature under this Agreement shall accrue from day to day and be calculated on the basis of actual days elapsed (i) in the case of interest based on the Prime Rate, in a 365- or 366-day year, as the case may be, and (ii) in the case of all other interest, all facility and utilization fees and all other amounts payable hereunder by the Borrower, in a 360-day year.

8.06. **Binding Effect of Computation.** Any certificate or determination of the Agent or any Lender as to any amount payable under this Agreement shall, in the absence of manifest error be rebuttably presumptive evidence thereof in respect of the Borrower; *provided that* determinations by the Agent of any rate of interest pursuant hereto shall be conclusive and binding on the parties in the absence of manifest error.

8.07. **Evidence of Debt.**

(a) The Agent will maintain records showing the aggregate amount of Advances Outstanding from time to time and all other sums owing by the Borrower under this Agreement

and all payments in respect thereof made by the Borrower from time to time. Such accounts shall, in the absence of manifest error, be rebuttably presumptive evidence thereof in respect of the amount from time to time owing by the Borrower to the Agent and each Lender under this Agreement.

(b) Any Lender may request the Borrower to issue a promissory note to evidence the Outstanding Advances and interest thereon owed to such Lender. If any Advance is then Outstanding, following such a request from a Lender the Borrower shall execute and deliver a single master promissory note to such Lender evidencing such Lender's (or such Lender's and its registered assigns') participation in Advances from time to time Outstanding hereunder, such promissory note to be otherwise in a form mutually acceptable to the Borrower, the relevant Lender and the Agent. Thereafter, the Advances evidenced by such note and interest thereon shall at all times (including after assignment pursuant to Section 16) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such note is a registered note, to such payee and its registered assigns).

8.08. **Application of Payments.** All payments received by the Agent from the Borrower pursuant to this Agreement shall be applied in the following order: first, to any sums due and owing pursuant to Section 7 (and as among such sums, first to costs and expenses due pursuant to Sections 7.03, 7.04, and 7.05 and Taxes and liabilities due pursuant to Section 7.06 and then to any fees and other amounts payable under Section 7), second, to any interest, third, to the repayment of the principal of the Advances in the order of maturity thereof, and fourth, to any other amounts due and payable hereunder in any order determined by the Agent to be reasonable and appropriate at the time of distribution; *provided that* the Borrower may, on written notice to the Agent, direct that payments received by the Agent from the Borrower be applied in a manner other than as set forth above if the Borrower in good faith is then contesting the amount or the existence of the obligation to which the payment would have been applied but for such notice. Payments shall be distributed promptly upon receipt among the Agent and the Lenders in like funds as received, in proportion to the respective amounts of such sums due and owing to each of them.

## SECTION 9. TAXATION

9.01. **No Set-Off.** All payments by the Borrower under this Agreement shall, to the extent permitted by applicable law (but subject to Section 9.02), be paid in full without set-off or counterclaim and free and clear of any deduction or withholding for or on account of any Taxes imposed under the Laws of the United States (or any political subdivision or taxing authority thereof or therein) or any jurisdiction through or out of which the Borrower makes payment.

9.02. **Withholding Tax Gross-Up.** If the Borrower is required by applicable Law to make any withholding of or deduction from any payment due to any Loan Party under this Agreement for or on account of any Taxes specified in Section 9.01 it shall promptly notify the Agent thereof and shall promptly remit the amount of such Taxes to the appropriate Taxation authority prior to the date on which penalties attach thereto or interest accrues thereon; *provided, however,* that if any such penalty or interest becomes due, the Borrower shall make prompt payment thereof to such authority. The Borrower shall pay to the Agent simultaneously with the making of such payment such additional amounts as may be necessary in order that the net amount received by the Agent for distribution to such Loan Party, after the required withholding or other payment (including any required withholding or other payment on such additional amounts), is equal to the amount that would have been received by such Loan Party had no such withholding or other payment been made; *provided that* no such additional amounts shall be paid to a Loan Party in respect of Taxes:

(a) that constitute income taxes (including, without limitation, branch profit taxes, minimum taxes and taxes computed under alternative methods, at least one of which is based on net income) or franchise taxes (imposed in lieu of income taxes) that are based on or measured by the net income of such Loan Party or the gross receipts of such Loan Party imposed on such Loan Party by any jurisdiction (or any taxing authority thereof or therein) in which such Loan Party is organized, conducts business has its principal office or in which its applicable lending office is located;

(b) if such Loan Party is a Foreign Lender and shall have delivered a current or updated IRS Form W-8ECI to the Borrower pursuant to Section 9.04(a) and such Loan Party shall at any time not be entitled to exemption from withholding for or on account of Taxes imposed by the United States (“*United States Taxes*”) for any reason other than a change in United States federal income tax Law, regulation or official interpretation after the date hereof;

(c) if such Loan Party is a Foreign Lender and shall have delivered a current or updated IRS Form W-8BEN to the Borrower claiming complete exemption from withholding for or on account of United States Taxes pursuant to Section 9.04(a) and such Loan Party shall at any time not be entitled to the exemption from withholding for or on account of United States Taxes claimed on such Form W-8BEN for any reason other than an amendment, modification or revocation of an applicable double tax treaty or a change in official position regarding the application or interpretation of such treaty, in each case after the date hereof;

(d) if such Loan Party is a Foreign Lender and shall have delivered a current or updated IRS Form W-8IMY or Form W-8BEN (or other form reasonably acceptable to Borrower evidencing such Lender’s foreign status) together with a written representation that such Loan Party (x) is not a bank (within the meaning of Section 881(c)(3)(A) of the Code), (y) is not a 10-percent shareholder (within the meaning of Section 881(c)(3)(B) of the Code) and (z) is not a controlled foreign corporation related within the meaning of Section 864(d)(4) of the Code) to the Borrower, and such Lender shall at any time not be entitled to claim an exemption from withholding for or on account of United States Taxes other than a change in United States federal income tax Law, regulation or official interpretation after the date hereof; or

(e) if such Loan Party (which, in the case of the Agent, shall mean the Lender acting as the same) shall otherwise have failed to comply with the terms of Section 9.04 other than as the result of an inability to deliver the documents referred to therein due to a change in United States federal income tax Law, regulation or official interpretation, an amendment, modification or revocation of an applicable United States double tax treaty or a change in official United States position regarding the application or interpretation of such a treaty, in each case after the date hereof.

Each Lender agrees to make a good faith effort to minimize any such withholding requirement and minimize the obligation of the Borrower to pay additional amounts under this Section 9.02 in any manner that would not, in the reasonable judgment of such Lender, be materially disadvantageous to such Lender.

9.03. **Evidence of Tax Remittance.** Not later than thirty (30) days after the written request therefor by the Agent in respect of any deduction or withholding of any such Taxes pursuant to Section 9.02, the Borrower shall forward to the Agent official Tax receipts and any other documents or evidence reasonably required by the Agent that such Taxes have been remitted to the appropriate Taxation authority.

9.04. **Delivery of Documents.**

(a) Each Foreign Lender severally covenants and agrees to deliver to the Borrower, with a copy to the Agent, so long as such Lender's Commitment has not been reduced to zero, either (i) within thirty (30) days after the date hereof and thereafter at such times as are required by law, a letter in duplicate in the form set out in Part I of Schedule 5 and two (2) duly completed and executed copies of IRS Form W-8BEN indicating complete exemption from withholding (or any successor form or forms required to obtain complete exemption from withholding under the applicable tax treaty), dated the date hereof or such other dates, as appropriate, (ii) within thirty (30) days after the date hereof and thereafter at such times as are required by law, a letter in duplicate in the form set out in Part II of Schedule 5 and two (2) duly completed and executed copies of IRS Form W-8ECI (or any successor form or forms required to obtain complete exemption from withholding by reason of such income being effectively connected to a U.S. trade or business of such Person) dated the date hereof or such other dates, as appropriate, or (iii) within thirty (30) days after the date hereof and thereafter at such times as are required by law, a letter in duplicate in the form set out in Part III of Schedule 5, two (2) duly completed and executed copies of IRS Form W-8IMY or Form W-8BEN (or other form reasonably acceptable to the Borrower evidencing such Lender's foreign status) together with a written representation that such Lender (x) is not a bank (within the meaning of Section 881(c)(3)(A) of the Code), (y) is not a 10-percent shareholder (within the meaning of Section 881(c)(3)(B) of the Code) and (z) is not a controlled foreign corporation related (within the meaning of Section 864(d)(4) of the Code) to the Borrower. As promptly as practicable following any change in status of a Foreign Lender who has provided the form or letter set forth herein, such Foreign Lender shall notify the Agent and the Borrower of such change in status.

(b) Each Corporate U.S. Lender and Non-Corporate U.S. Lender severally covenants and agrees to deliver to the Borrower, with a copy to the Agent, so long as such Lender's Commitment has not been reduced to zero, within thirty (30) days after the date hereof, a letter in duplicate in the form set out in Part IV of Schedule 5 and two (2) duly completed and executed copies of IRS Form W-9 (or any successor form or forms permitted by applicable law). As promptly as practicable following any change in status of a Corporate U.S. Lender or Non-Corporate U.S. Lender who has provided the form or letter set forth herein, such Corporate U.S. Lender or Non-Corporate U.S. Lender shall notify the Agent and the Borrower of such change in status.

(c) Each Lender that is not a Foreign Lender or a Non-Corporate U.S. Lender severally covenants and agrees to deliver to the Borrower, immediately upon such Lender's becoming a Foreign Lender or a Non-Corporate U.S. Lender, as applicable, a statement indicating such change in status, accompanied by duly executed copies of the then appropriate documents described in Section 9.04(a) or (b), as applicable.

9.05. **Special Prepayment.** If the Borrower shall reasonably determine that it would be required to pay additional amounts for the account of any Lender pursuant to this Section 9, the Borrower shall have the right on giving not less than five (5) days' written irrevocable notice to the Agent (which shall promptly so notify such Lender) to prepay without premium or penalty (but subject to Section 14.01) to the Agent for the account of such Lender all (but not part only) of such Lender's participation in the aggregate Advances then Outstanding, together with accrued interest thereon and all other sums owing to such Lender hereunder and otherwise in accordance with and subject to the provisions of this Agreement; *provided that* such prepayment shall not relieve the Borrower from its obligation to pay such additional amounts that may be due in accordance with this Section 9 or under any other provision of this Agreement. When such prepayment is made, the Commitment of such Lender (if

not already canceled) shall be canceled and reduced to zero and no amount prepaid in connection therewith may be redrawn.

9.06. **Lender Obligations.** Notwithstanding anything contained in this Agreement to the contrary, the Borrower shall not be obligated to pay any fee described in Section 7 (except for fees payable at closing), any interest described in Section 5, any amount payable under Section 9.02 or any indemnity described in Section 14 or in any side letter to any Foreign Lender or Non-Corporate U.S. Lender (or to the Agent on behalf of any such Lender) unless it has received from such Loan Party the forms described in Section 9.04(a)(i), (ii) or (iii) or Section 9.04(b), as applicable, (unless such Loan Party is unable to deliver such forms due to a change in United States federal income tax Law, regulation or official interpretation, an amendment, modification or revocation of an applicable United States double tax treaty or a change in official United States position regarding the application or interpretation of such a treaty, in each case after the date hereof). In the event the Borrower elects to exercise its rights under this Section 9.06 not to make payment to any Foreign Lender or Non-Corporate U.S. Lender (or the Agent on behalf of such Loan Party), the Borrower shall promptly so advise the Agent and the Agent in turn shall promptly so advise the affected Loan Party. All amounts not paid by reason of this Section 9.06 shall be remitted to and shall be deemed to be held in trust for the benefit of the Borrower by the Agent and shall be distributed by the Agent to the affected Loan Party only upon written confirmation by the Borrower of the Borrower's receipt of the documentation in respect of such Loan Party required pursuant to this Section 9 (which confirmation the Borrower shall promptly give following such receipt) and, in the event the Borrower shall not receive such documentation prior to the Termination Date, all amounts deemed held in trust for the benefit of the Borrower pursuant to this Section 9.06 shall thereupon be distributed by the Agent to the Borrower.

## SECTION 10. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants that:

10.01. **Organization; Powers.** The Borrower is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware; the Borrower is duly qualified and in good standing as a foreign corporation in all other jurisdictions, if any, in which its operations or properties require such qualification and where the failure to be duly qualified and in good standing would have a material adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis or would materially impair the Borrower's ability to perform its obligations under this Agreement. The Borrower has all requisite corporate power and authority (i) to execute, deliver and perform its obligations under this Agreement and (ii) to borrow from the Lenders in the manner contemplated by this Agreement.

10.02. **Authorization; No Conflicts; No Defaults.** The making and performance by the Borrower of this Agreement and the borrowings by the Borrower from the Lenders in the manner contemplated by this Agreement have each been duly authorized by all necessary corporate action (including any necessary stockholder action) on the part of the Borrower and do not (i) to the best of the Borrower's knowledge, violate or conflict with any provision of any Law (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System) or Directive presently in effect having applicability to the Borrower or (ii) result in a breach of, conflict with, or constitute a default under, the Organizational Documents of the Borrower or any indenture or loan or credit agreement or any other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties may be bound or affected, which breach, conflict or default would, individually or taken in the aggregate with all other such breaches, conflicts and defaults, have a material adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis. Neither the Borrower nor any of its Subsidiaries is in default under or in violation of its Organizational Documents, any indenture, loan or credit agreement, other agreement or instrument, or any Law or Directive except

for such defaults or violations, if any, which would not, individually or in the aggregate, have a material adverse effect upon the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis and would not, individually or in the aggregate, materially impair the Borrower's ability to perform its obligations under this Agreement.

10.03. **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles which may limit the right to obtain the remedy of specific performance of executory covenants.

10.04. **PBGC Liability.** No material liability to the PBGC or to any Plan exists or is expected by the Borrower to be incurred by the Borrower or any Related Person. If the Borrower and all Related Persons withdrew from the Plans which are multiemployer plans (as defined in Section 4001(a)(3) of ERISA) and terminated the Plans which are not multiemployer plans, the aggregate liability of the Borrower and Related Persons to the PBGC and to the Plans, would not have a material adverse effect on the financial position or operations of the Borrower and its Subsidiaries taken on a consolidated basis.

10.05. **Financial Condition.** The consolidated balance sheet of the Borrower and its Subsidiaries at December 31, 2007 and the related statements of income, changes in shareholders' equity and changes in financial position for the year then ended, copies of which have been made available to the Lenders, are complete and correct and fairly set forth the financial position of the Borrower and its Subsidiaries at that date and the results of operations and changes in financial position of the Borrower and its Subsidiaries for the year then ended, all in accordance with generally accepted accounting principles, and there has been no material adverse change in the financial position or operations of the Borrower and its Subsidiaries taken on a consolidated basis since the date of such consolidated balance sheet and related statements. The consolidated balance sheet of the Borrower and its Subsidiaries and the related statements of income, changes in shareholders' equity and changes in financial position for the period then ended contained in the Borrower's most recent Form 10-K, as amended, or Form 10-Q as filed with the Securities and Exchange Commission, copies of which have been made available to the Lenders, are complete and correct and fairly set forth the financial position of the Borrower and its Subsidiaries at the last day of the period then ended and the results of operations and changes in financial position of the Borrower and its Subsidiaries for the period then ended, all in accordance with generally accepted accounting principles, and there has been no material adverse change in the financial position or operations of the Borrower and its Subsidiaries taken on a consolidated basis since the date of such consolidated balance sheet and related statements.

10.06. **Litigation.** There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries or any of its or their respective properties before any court, governmental agency or regulatory authority (Federal, state or local) which in the judgment of the Borrower have a reasonable likelihood of being determined adversely to the Borrower or such Subsidiary, as the case may be, and would have a material adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis or would materially impair the Borrower's ability to perform its obligations under this Agreement.

10.07. **Consents.** All Consents of any court, governmental agency or regulatory authority (Federal, state or local), including without limitation, the Securities and Exchange Commission or any securities exchange, required in connection with the making and performance by the Borrower of this Agreement or in connection with the borrowings by the Borrower from the Lenders in the manner contemplated by this Agreement have been obtained and are in full force and effect.

10.08. **Margin Requirements.** None of the transactions contemplated in this Agreement (including, without limitation, the borrowings hereunder and the use of the proceeds thereof) will violate or result in a violation of Section 7 of the Securities Exchange Act of 1934, as amended (or any regulations issued pursuant thereto, including, without limitation, Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. 221 and 224, as amended).

10.09. **Maintenance of Licenses, Permits, etc.** With respect to all franchises, certificates, licenses, permits and other authorizations from governmental entities, political subdivisions or regulatory authorities, patents, trademarks, service marks, tradenames, copyrights, licenses and other rights of the Borrower and its Subsidiaries, in each case, that are necessary in any material respect for the operation of their respective businesses, neither the Borrower nor any of its Subsidiaries has failed to obtain or maintain in effect, free from burdensome restrictions, or is in violation of any of the foregoing in any respect which failure or violation materially and adversely affects the business, property or financial condition and operations of the Borrower and its Subsidiaries taken on a consolidated basis or the Borrower's ability to perform its obligations under this Agreement.

10.10. **ERISA Contributions.** The Borrower and each Related Person have timely made all contributions required under Section 412 of the Code to be made to any Plan which covers one or more employees of the Borrower or such Related Person, the non-payment of which materially and adversely affects the business, property, or financial condition and operations of the Borrower and its Subsidiaries taken on a consolidated basis or the Borrower's ability to perform its obligations under this Agreement.

All representations and warranties made by the Borrower herein shall survive the execution and delivery of this Agreement and the making of any Advances hereunder.

## SECTION 11. UNDERTAKINGS

11.01. **Notices of Material Events; Books and Records; Inspection Rights; Conduct of Business; Compliance with Laws; etc.** The Borrower undertakes that so long as any amount remains to be drawn or remains Outstanding or payable under this Agreement it will:

(a) either furnish to the Agent for distribution to each Lender or furnish directly to each Lender:

(i) as soon as possible, and in any event within ten (10) Business Days after an Authorized Officer of the Borrower shall have obtained knowledge thereof, after the occurrence of an Event of Default or a Potential Event of Default, the statement of an appropriate officer of the Borrower setting forth the details of each such Event of Default or Potential Event of Default and the action which the Borrower proposes to take or is taking with respect thereto;

(ii) as soon as available, and in any event within fifteen (15) days after such document is required by applicable Law to be filed with the Securities and Exchange Commission after the end of each of the first three (3) quarters of each fiscal year of the Borrower, a copy of the Borrower's Form 10-Q as filed with the Securities and Exchange Commission;

(iii) as soon as available, and in any event within thirty (30) days after such document is required by applicable Law to be filed with the Securities and Exchange Commission after the end of each fiscal year of the Borrower, a copy of the Borrower's Form 10-K as filed with the Securities and Exchange Commission, accompanied by a letter from an authorized financial officer of the Borrower addressed to the parties hereto

stating that such officer has made, or caused to be made, such an examination or investigation as is necessary to enable such officer to make the statements in the letter and that, in the reasonable judgment of such officer after such examination, no Event of Default or Potential Event of Default has occurred and was continuing at the end of such fiscal year or on the date of the letter or, if, in the reasonable judgment of such officer after such examination, such an Event of Default or Potential Event of Default has occurred and was continuing at the end of such fiscal year or on the date of such letter, indicating the nature of such Event of Default or other such event as aforesaid and the action which the Borrower proposes to take or is taking with respect thereto;

(iv) concurrently with the delivery by the Borrower to the Agent of each Form 10-Q or Form 10-K as required pursuant to Sections 11.01(a)(ii) and 11.01(a)(iii), a certificate (each, a “*Compliance Certificate*”) of an Authorized Officer, the chief accounting officer, the controller or the assistant controller of the Borrower substantially in the form of Schedule 7 hereto stating the Consolidated Shareholders’ Equity as at the end of the fiscal quarter covered by such Form 10-Q or, in the case of the fourth fiscal quarter of each fiscal year, Form 10-K; and

(v) such other information regarding the financial condition or operations of the Borrower or any of its Subsidiaries as may, in good faith, be reasonably requested by the Agent;

(b) permit the Agent at any reasonable time and from time to time, as may be mutually agreeable to the Agent and the Borrower, at the expense and reasonable request of the Lenders to examine and make copies of and take abstracts from the relevant records and books of account of the Borrower, and to discuss the affairs, finances and accounts of the Borrower with such appropriate officers of the Borrower as may be designated by the Borrower by a written letter (from time to time) for the purposes of such discussions. The Agent and each Lender agree to maintain in confidence and not disclose to any Person any material non-public information relating to the Borrower or its Subsidiaries made available to the Agent or such Lender pursuant to this Section 11.01(b); *provided that* the Agent and each Lender may make such disclosures as are permitted by Section 19.06 or as shall be required by Law or Directive or to the Agent’s or such Lender’s auditors or legal counsel who, the Agent or such Lender, as applicable, agrees will maintain the information so disclosed in confidence; *provided, further,* that the foregoing obligation of confidentiality shall not apply to any confidential information that was known to the Agent or such Lender, as evidenced by written records, prior to the time the Agent or such Lender received such confidential information from the Borrower pursuant to this Section 11.01(b);

(c) pay or discharge or cause to be paid or discharged (i) all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or any property belonging to it prior to the date on which penalties attach thereto and (ii) except to the extent that the failure to so pay or discharge would not have a material adverse effect upon the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis and would not materially impair the Borrower’s ability to perform its obligations under this Agreement, all claims against it prior to the time they become a charge upon any property of the Borrower or any of its Subsidiaries; *provided that* the Borrower shall not be required to pay or discharge or cause to be paid or discharged any such Tax, assessment, charge, levy or claim while the same is being contested by it in good faith and by appropriate proceedings;

(d) subject to Section 11.02(a), preserve and maintain or cause to be preserved and maintained, its corporate existence, rights, privileges and franchises in the jurisdiction of its incorporation and qualify and remain qualified as a foreign corporation in each jurisdiction in

which such qualification is necessary in view of its business or operations (and cause its Subsidiaries similarly to maintain their respective corporate existences and qualifications as foreign corporations in all jurisdictions where necessary), except to the extent that the failure to comply with any provision of the foregoing would not have a material adverse effect upon the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis and would not materially impair the Borrower's ability to perform its obligations under this Agreement;

(e) comply in all respects with all Laws and Directives (Federal, state and local) having applicability to the Borrower or to the business or businesses at any time conducted by the Borrower, except to the extent that the failure to comply with any provision of the foregoing would not have a material adverse effect upon the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis and would not materially impair the Borrower's ability to perform its obligations under this Agreement; *provided that* the Borrower shall not be required to comply with any such Law or Directive while the Borrower shall be contesting the validity or applicability to it of such Law or Directive in good faith and by appropriate proceedings, so long as (during the period of such contest) the Borrower shall suffer no loss of any privilege of doing business or any other rights, privileges, franchises, licenses or permits necessary or materially valuable to the operation of the business of the Borrower and its Subsidiaries taken on a consolidated basis;

(f) furnish to the Agent (i) as soon as reasonably practicable after the commencement thereof, written notice signed by an appropriate officer of the Borrower of any action, suit or proceeding affecting the Borrower or any of its Subsidiaries before any court, governmental agency or regulatory authority (Federal, state or local) which, if determined adversely to the Borrower or such Subsidiary, would, in the reasonable judgment of the Borrower, have a material adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis or would materially impair the Borrower's ability to perform its obligations under this Agreement and (ii) promptly following the disclosure thereof in any public filings made by the Borrower with the Securities and Exchange Commission, written notice signed by an appropriate officer of the Borrower of any other action, suit or proceeding pending, threatened or otherwise affecting the Borrower or any of its Subsidiaries (which notice may be in the form of a copy of the filing so made with the Securities and Exchange Commission);

(g) provide that the payment obligations of the Borrower under this Agreement shall rank at all times at least *pari passu* with all other unsecured and unsubordinated obligations of the Borrower; and

(h) at any time when a Domestic Rate Advance is Outstanding, if six months or more have elapsed since the last date on which the Borrower was required by Section 3.02 or Section 3.03 to satisfy the conditions set out in either such Section, deliver to the Agent, within five Business Days following the Borrower's receipt (including by telefax) of the Agent's written request therefor, a certificate of the Borrower confirming that, as of the date of such certificate, no Event of Default has occurred and is continuing and the representations and warranties of the Borrower set out in Section 10 (other than Sections 10.05 and 10.06) are true and accurate with reference to the facts subsisting on the date of such certificate (it being understood that the Agent shall have the right, but not the obligation, to request any such certificate).

11.02. **Mergers, Consolidations, Disposal of Assets; Indebtedness; Mortgages.** The Borrower undertakes that so long as any amount remains to be drawn or remains Outstanding or payable under this Agreement:

(a) It will not merge into or consolidate with any Person or lease, dispose of or sell all or substantially all of its property and business, in any single transaction or series of transactions, to any Person unless:

(i) the corporation formed by such consolidation or into which the Borrower is merged or the Person which acquires by conveyance or transfer all or substantially all of the property and business of the Borrower substantially as an entirety shall be a corporation organized and existing under the Laws of the United States or any State or the District of Columbia and shall expressly assume, by unconditional written instrument, executed and delivered to the Agent, the due and punctual payment of the principal of and interest on the aggregate Advances then Outstanding or thereafter made pursuant to this Agreement and all other sums due hereunder and the performance of all other obligations of the Borrower hereunder;

(ii) immediately after giving effect to such transaction, no Event of Default or Potential Event of Default shall have occurred and be continuing; and

(iii) the Borrower has delivered to the Agent a certificate of an appropriate officer of the Borrower stating that such consolidation, merger, conveyance or transfer complies with this Section 11.02(a) and that all conditions precedent herein provided relating to such transaction have been complied with.

(b) (i) Except as provided in this Section 11.02(b), it will not issue, assume or guarantee any Debt (which term, solely for purposes of this Section 11.02(b), shall not include any guarantee, cash deposit or other recourse obligation in connection with the sale, securitization or discount by the Borrower of finance or accounts receivables, trade acceptances or other paper arising in the ordinary course of its business) secured by a mortgage, security interest, pledge or lien (referred to in this Section as “mortgage” or “mortgages”) of or upon any Assets of the Borrower whether such property is owned at the date of this Agreement or hereafter acquired, without making effective provision whereby the Advances and other obligations of the Borrower hereunder (together with, if the Borrower shall so determine, any other Debt issued, assumed or guaranteed by the Borrower and then existing or thereafter created) shall be secured by such mortgage equally and ratably with (or, at the option of the Borrower, prior to) such Debt, so long as such Debt shall be so secured; *provided that* this Section shall not prevent, and the foregoing covenants shall not apply to, any of the following:

(1) mortgages of or upon any property acquired, constructed or improved by, or of or upon any shares of capital stock or Debt acquired by, the Borrower after the date of this Agreement (A) to secure the payment of all or any part of the purchase price of such property, shares of capital stock or Debt upon the acquisition thereof by the Borrower, or (B) to secure any Debt issued, assumed or guaranteed by the Borrower prior to, at the time of, or within 360 days after (i) in the case of property, the later of the acquisition, completion of construction (including any improvements on existing property) or commencement of commercial operation of such property or (ii) in the case of shares of capital stock or Debt, the acquisition of such shares of capital stock or Debt, which Debt is issued, assumed or guaranteed for the purpose of financing or refinancing all or any part of the purchase price of such property, shares of capital stock or Debt and, in the case of property, the cost of construction thereof or improvements thereon, *provided that* in the case of any such acquisition, construction or improvement of property, the mortgage shall not apply to any property, shares of capital stock or Debt theretofore owned by the Borrower other

than, in the case of any such construction or improvement, any theretofore unimproved or substantially unimproved real property on which the property so constructed or the improvement is located;

(2) mortgages of or upon any property, shares of capital stock or Debt, which mortgages exist at the time of acquisition of such property, shares or Debt by the Borrower;

(3) mortgages of or upon any property of a corporation, which mortgages exist at the time such corporation is merged with or into or consolidated with the Borrower or which mortgages exist at the time of a sale or transfer of the properties of a corporation as an entirety or substantially as an entirety to the Borrower;

(4) mortgages to secure Debt of the Borrower to any Subsidiary;

(5) mortgages in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country or political subdivision, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any Debt incurred or guaranteed for the purpose of financing or refinancing all or any part of the purchase price of the property, shares of capital stock or Debt subject to such mortgages, or the cost of constructing or improving the property subject to such mortgages (including, without limitation, mortgages incurred in connection with pollution control, industrial revenue or similar financings);

(6) mortgages on properties financed through tax-exempt municipal obligations, *provided that* such mortgages are limited to the property so financed;

(7) mortgages existing on the date of execution of this Agreement, but only to the extent that the aggregate Debt secured thereby does not exceed an amount equal to \$50,000,000;

(8) any extension, renewal, refunding or replacement (or successive extensions, renewals or replacements) in whole or in part of any mortgage existing at the date of this Agreement or any mortgage referred to in the foregoing subsections (1) through (7), inclusive; provided, however, that the principal amount of Debt secured thereby shall not exceed the principal amount of Debt so secured at the time of such extension, renewal, refunding or replacement, and that such extension, renewal, refunding or replacement shall be limited to all or a part of the property (plus improvements and construction on such property), shares of capital stock or Debt which was subject to the mortgage so extended, renewed, refunded or replaced; and

(9) any lien created by or resulting from any litigation or legal proceeding which is currently being contested in good faith by appropriate proceedings or the making by the Borrower of any deposits or pledges of its property or assets with, or the giving by it of any form of security to, any court or other governmental agency or body created or approved by Law or governmental regulation for any purpose and at any time required or permitted by Law or governmental regulation in connection with (i) prosecuting, defending or

otherwise participating in any litigation or legal proceedings, (ii) transacting business, (iii) exercising any privilege, franchise or license, (iv) maintaining self-insurance or participating in any fund in connection with workmen's compensation, unemployment insurance, old-age benefits or other social security or (v) guaranteeing or securing the payment of any liability resulting from insurance risks.

(ii) Notwithstanding the provisions of Section 11.02(b)(i) above, the Borrower may, without equally and ratably securing the Advances and other obligations hereunder, issue, assume or guarantee Debt secured by a mortgage not excepted by subsections (1) through (9) thereof, if the aggregate amount of such Debt, together with all other Debt of, or Debt guaranteed by, the Borrower existing at such time and secured by mortgages not so excepted, does not exceed an amount equal to 10% of the Consolidated Shareholders' Equity at such time.

(iii) For purposes of this Section 11.02(b), an arrangement with any Person providing for the leasing by the Borrower of any property, which property has been or is to be sold or transferred by the Borrower to such Person with the intention that such property be leased back to the Borrower, shall not be deemed to create any Debt secured by a mortgage if the obligations in respect to such lease would not, in accordance with generally accepted accounting principles, be included as liabilities on a consolidated balance sheet of the Borrower.

(c) Without the prior written consent of the Instructing Group, the Borrower will not enter into any agreement containing any provision which would be violated or breached by the performance of the Borrower's obligations under this Agreement.

11.03. **Consolidated Shareholders' Equity.** The Borrower undertakes that, so long as any amount remains to be drawn or remains Outstanding or payable under this Agreement, it will maintain Consolidated Shareholders' Equity of at least \$11,000,000,000.

## SECTION 12. EVENTS OF DEFAULT

12.01. **Events of Default.** If any of the events referred to below shall have occurred and be continuing (whether such occurrence shall be voluntary or involuntary, or come about or be effected by the operation of Law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body or otherwise), the Agent, if so instructed by the Instructing Group, shall by notice to the Borrower exercise any of the rights and remedies referred to in Section 12.02:

(a) The interest on any Advance hereunder shall not be paid within the earlier of (i) five (5) Business Days after the due date for payment thereof or (ii) three (3) Business Days after the Borrower shall have received notice that payment of interest on any Advance has not been made, or the principal of any Advance hereunder shall not be paid within three (3) Business Days after the due date for payment thereof.

(b) Any representation or warranty on the part of the Borrower, contained or reaffirmed and repeated in this Agreement or in any certificate, letter or other writing or instrument furnished or delivered to the Agent or any Lender pursuant to this Agreement, shall at any time prove to have been incorrect in any material respect when made, effected, reaffirmed or repeated, as the case may be (it being agreed that the provisions of Sections 3.02 and 3.03 amount

to representations and warranties (or reaffirmations thereof) to the extent specified in such Sections for the purposes of this Section 12.01(b)).

(c) The Borrower shall default in the performance or observance of any term, covenant, undertaking, condition or agreement on its part to be performed or observed hereunder (not constituting an Event of Default under any other paragraph of this subsection); *provided that* if such default is curable, such default shall continue unremedied for thirty (30) days after written notice thereof shall have been given to the Borrower by the Agent.

(d) Either (i) the Borrower shall become insolvent or generally fail to pay, or admit in writing its inability to pay, its debts as they become due, or shall voluntarily commence any proceeding or file any petition under any bankruptcy, insolvency or similar Law seeking dissolution or reorganization or the appointment of a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, Assets or business or to effect a plan or other arrangement with its creditors or shall file any answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed against it in any bankruptcy, insolvency or similar proceeding or shall be adjudicated bankrupt or shall make a general assignment for the benefit of creditors or shall consent to, or acquiesce in, the appointment of a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, Assets or business or (ii) the Board of Directors of the Borrower shall resolve for the Borrower to do any of the foregoing.

(e) Involuntary proceedings or an involuntary petition shall be commenced or filed against the Borrower under any bankruptcy, insolvency or similar law seeking the dissolution or reorganization of the Borrower or the appointment of a receiver, trustee, custodian or liquidator for the Borrower or of a substantial part of the property, Assets or business of the Borrower, or any writ, order, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, Assets or business of the Borrower, and such proceeding or petition shall not be dismissed, or such writ, order, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within sixty (60) days after commencement, filing or levy, as the case may be.

(f) (i) The Borrower shall default in the payment when due (subject to any applicable grace period), whether at stated maturity or otherwise, of any principal of or interest (howsoever designated) on any Material Debt, which default shall not have been cured or waived, and whether such Material Debt now exists or shall hereafter be created, or (ii) an event of default as defined in any mortgage, indenture or instrument (other than this Agreement) under which there may be issued, or by which there may be secured or evidenced, any Debt of the Borrower, whether such Debt now exists or shall hereafter be created, shall occur and not be cured or waived and, as a result of the occurrence of any event described in this clause (ii) or any series of such events, Material Debt shall become due and payable prior to the due date thereof; *provided that* an Event of Default shall not be treated as having occurred under this subsection (f) unless such event is continuing unremedied seven (7) days after the date of occurrence thereof.

(g) Final judgments for the payment of money aggregating in excess of \$250,000,000 more than the amount, if any, of such judgments covered by insurance shall be entered against the Borrower and such judgments shall remain unpaid, unvacated, unbonded or unstayed for sixty (60) consecutive days after the date on which payment of such amount shall be due.

(h) The acceptance of any Advance shall result in a violation of any Law or any order of any court, governmental agency or regulatory body, which violation shall have a material

adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis.

(i) Any order for the payment of money in excess of \$150,000,000 is entered against the Borrower by any court, governmental agency or regulatory body in connection with any Plan, Employee Pension Benefit Plan subject to Title I of ERISA, Reportable Event or otherwise under or in connection with ERISA and such order shall remain unpaid, unvacated, unbonded or unstayed for sixty (60) consecutive days and time for appeal has expired.

12.02. **Remedies.** If any of the events referred to in Section 12.01 shall have occurred and be continuing, the Agent shall, if so instructed by the Instructing Group:

(a) by written notice to the Borrower, suspend or terminate the Total Commitments; and/or

(b) by written notice to the Borrower, declare all or any part of each Advance then Outstanding to be immediately due and payable, whereupon the same shall become so due and payable together with accrued interest thereon and any other amounts owing by the Borrower in respect thereof or under any other provision hereof; and/or

(c) by written notice to the Borrower, declare all or any part of each Advance then Outstanding to be repayable on demand.

Any remedy of the Agent and the Lenders provided in this Section 12.02 may be exercised individually or (where applicable) with any one or more of such rights and remedies and, apart from any notice of default required, without any further demand (except in the case of a declaration pursuant to subsection (c)) or notice of any kind (except as expressly set forth in the immediately preceding subsections (a), (b) and (c)), all of which are expressly hereby waived by the Borrower.

12.03. **Bankruptcy Defaults.** Notwithstanding anything to the contrary in Section 12.01 or 12.02, if any event of the kind referred to in Section 12.01(d) or 12.01(e) (after giving effect to the applicable cure period in the case of Section 12.01(e)) occurs, the obligations of the Lenders hereunder shall immediately terminate, the Total Commitments shall reduce to zero and all Advances and other amounts payable hereunder by the Borrower that would otherwise be due after the occurrence of such event shall become immediately due and payable automatically without any notice of any kind (including any notice of default), all of which are hereby waived by the Borrower.

12.04. **Rights Cumulative.** The rights provided for herein are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by Law.

## SECTION 13. ILLEGALITY, INCREASED COSTS AND CHANGE IN CIRCUMSTANCES

13.01. **Illegality Condition.** If, after the date hereof, the introduction of, or any change in, any applicable Law or Directive or any change in the interpretation or application thereof renders it Unlawful or contrary to any such Directive for any Lender to maintain or give effect to any of its obligations under this Agreement (an "*Illegality Condition*"), such Lender shall promptly inform the Agent and the Borrower and the obligations of such Lender to make contributions to any Advances shall forthwith cease and the Borrower shall prepay to the Agent for the account of such Lender the principal amount of its participation in each Advance then Outstanding together with all accrued but unpaid interest thereon and any amounts due under Section 14.01, either forthwith or on such future date specified by such Lender being not earlier than the latest date permitted by such Law or Directive in accordance with and subject to the provisions of this Agreement; *provided that*, in the event such Law or Directive shall apply solely to

Eurodollar Advances or the agreement of such Lender to make its participation in Eurodollar Advances available to the Borrower, and shall not impair the ability of such Lender to make, fund or maintain its participation in Domestic Rate Advances, or its agreement to make its participation in such Domestic Rate Advances available to the Borrower, the Borrower shall not be required to make such prepayment to such Lender, but all of such Lender's participations in Eurodollar Advances then Outstanding shall be deemed to be participations in Domestic Rate Advances and all Eurodollar Advances thereafter requested by the Borrower shall, solely with respect to such Lender, be deemed to be made as Domestic Rate Advances.

13.02. **Increased Costs.** If, after the date hereof, the introduction of, or any change in, any applicable Law or Directive or any change in the interpretation or application thereof or compliance by any Lender (or, in the case of clause (c) below, such Lender's holding company) with any Directive of any central bank or any governmental, fiscal or other authority shall:

(a) subject such Lender to, or increase its liability to, any Tax or change the basis of Taxation of such Lender with respect to any payment under this Agreement (other than (i) Taxation on such Lender's overall net income imposed by the Lawful Taxation authorities in the country where such Lender's head office or lending office hereunder is situated and (ii) without prejudice to such Lender's rights under Section 9, any Taxes imposed by deduction or withholding from any payment hereunder);

(b) change the basis of Taxation of such Lender in respect of any principal or interest paid by such Lender in respect of deposits from third parties acquired to effect or maintain its participation in any of the Advances or any part thereof; or

(c) impose, modify or deem applicable any reserve or risk-based capital requirements or liquidity ratios or require the making of any special deposits against or in respect of any assets or liabilities of, deposits with or for the account of, or loans by such Lender (including any type of liquidity, stock or capital adequacy controls or other banking or monetary controls or requirements which affects the manner in which such Lender or such Lender's holding company allocates capital resources to its obligations hereunder) other than the imposition of or increase in reserve requirements as covered by the definition of Reserve Percentage;

and the result of any of the foregoing is either to increase the cost to such Lender of its participation in making available the Revolving Credit Facility or of making or maintaining its participation in any Advance or to reduce the amount of any payment received or receivable by such Lender or to reduce the effective rate of return on the overall capital of such Lender or, in the case of clause (c) above, such Lender's holding company or to oblige such Lender to forgo any interest or other sum receivable on or in relation to its participation in any Advance or otherwise in connection with this Agreement, in each case by an amount which such Lender deems material (an "*Increased Cost Condition*"), then and in any such case:

(i) such Lender shall promptly notify the Borrower and the Agent of the happening of any such event, which notice (an "*Increased Cost Notice*") shall be in writing and be accompanied by a statement of such Lender (A) setting forth the cost or reduction or foregone receivable (which may be expressed as a rate per annum or as a stipulated amount) of such type which is then reasonably expected to be thereafter incurred by such Lender or such holding company, (B) explaining the cause for such amount having become payable under this Section 13.02 and the means by which such Lender shall have calculated such amount, all in reasonable detail, and (C) confirming to the Borrower that, with respect to the amount payable by the Borrower under this Section 13.02, (x) such amount is not unreasonable in relation to the amounts then being

charged by such Lender to other of its borrowers similarly situated for the periods to be covered thereby, as determined on the basis of the amount of such Lender's Commitment (or, as applicable, Outstanding Advances) and other related factors, and (y) such amount is necessary to compensate such Lender or such holding company for such additional cost or reduction or forgone receivable; and

(ii) except as otherwise provided below, the Borrower shall, at and over such intervals as may be agreed between the Borrower and such Lender, and in any event not less frequently than quarterly, pay to the Agent, for the account of such Lender, an amount in reimbursement for the costs described in such Increased Cost Notice, such amount to be calculated in the manner contemplated in such Increased Cost Notice. Such periodic payments shall commence not later than the date that is fifteen (15) Business Days following the receipt by the Borrower of the applicable Increased Cost Notice.

Notwithstanding anything in this Section to the contrary, the Borrower shall only be obligated to pay to a Lender those additional amounts under this Section 13.02 which are incurred or which accrue or arise after the date sixty (60) days prior to the date of an Increased Cost Notice submitted by such Lender to the Borrower and then only to the extent stipulated in such Increased Cost Notice or as otherwise may be agreed between the Borrower and such Lender. In the event that the costs described by any Lender in an Increased Cost Notice shall subsequently increase or decrease from the levels set forth in such Increased Cost Notice, such Lender shall promptly submit a revised Increased Cost Notice to the Borrower in accordance with subsection (i) above. Such revised Increased Cost Notice shall become effective upon receipt by the Borrower and shall remain in effect until later amended or revised in accordance with the terms of this Section 13.02.

13.03. **Mitigation of Obligations.** If, in the case of Section 13.01, any Lender shall give notice through the Agent or directly to the Borrower requiring prepayment of its participation in the Revolving Credit Facility or requiring that its participations in Eurodollar Advances be treated as participations in Domestic Rate Advances or, in the case of Section 13.02, any Lender has given through the Agent or directly to the Borrower an Increased Cost Notice, then, but without prejudice to the obligations of the Borrower under Section 13.01 or 13.02, as the case may be:

(a) such Lender shall forthwith commence negotiations in good faith with a view to agreeing on terms (which shall not in any way be prejudicial to such Lender):

(i) in the case of Section 13.01, for making such Lender's participation in the Advances then Outstanding available from another jurisdiction or for restructuring its participation in the Revolving Credit Facility and/or the Advances then Outstanding on a basis which is not Unlawful or contrary to a Directive; or

(ii) in the case of Section 13.02, for making its participation in the Revolving Credit Facility and/or the Advances then Outstanding available from another jurisdiction which will result in no additional compensation being payable by the Borrower;

*provided that* such Lender shall not be under any obligation to continue such negotiations if terms have not been agreed to within thirty (30) days after the date of the notice of prepayment in the case of Section 13.01 or thirty (30) days after the date of such Lender's Increased Cost Notice or, as applicable, any subsequent notice in the case of Section 13.02 the effect of which is to increase the amount payable by the Borrower over the amount payable under an earlier Increased Cost Notice; and

(b) the Borrower may at any time thereafter, so long as the applicable circumstances continue, on giving not less than five (5) days' (or such shorter period of time as may be agreed

among the Borrower, the Agent and the affected Lender) irrevocable notice to the Agent (which shall promptly so notify such Lender), prepay without premium or penalty (but subject to Section 14.01) to the Agent for the account of such Lender all (but not part only) of such Lender's participation in all of the aggregate Advances then Outstanding, together with the costs described in the Increased Cost Notice pursuant to Section 13.02 that are reasonably allocable to the period up to the date of such payment in respect hereof, in each case in accordance with and subject to the provisions of this Agreement; *provided that* such prepayment shall not relieve the Borrower from its obligation to pay such additional amounts that may be due in accordance with this Section 13 or under any other provision of this Agreement. When such prepayment is made, the Commitment of such Lender (if not already canceled) shall be canceled and reduced to zero and no amount prepaid in connection therewith may be redrawn.

13.04. **Inability to Determine LIBOR.** Notwithstanding anything to the contrary contained in this Agreement, if on or prior to the Drawdown Date or Conversion Date of any Eurodollar Advance:

(a) if applicable under the definition of "Interest Period", fewer than two (2) Reference Banks shall furnish a quotation to the Agent in order to fix LIBOR in respect of such Eurodollar Advance prior to 1:00 p.m. (London time) on the second Business Day prior to the Drawdown Date or Conversion Date of such Eurodollar Advance,

(b) the Instructing Group notifies the Agent that the rate at which Dollar deposits are being offered to the Lenders would not accurately reflect the cost to the Lenders of making or maintaining their respective participations in such Eurodollar Advance, or

(c) by reason of circumstances affecting the London Interbank Market generally, the Instructing Group is unable to obtain Dollars in the London Interbank Market in order to fund their respective participations in such Eurodollar Advance,

the Agent shall promptly give notice to the Borrower and each Lender stating such circumstance and the Borrower's right to draw such Eurodollar Advance, or to Convert to such Eurodollar Advance, shall thereupon be suspended; *provided that*, unless the Borrower shall have notified the Agent by telephone (promptly confirmed in writing) of its election to cancel the affected Drawdown Notice or Conversion Notice, then, subject to the terms of this Agreement, such Eurodollar Advance shall be advanced to the Borrower by such Lenders on the Drawdown Date or the Conversion Date, as applicable, as a Domestic Rate Advance and such Drawdown Notice or Conversion Notice in respect of such Eurodollar Advance shall be deemed to have requested such Domestic Rate Advance. In the event the Borrower elects to cancel its request for a Eurodollar Advance, the obligation of the Borrower to make such borrowing and the obligation of the Lenders to extend or maintain such Eurodollar Advance shall thereupon terminate. No suspension contemplated hereunder shall impair or otherwise adversely affect the availability of Domestic Rate Advances under this Agreement. Upon the commencement of any such period of suspension, the Lenders and the Borrower shall negotiate in good faith toward implementing an alternative interest rate or index reflective of the means of funding, and the cost of funds to such Lenders, in connection with the funding of Eurodollar Advances. Upon the identification of such an interest rate or index (the "*Negotiated Rate*"), and the mutual agreement with respect thereto by the Instructing Group and the Borrower, the rate per annum thereafter payable by the Borrower in respect of each Eurodollar Advance made by the Lenders shall, at all times during the applicable Interest Period for such Eurodollar Advance, be a rate equal to the Negotiated Rate. Upon the cessation of the circumstances giving rise to the suspension contemplated herein, unless otherwise agreed in writing by the Borrower and the Instructing Group, interest on all such Eurodollar Advances thereafter extended shall be determined in accordance with Section 5.02.

With respect to notice given by the Agent under this Section 13.04 at the time of any Conversion of an Initial Back-to-Back Advance into a Latter Back-to-Back Advance, the Borrower may elect, by notice to the Agent, to either (i) have such Latter Back-to-Back Advance be Converted into a Domestic Rate Advance and, upon such election, the Borrower and the affected Lenders shall forthwith undertake to agree upon a Negotiated Rate for such Latter Back-to-Back Advance, or (ii) cancel such Latter Back-to-Back Advance, in which case the related Initial Back-to-Back Advance shall be repaid in full on the last day of the Interest Period therefor. In the event that the Borrower shall fail to notify the Agent as to its election in this regard, such Initial Back-to-Back Advance shall Convert into a Domestic Rate Advance.

**13.05. Long-Term Advance Unavailable.**

(a) In the event that the Agent shall advise the Borrower, on or prior to 11:00 a.m. (New York time) on the third Business Day prior to a proposed Drawdown Date or Conversion Date for which the Borrower has requested a Longer-Term Advance, that, by reason of circumstances affecting the London Interbank Market generally, fewer than the Instructing Group of Lenders will be able to obtain Dollars in the London Interbank Market of a tenor approximately the requested Interest Period and in an amount necessary to fund or maintain each such Lender's respective participation in such Longer-Term Advance, the Lenders under the Revolving Credit Facility shall not have any obligation to make or maintain such Longer-Term Advance and the Borrower may then elect by notice to the Agent given not later than 12:00 noon (New York time) on such date (which notice may be made by telephone, confirmed promptly in writing) to request an alternative Interest Period pursuant to Section 4.01(a) or Section 6.01(a)(i), as applicable, in respect of a Eurodollar Advance in a like amount to be made on the originally proposed Drawdown Date or Conversion Date.

(b) In the event that the Agent shall advise the Borrower, on or prior to 11:00 a.m. (New York time) on the third Business Day prior to a proposed Drawdown Date or Conversion Date for which the Borrower has requested a Longer-Term Advance, that the Instructing Group, but not all, of the Lenders under the Revolving Credit Facility will be able to obtain Dollars in the London Interbank Market of a tenor approximating the requested Interest Period and in an amount necessary to fund or maintain each such Lender's respective participation in such Longer-Term Advance, the Borrower may then elect by notice to the Agent given not later than 12:00 noon (New York time) on such date (which notice may be made by telephone, confirmed promptly in writing) either (i) to cancel such Drawdown Notice or Conversion Notice, in which case the obligation of the Borrower to borrow such Longer-Term Advance and the obligation of such Lenders to extend or maintain such Longer-Term Advance shall thereupon terminate, or (ii) to borrow or obtain a Conversion of such Longer-Term Advance from the Lenders under the Revolving Credit Facility capable of funding their respective participations therein with an Interest Period of nine (9) or twelve (12) months, as applicable, as such a Longer-Term Advance, and from the remaining Lenders under the Revolving Credit Facility as a Back-to-Back Advance. If the Borrower shall elect to cancel such Drawdown Notice or Conversion Notice, the Borrower may, but shall not be required to, at any time up to 12:00 noon (New York time) on the third Business Day prior to the originally proposed Drawdown Date or Conversion Date, submit a revised Drawdown Notice or Conversion Notice in respect of an alternative Interest Period pursuant to Section 4.01(a) or Section 6.01(a), as applicable, to be made in a like amount on the originally proposed Drawdown Date or Conversion Date.

(c) If any of the circumstances described in Section 13.05(a) or (b) shall occur in respect of a proposed drawdown or Conversion and the Borrower shall fail to submit a revised Drawdown Notice or Conversion Notice, as applicable, or a notice electing, under Section 13.05(b)(ii) to proceed with the borrowing, the Eurodollar Advance or Outstanding

Domestic Rate Advance, as the case may be, shall be made on such Drawdown Date, or shall Convert on such Conversion Date, into a Domestic Rate Advance.

13.06. **Lender Obligations.** Notwithstanding anything contained in this Agreement to the contrary, the Borrower shall not be obligated to pay any fee described in Section 7 (except for fees payable at closing), any interest described in Section 5, any amount payable under Section 9.02, any cost or expense of the type described in this Section 13 or any indemnity described in Section 14 or in any side letter, to any Foreign Lender, Corporate U.S. Lender or Non-Corporate U.S. Lender (or to the Agent on any such Lender's behalf) unless it has received from such Loan Party:

(a) a certificate in the form of Schedule 8 hereto made by a duly authorized officer of such Loan Party in respect of its lending offices and branches which shall constitute the "Lender" for purposes of this Agreement, as well as any other lending office or branch which such Loan Party has, as of the date of such certificate, a substantial expectation of being a funding, booking or lending office or branch for such Loan Party for purposes of, and at any time during the term of, this Agreement (each such lending office and branch being a "Participating Office"), such certificate, among other things, describing in reasonable detail whether such Participating Office shall suffer or incur any stamp, documentary or other like Taxes as a result of this Agreement; and

(b) the forms prescribed in Section 9.04(a)(i), (ii) or (iii) or Section 9.04(b), as applicable (unless such Person is unable to deliver such forms due to a change in United States federal income tax Law, regulation or official interpretation, an amendment, modification or revocation of an applicable United States double tax treaty or a change in official United States position regarding the application or interpretation of such a treaty, in each case after the date hereof).

All amounts not paid by reason of this Section 13.06 shall be remitted to the Agent and shall be deemed to be held by it in trust for the benefit of the Borrower and shall be distributed by the Agent to itself or the affected Loan Party, as applicable, only upon written confirmation by the Borrower of the Borrower's receipt of the documentation in respect of such Loan Party required pursuant to this Section 13.06 and, in the event the Borrower shall not receive such documentation prior to the Termination Date, all amounts deemed held in trust for the benefit of the Borrower pursuant to this Section 13.06 shall thereupon be distributed by the Agent to the Borrower.

## SECTION 14. INDEMNITIES

14.01. **Indemnity Generally.** The Borrower shall on demand indemnify each Loan Party without prejudice to any of such Loan Party's other rights under this Agreement against any direct loss (excluding (i) in the case of the immediately following subsections (b) and (c), loss of Applicable Margin and (ii) unless otherwise expressly provided herein, consequential damages), cost or expense which such Loan Party shall certify as sustained or incurred as a result of or in connection with:

(a) any default in payment on the due date of any sum due under this Agreement;

(b) any Eurodollar Advance not being borrowed on the Drawdown Date specified in the Drawdown Notice applicable thereto, other than as a result of a default by a Lender or the Agent and other than as a result of the cancellation of a borrowing pursuant to Section 13.01, 13.04 or 13.05; or

(c) the receipt or recovery whether pursuant to Section 5, 6, 9, 12 or 13 or otherwise of all or any part of a Eurodollar Advance or an overdue sum otherwise than on the date such

Eurodollar Advance was required to be repaid or, as the case may be, on the last day of the period by reference to which interest or default interest is calculated,

(including, where appropriate, but not limited to, any loss, cost or expense sustained or incurred in maintaining or funding its participation in any Eurodollar Advance or in liquidating or re-employing deposits from third parties acquired or arranged to effect or maintain its participation in any Advance; *provided that* each Lender shall use its reasonable endeavors to re-deploy any funds received or recovered from the Borrower as such Lender shall see fit with a view toward mitigating the amount payable by the Borrower under this Section 14). Notwithstanding the foregoing, the Borrower shall not be liable to make payment to any Lender under this Section 14.01 in respect of any loss, cost or expense of the type described hereinabove which arises upon the exercise by the Borrower of its prepayment rights under Section 13.03(b) to the extent that (i) the lending office or branch of such Lender that is affected by the Illegality Condition or Increased Cost Condition giving rise to such prepayment is neither (A) one of the respective lending offices and branches identified in the Administrative Questionnaire furnished to the Agent by such Lender, nor (B) a lending office or branch the transfer to which shall have been approved in writing by the Borrower (collectively, the “*Scheduled Offices*”) and (ii) no Scheduled Office is then affected by such Illegality Condition or Increased Cost Condition.

14.02. **Payment in Dollars.** Each reference in this Agreement to Dollars is of the essence. To the fullest extent permitted by law, the obligation of the Borrower in respect of any amount due under this Agreement shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in Dollars that the party entitled to receive such payment may, in accordance with normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the Business Day immediately following the day on which such party receives such payment. If the amount in Dollars that may be so purchased for any reason (i) falls short of the amount originally due, the Borrower shall pay such additional amounts, in Dollars, as may be necessary to compensate for the shortfall or (ii) exceeds the amount originally due, the party receiving such payment shall remit to the Agent, for distribution to the Borrower, an amount in Dollars equal to such excess. Any obligation of the Borrower not discharged by such payment shall, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided herein, shall continue in full force and effect.

## SECTION 15. SET-OFF AND PRO-RATA SHARING

15.01. **Right of Set-off.** The Borrower authorizes, to the extent permitted by applicable Law, but only after the occurrence of an Event of Default and only for so long as such Event of Default is continuing, each Lender and each Affiliate of such Lender to apply any deposit (general or special, time or demand, provisional or final) held or owing by it for the credit or account of the Borrower on any account (in any currency) at any branch or office of such Lender or Affiliate of such Lender in or towards satisfaction of any sum then due and payable from the Borrower to such Lender under this Agreement. For that purpose, such Lender is authorized to use all or any part of any such deposit to buy such other currencies as may be necessary to effect such application, *provided that* the Borrower shall not be liable to such Lender for any losses, costs or expenses incurred by such Lender in connection with any such purchase of currency. No party shall be obliged to exercise any of its rights under this Section 15.01, which shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which it is at any time otherwise entitled (whether by operation of Law, contract or otherwise). Each Lender shall notify the Borrower and the Agent forthwith upon its exercise or purported exercise of any right of set-off giving full details in relation thereto and the Agent shall forthwith inform the other Lenders.

15.02. **Sharing of Set-off.** If any Lender at any time shall receive or recover (whether by way of voluntary or involuntary payment, by virtue of an exercise of its legal rights, including, but not limited

to, the right of set-off, counterclaim or otherwise) the whole or any part of any amounts due from the Borrower to such Lender or to the Agent on behalf of such Lender hereunder otherwise than by distribution from the Agent under the terms of this Agreement, then:

(a) such Lender (the “*Paying Bank*”) shall promptly pay to the Agent the full amount or, as the case may be, an amount equal to the equivalent of the full amount so received or recovered after deducting any expenses incurred by the Paying Bank in obtaining such amount;

(b) as between the Borrower and the Paying Bank, the Borrower shall remain or again become indebted to such Paying Bank hereunder with respect to such amount paid to the Agent by such Paying Bank pursuant to Section 15.02(a), as if no receipt or recovery had been made, to the extent of an amount equal to (i) the amount so paid minus (ii) the amount distributed back to such Paying Bank in connection with such receipt or recovery pursuant to Section 15.02(c); and

(c) the Agent shall treat the amount so paid as if it were a payment by the Borrower on account of amounts due from the Borrower hereunder for distribution to the Paying Bank and each of the other Lenders in the proportions in which the Paying Bank and the other Lenders would have been entitled to receive such amount had it been paid by the Borrower to the Agent hereunder; *provided that*:

(i) a Paying Bank, which shall have commenced or joined (as a plaintiff) in an action or proceeding in any court or arbitration to recover sums due to it under this Agreement and pursuant to a settlement or compromise of that action or proceeding shall have received any amount, shall not be required to share any proportion of that amount with a Lender that has notice of such action or proceeding and the legal right to, but does not, join such action or proceeding or commence and diligently prosecute a separate action or proceeding to enforce its rights in the same or another court or arbitration proceeding; and

(ii) every payment and adjustment made pursuant to this Section 15.02 shall be subject to the condition that if the amount (or any part thereof) is subsequently required to be repaid by the Paying Bank to the Borrower or any third person, as the case may be, the Agent (if it holds the same) and each of the Lenders that has received any part thereof from the Agent shall repay such amount (or the relevant part) to the Paying Bank together with such amount (if any) as is necessary to reimburse the Paying Bank the appropriate portion of any interest it shall have been obliged to pay when repaying such amount as aforesaid and the adjustments pursuant to this Section 15.02 shall be canceled.

15.03. **Notice.** Each Lender exercising any rights giving rise to a receipt or receiving any payment of the type referred to in Section 15.02 or instituting legal proceedings to recover sums owing to it under this Agreement shall, as soon as reasonably practicable thereafter, give notice thereof to the Agent who shall give notice to the other Lenders.

## SECTION 16. ASSIGNMENTS AND TRANSFERS

16.01. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, each party hereto and its respective successors and permitted assigns.

16.02. **Assignments by Borrower.** The Borrower may not assign or transfer any of its rights or obligations under this Agreement (except as permitted pursuant to Section 11.02(a)).

16.03. **Assignments by Lenders.** (a) No Lender may assign all or any part of its rights, or delegate all or any part of its obligations, under this Agreement (any such assignment or delegation being hereinafter referred to as an “Assignment”) without the prior written consent of the Borrower, such consent not unreasonably to be withheld; *provided that*:

(i) In the case of any Assignment by a Lender to an Affiliate of such Lender that is a banking institution the long term deposit rating of which reflects equal to or higher creditworthiness than the long term deposit rating of such Lender from at least one nationally recognized rating agency, shall not require any consent of the Borrower;

(ii) No Lender may make any Assignment hereunder (i) in an amount smaller than the lesser of (A) \$5 million and (B) the entire amount of such Lender’s Commitment (or, as applicable, Outstanding Advances) at the time of such Assignment, or (ii) if after giving effect to such Assignment, such Lender would have a remaining Commitment (or, as applicable, Outstanding Advances) in an amount greater than zero but less than \$5 million;

(iii) Any Lender may at any time assign all or any part of its rights under this Agreement to a Federal Reserve Bank; *provided, however*, that no such assignment shall release the transferor from its obligations hereunder and any Lender making such an assignment shall give prompt notice thereof to the Borrower; and

(iv) If any Event of Default referred to in Section 12.01 shall have occurred and be continuing, the consent of the Borrower under this Section 16.03(a) shall not be required.

(b) No Lender may transfer all or any part of its rights or obligations under this Agreement by way of participation or sub-participation (any such transfer being hereinafter referred to as a “Participation”) without the prior written consent of the Borrower, such consent not unreasonably to be withheld; *provided that*:

(i) After giving effect to any such Participation, the original Lender shall remain liable to the Borrower for all purposes under this Agreement (including in respect of the Commitment of such Lender);

(ii) In the case of a Participation by a Lender to any of its Affiliates, the consent of the Borrower under this Section 16.03(b) shall not be required;

(iii) In the case of a Participation by a Lender to a Lender entered into in accordance with Section 2.05(b), the consent of the Borrower under this Section 16.03(b) shall not be required; and

(iv) If any Event of Default referred to in Section 12.01 shall have occurred and be continuing, the consent of the Borrower under this Section 16.03(b) shall not be required.

(c) In the case of any proposed Assignment to be made by a Lender of any of its rights or obligations hereunder from one of its lending offices or branches to another of its lending offices or branches, or from such Lender to any of its Affiliates by way of an Assignment or a Participation, such Lender shall promptly provide notice of such Assignment or Participation to the Borrower and the Agent after giving effect thereto.

(d) The Borrower shall not be liable to pay any cost, fee or expense (including, without limitation, any Tax described in Section 7.06, any cost or expense described in Section 13 and any indemnity described in Section 14), or any portion thereof, incurred or assessed by any Lender or any such assignee, participant or transferee in respect of, or in connection with, the making of any such Assignment or Participation or any dispute between the transferor and transferee in respect thereof. No Assignment shall be effective in respect of the Agent, and the Agent shall not have any obligation hereunder to recognize any assignee as a payee hereunder, unless (x) the Agent shall have received a fully executed Transfer Certificate in substantially the form of Schedule 9 hereto and such assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), and (y) the Agent shall have received, other than in the case of any Assignment by a Lender to any of its Affiliates, payment of a fee in the amount set forth on Schedule 10 in respect of such Assignment. On the date of transfer specified in each Transfer Certificate, the Agent shall record the information contained in such Transfer Certificate in the Register and give notice of such recordation to the Lenders and the Borrower.

(e) The Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the address of the Agent referred to in Section 18 hereof a copy of each Transfer Certificate delivered to it and a register (the "*Register*") for the recordation of the names and addresses of each Lender, the Commitment held by each Lender, and the principal amounts of the Advances owing to each Lender from time to time. The Borrower, the Agent and the Lenders shall treat each Person whose name is recorded in the Register as the holder of a Commitment or the owner of an Advance or other obligations hereunder as the holder or owner thereof for all purposes of this Agreement, notwithstanding any notice to the contrary. Upon satisfaction of the conditions to each Assignment specified in Section 16.03 (including, where applicable, the Borrower consenting to such Assignment), the Agent shall promptly enter such Assignment in the Register and provide a copy of such entry to the Borrower. Subject to the foregoing, any Assignment of any Commitment or any Advance or other obligation hereunder shall be effective only upon appropriate entries with respect thereto being made in the Register, and such entries shall be promptly made by the Agent. The Register shall be available for inspection by the Borrower, the Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice.

16.04. **Designated Lending Office.** Each Lender shall lend through the office(s) specified in the Administrative Questionnaire furnished to the Agent by such Lender or such other offices as it may from time to time notify to the Agent (which shall notify the Borrower) and shall comply with Section 9.04 as if the references to the date of this Agreement were references to the date of transfer to such other office(s). Until the Agent receives such notification it shall be entitled to assume that such Lender is acting through the office(s) specified in such Administrative Questionnaire or of which it last had notice.

16.05. **Limitation on Increased Costs.** If any Lender lends through any office other than that specified in the Administrative Questionnaire furnished to the Agent by such Lender and at or at any time after the effective date of such change of office additional amounts would, but for this Section 16.05, be or become payable by the Borrower under Section 5.06 (other than in cases where the assignor or transferor is entitled to claim additional amounts thereunder but has elected not to do so), 9.02 or 13.02, then the obligations of the Borrower under such Sections to such Lender lending through its other office shall not exceed what the Borrower's obligations would have been had no such change of office, transfer or assignment taken place; *provided that* the provisions of this Section 16.05 shall not apply (a) where the Borrower has consented otherwise in writing to the sufferance of such additional costs and expenses; or (b) where such change of office is made as a result of the operation of Section 13.03; or (c) where such

change of office is made in good faith following the occurrence of an Event of Default which is still continuing.

16.06. **Replacement of Reference Bank.** If the commitment of any Reference Bank to participate in the Revolving Credit Facility ceases in accordance with Sections 5, 9 or 13 or any Reference Bank assigns the whole of its rights and obligations hereunder or notifies the Agent that it no longer wishes to act as a Reference Bank, the Agent shall in consultation with the Lenders and the Borrower endeavor to find another Lender to replace such Reference Bank which is acceptable to the Agent acting on the instructions of the Instructing Group and is reasonably acceptable to the Borrower.

## SECTION 17. THE AGENT.

Each of the Lenders hereby irrevocably appoints the Agent as its agent hereunder and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent, and such Person and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or other Affiliate thereof as if it were not the Agent hereunder.

The Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Agent shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default or Potential Event of Default has occurred and is continuing, (b) the Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Agent is required to exercise in writing by the Instructing Group, and (c) except as expressly set forth herein, the Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to that is communicated to or obtained by the bank serving as Agent or any of its Affiliates in any capacity. The Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Instructing Group or in the absence of its own gross negligence or willful misconduct. The Agent shall be deemed not to have knowledge of any Event of Default or Potential Event of Default unless and until written notice thereof is given to the Agent by the Borrower or a Lender, and the Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth herein or therein, other than to confirm receipt of items expressly required to be delivered to the Agent.

The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Affiliates. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Affiliates of the Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent.

The Agent may resign at any time by notifying the Lenders and the Borrower; *provided that* no such resignation shall be effective until a successor Agent has been appointed and accepted as provided below. Upon receipt of notice of the resignation of the retiring Agent, the Instructing Group shall have the right, with the express written consent of the Borrower except during an Event of Default, to appoint a successor. If no successor shall have been so appointed by the Instructing Group and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, after consultation with the Borrower, appoint a reputable bank or financial institution as a successor. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring (or retired) Agent and the retiring Agent shall be discharged from its duties and obligations hereunder (if not already discharged there from as provided above in this paragraph). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Agent's resignation hereunder, the provisions of this Section and Sections 7.04 and 14.01 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement or any related agreement or any document furnished hereunder or thereunder.

## SECTION 18. NOTICES

18.01. **Notices.** Every notice, request, demand or other communication under this Agreement shall be by telephone (confirmed by telefax as soon as practicable but the failure or delay in sending or receiving the same shall not, subject as provided in Section 4.02 and Section 13.04, affect the validity of such notice, request, demand or other communication), in writing delivered personally or by first-class prepaid letter (airmail if available), or by telefax or by email (confirmed by telefax as soon as practicable, if such email is to the Agent and requests an Advance or a conversion or continuation of an Advance, but the failure or delay in sending or receiving the same shall not, subject as provided in Section 4.02 and Section 13.04, affect the validity of such notice, request, demand or other communication), shall be deemed to have been received, subject as otherwise provided in this Agreement, in the case of a telefax or email, when sent and, in the case of a letter, when delivered personally or seven (7) days after it has been put into the post and shall be sent:

- (a) to the Borrower at:

HSBC Finance Corporation  
26525 North Riverwoods Boulevard  
Mettawa, Illinois 60045  
Attention: The Treasurer  
Telephone: (224) 544-2000

Telefax: (224) 552-4443  
Email: craig.t.thiele@us.hsbc.com

- (b) for payments and requests for advances, conversions and continuations, to the Agent at:

Citibank, N.A.  
1615 Brett Rd  
OPS 3  
New Castle, Delaware 19720  
Attention: Madeline Santiago  
Telephone: (302) 323-3139  
Telefax: (212) 994-0961  
Email: madeline.l.santiago@citi.com

- (c) for other notices, to the Agent at:

Citibank, N.A.  
1615 Brett Rd  
OPS 3  
New Castle, Delaware 19720  
Attention: Madeline Santiago  
Telephone: (302) 323-3139  
Telefax: (212) 994-0961  
Email: madeline.l.santiago@citi.com

- (d) to each Lender at its addresses, telefax numbers or email addresses set forth on its Administrative Questionnaire or otherwise as from time to time notified to the Agent.

Each party hereto may from time to time change its address by so notifying the other parties (or, in the case of a Lender or the Borrower, by so notifying the Agent).

18.02. **Method of Delivery.** Every notice, request, demand or other communication under this Agreement to be given by the Borrower to any other party shall be given to the Agent for onward transmission as appropriate and to be given to the Borrower shall (except as otherwise provided in this Agreement) be given by the Agent.

## SECTION 19. MISCELLANEOUS

19.01. **Waivers; Amendments.** (a) As provided in this Section 19.01, the provisions of this Agreement may be amended, waived or suspended with the consent of the Borrower and the Instructing Group or the Borrower and the Agent acting on the instructions of the Instructing Group, evidenced by a written instrument. Any such amendment, waiver or suspension shall be binding upon all the Lenders.

(b) Nothing in Section 19.01(a) shall authorize the effecting, without the prior written consent of the Agent and all the Lenders, of (i) any reduction in the Applicable Margin, (ii) any change in the date for, or alteration in the currency of, or reduction in the amount of any payment of principal, interest, fee or other amount payable under this Agreement to a Lender, (iii) except as otherwise expressly permitted in this Agreement, any change in any Lender's Commitment, (iv) except as otherwise provided in this Agreement, any extension of the Availability Period, (v) any change to the definition of

“*Instructing Group*”, (vi) any change to this Section 19.01(b) or (vii) any other matter in respect of which the terms of this Agreement expressly require the agreement of all the Lenders.

(c) Notwithstanding the other provisions of this Section 19.01, no provision or term of this Agreement which in any way relates to the duties, functions, powers or responsibilities of the Agent may be amended, waived or suspended without the prior written consent of the Agent.

(d) Notwithstanding the other provisions of this Section 19.01, no provision of this Agreement which in any way relates to the duties or obligations of the Swingline Lenders, including, without limitation, Section 2.05, may be amended, waived or suspended without the prior written consent of each of the Swingline Lenders.

19.02. **Course of Dealing; No Implied Waivers.** No delay or omission of the Agent, any Lender or the Borrower or any of them in exercising any right, power or privilege under this Agreement shall impair such right, power or privilege or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

19.03. **Severability.** If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

19.04. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

19.05. **No Joinder Necessary; Obligations Several.** This Agreement may be enforced against the Borrower by the Agent as Agent for the Lenders without the necessity of joining any or all of the Lenders in any enforcement proceedings. The obligations of each of the Lenders and their respective interests hereunder are several and the principal amount advanced by and all other sums from time to time owing to each Lender in respect of its participation in any Advances shall constitute a separate and independent debt enforceable by such Lender or by the Agent on such Lender's behalf without the necessity of joining the Agent or, as the case may be, any or all of the other Lenders in such enforcement proceedings.

19.06. **Confidentiality.** Each Lender is hereby authorized to divulge any information pertaining to this Agreement, the transactions contemplated hereby and the records maintained by such Lender in connection herewith for such Lender's own use (which may include making disclosure thereof, notwithstanding Section 11.01(b) above, to any permitted assignee and participant of such Lender and, with the Borrower's prior written consent, to potential assignees and participants (subject to such potential assignees and participants executing and delivering a confidentiality agreement in form and substance reasonably satisfactory to the Borrower and the Agent)), when required by any governmental, judicial or regulatory authority in the country where such Lender's head office or lending office hereunder is situated or the United States, and in any legal proceeding involving the Borrower.

19.07. **Entire Agreement.** Subject to any other documents expressly referred to herein, this Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all oral statements and writings dated prior to the date of this Agreement with respect thereto.

19.08. **Survival.** The obligations of the Borrower under Sections 7, 9, 13.02 and 14 shall survive the repayment or prepayment of any Advance and the payment of all interest due thereon, any

cancellation of the Total Commitments or any part thereof pursuant to the provisions of this Agreement and the termination of the other obligations of the Borrower hereunder.

19.09. **No Advisory or Fiduciary Responsibility.** The Borrower acknowledges and agrees that: (i) this Agreement is an arm's-length commercial transaction between the Borrower, on the one hand, and the Agent and the Lenders, on the other hand, and the Borrower is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transaction contemplated hereby; (ii) in connection with the process leading to the execution and delivery of this Agreement, each of the Agent and the Lenders is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for the Borrower; (iii) neither the Agent nor any Lender has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower with respect to any transaction contemplated by this Agreement; (iv) the Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Agent nor any Lender has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Agent and the Lenders have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to the transaction contemplated hereby and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate.

## SECTION 20. LAW AND JURISDICTION

20.01. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Law of the State of New York.

20.02. **Consent to Jurisdiction; Venue; Service of Process.** The Borrower to the fullest extent permitted by Law hereby irrevocably:

(a) consents to any suit, action or proceeding (hereinafter in this Section 20 referred to as "*Proceedings*") with respect to this Agreement being brought at the option of the Agent or any Lender in any State of Illinois court or any United States Federal Court sitting in Chicago, Illinois (without prejudice to the right of the Agent or any Lender to bring suit in or any other court to the jurisdiction of which the Borrower is or may be subject);

(b) waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings referred to in subsection (a) in any court referred to therein and any claim that any such Proceedings have been brought in an inconvenient forum;

(c) (i) submits to the jurisdiction of any such court in any such Proceedings and (iii) agrees that the final judgment in any Proceedings brought in such courts shall be conclusive and binding upon the Borrower and may be enforced in any State or United States Federal court in the State of Illinois or any other court to the jurisdiction of which the Borrower is or may be subject by a suit upon such judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of the Borrower's indebtedness;

(d) consents to process being served in any Proceedings in any court referred to in clause (a) above by the mailing of a copy thereof by registered or certified air mail, postage prepaid, return receipt requested to the address of the Borrower set forth in this Agreement or to any other address of which the Borrower shall have given notice to the Agent; and

(e) waives all claim of error by reason of any such service effected in accordance with the provisions of this subsection and agrees that such service shall be deemed in every

respect effective service upon the Borrower in any such Proceedings and shall be taken and be held to be valid personal service upon and personal delivery to the Borrower.

20.03. **No Limitation on Service of Process, Proceedings.** Nothing in this Agreement shall affect the right of the Agent or any Lender to serve process in any other manner permitted by Law or shall limit the right of the Agent or any Lender to bring any Proceedings with respect to this Agreement against the Borrower in any competent court of any other jurisdiction or jurisdictions. This Section 20 shall not prevent the Agent or any Lender from bringing Proceedings in any competent court of a country in which the Borrower has assets and shall not prevent any such court accepting jurisdiction in such Proceedings in relation to such assets.

20.04. **Waiver of Jury Trial.** Each of the Borrower, the Agent and the Lenders hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby.

20.05. **USA Patriot Act Notice.** Each Lender and the Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Agent, as applicable, to identify the Borrower in accordance with the Act.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

HSBC FINANCE CORPORATION, as the Borrower

By: *Craig T. Thiele*  
Name: CRAIG T. THIELE  
Title: SVP - MONEY AND CAPITAL MARKETS

---

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

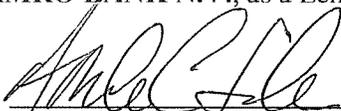
CITIBANK, N.A., as a Lender and as Agent

By: Maureen Maroney  
Name: Maureen P. Maroney  
Title: Authorized Signatory

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

ABN AMRO BANK N.V., as a Lender

By:   
Name: Andrew C. Salerno  
Title: Director

By:   
Name: Michael DeMarco  
Title: Vice President

ABN AMRO BANK N.V. as a Lender

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**UBS LOAN FINANCE LLC**, as a Lender

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

By: David B. Julie  
Name: David B. Julie  
Title: Associate Director

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**BANK OF MONTREAL, CHICAGO BRANCH**, as a Lender

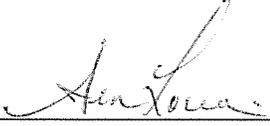
By:   
Name: BRUCE A. PIETKA  
Title: VICE PRESIDENT

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**BANCO SANTANDER, S.A., NEW YORK BRANCH**, as a Lender

By:   
Name: Jorge Saavedra  
Title: Executive Director

By:   
Name: Sen Louie  
Title: Vice President

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

LLOYDS TSB BANK PLC, as a Lender

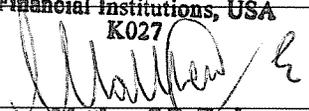
By: 

Name: Elaine B. Kallenbach

Title: Associate Director

Financial Institutions, USA

K027

By: 

Name: Matthew S.R. Tuck

Title: Director

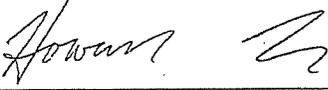
Financial Institutions, USA

T020

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

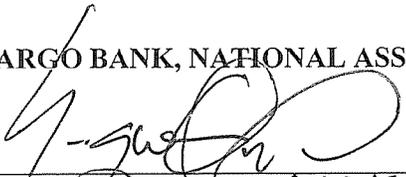
ROYAL BANK OF CANADA, as a Lender

By:   
Name: Howard Lee  
Title: Authorized Signatory

Signature Page to 3-Year Revolving Credit Agreement

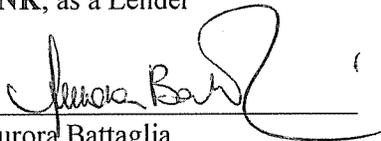
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By:   
Name: ENRIOUE ANORVE  
Title: VICE PRESIDENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

COMERICA BANK, as a Lender

By:   
Name: Aurora Battaglia  
Title: Vice President

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**THE BANK OF NOVA SCOTIA**, as a Lender

By:   
Name: David Mahmood  
Title: Managing Director

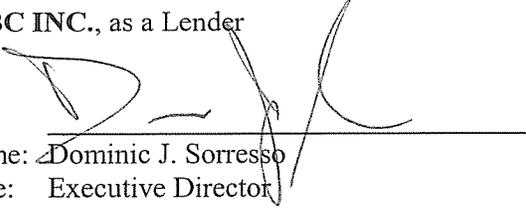
---

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**CIBC INC.**, as a Lender

By:

Name:  \_\_\_\_\_  
Dominic J. Sorresso

Title: Executive Director

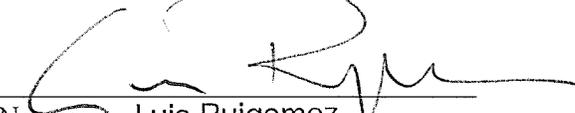
CIBC World Markets Corp.

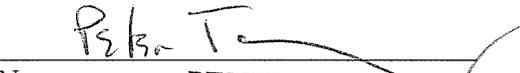
Authorized Signatory

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**BANCO BILBAO VIZCAYA ARGENTARIA S.A.**, as a Lender

By:   
Name: Luis Ruigomez  
Title: Managing Director

By:   
Name: PETER TOMMANEY  
Title: Senior Vice President

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**MORGAN STANLEY BANK**, as a Lender

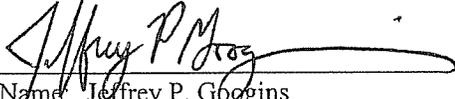
By:   
Name: Daniel Twenge  
Title: Authorized Signatory

---

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

U.S. BANK, NATIONAL ASSOCIATION, as a Lender

By:   
Name: Jeffrey P. Gogins \_\_\_\_\_  
Title: Vice President \_\_\_\_\_

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**THE NORTHERN TRUST COMPANY**, as a Lender

By:   
Name: John Burda  
Title: Senior Vice President

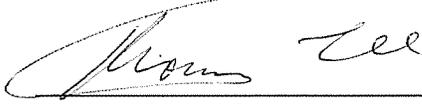
---

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**BAYERISCHE HYPO-UND VEREINSBANK AG, NEW YORK BRANCH, as a Lender**

By:   
Name: Craig M. Pinsky  
Title: Director

By:   
Name: Thomas Lee  
Title: Vice President

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**NATIONAL AUSTRALIA BANK LIMITED**, as a Lender

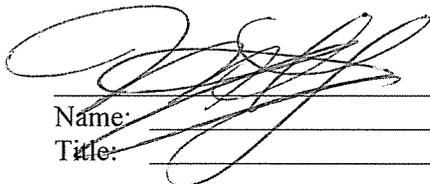
By:   
Name: Michael Pryce  
Title: Director

---

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

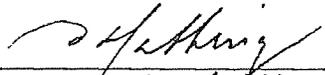
WACHOVIA BANK, NATIONAL ASSOCIATION, as a Lender

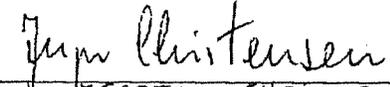
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Michael Ferris  
Vice President  
Wachovia Bank National Association

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

DANSKE BANK A/S, as a Lender

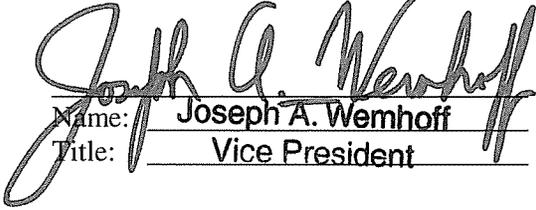
By:   
Name: Ole Hanning  
Title: Chief Legal Counsel

By:   
Name: JESPER CHRISTENSEN  
Title: First Vice President

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**FIFTH THIRD BANK (CHICAGO)**, as a Lender

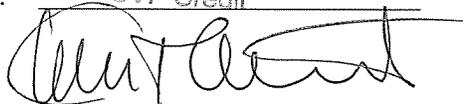
By:   
Name: Joseph A. Wemhoff  
Title: Vice President

Signature Page to 3-Year Revolving Credit Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

**NORDEA BANK FINLAND PLC – NEW YORK BRANCH**, as a Lender

By:   
Name: Gerald E. Zhelius, Jr.  
Title: SVP Credit

By:   
Name: \_\_\_\_\_  
Title: Kalle Virtanen  
Relationship Manager

Signature Page to 3-Year Revolving Credit Agreement

**SCHEDULE 1**  
**THE LENDERS AND COMMITMENTS**

<u>LENDER</u>	<u>REVOLVING COMMITMENT</u>	<u>SWINGLINE COMMITMENT</u>
Citibank, N.A.	\$120,000,000	\$120,000,000
ABN-AMRO Bank N.V.	100,000,000	
UBS Loan Finance LLC	100,000,000	
Bank of Montreal	77,000,000	
Banco Santander, S.A., New York Branch	75,000,000	
Lloyds TSB Bank plc	75,000,000	
Royal Bank of Canada	75,000,000	
Wells Fargo Bank, National Association	60,000,000	
Comerica Bank	42,500,000	
The Bank of Nova Scotia	40,000,000	
CIBC Inc.	40,000,000	
Banco Bilbao Vizcaya Argentaria S.A.	37,500,000	
Morgan Stanley Bank	37,500,000	
U.S. Bank, National Association	37,500,000	
The Northern Trust Company	33,000,000	
Bayerische Hypo-Und Vereinsbank AG, New York Branch	25,000,000	
National Australia Bank Limited	25,000,000	
Wachovia Bank, National Association	25,000,000	
Danske Bank A/S	15,000,000	
Fifth Third Bank (Chicago)	15,000,000	
Nordea Bank Finland plc – New York Branch	15,000,000	
<b>TOTAL</b>	<b>\$1,070,000,000</b>	<b>\$120,000,000</b>

**SCHEDULE 2**  
**CONDITIONS PRECEDENT**

(a) From each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Agent (which may include telecopy transmission of a signed signature page to this Agreement) that such party has signed a counterpart of this Agreement.

(b) A Certified Copy of the Certificate of Incorporation of the Borrower and each amendment thereto, certified by the Secretary of State of the State of Delaware (as of a date not more than thirty (30) days before the date of this Agreement) as being a true and correct copy of such documents on file in his or her office.

(c) A Certified Copy of the Certificate of the Secretary of State of the State of Delaware in short form (as of a date not more than thirty (30) days before the date of this Agreement) stating that the Borrower is duly incorporated and in good standing in the State of Delaware and has filed all franchise tax returns and has paid all franchise taxes required by law to be filed and paid by the Borrower to the date of such Certificate.

(d) A signed certificate of an appropriate officer of the Borrower, dated the date hereof, certifying, among other things, (i) a true and correct copy of resolutions adopted by the Board of Directors of the Borrower authorizing, among other things, the making and performance of this Agreement and the borrowing by the Borrower under this Agreement in the manner contemplated by this Agreement, (ii) a true and correct copy of the by-laws of the Borrower as in effect on the date hereof and (iii) the incumbency and specimen signatures of officers of the Borrower executing the foregoing documents and any other documents delivered to the Agent or any Lender in connection with the execution of this Agreement.

(e) A Certified Copy of all appropriate governmental, corporate and other consents as may be necessary to authorize the performance of all the obligations of the Borrower under this Agreement and the execution, performance, validity and enforceability of this Agreement.

(f) Opinion of the Executive Vice President, Deputy General Counsel and Corporate Secretary of HSBC Finance Corporation, substantially in the form set out in Schedule 6 dated the date of this Agreement.

(g) A certificate dated not more than ten (10) Business Days before the date of the first Advance of the Executive Vice President, Deputy General Counsel and Corporate Secretary of HSBC Finance Corporation to the effect that nothing has occurred since the date of his opinion referred to in clause (f) which leads him or her to believe that such opinion was incorrect in any respect and further that such opinion may be read and construed as if it had been issued on the date of the certificate.

**SCHEDULE 3**

**FORM OF DRAWDOWN NOTICE/CONFIRMATION OF A TELEPHONE NOTICE, FOR EURODOLLAR  
ADVANCES AND DOMESTIC RATE ADVANCES**

(Date)

To: Citibank, N.A.

Attention:

From: HSBC Finance Corporation

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sir or Madam:

We refer to the \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "Agreement") dated as of July 11, 2008 among HSBC Finance Corporation, a Delaware corporation, the Financial Institutions parties thereto and Citibank, N.A., as Agent. Terms defined in the Agreement have the same meaning when used herein.

We [give you notice] [confirm our telephone notice] that we wish to draw a [Eurodollar Advance] [Domestic Rate Advance] [Swingline Advance] of \$ \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_ [and, in the case of a Eurodollar Advance, select an Interest Period of \_\_\_\_\_ month(s) for such Eurodollar Advance ending on \_\_\_\_\_, \_\_\_\_]. The funds should be remitted to the Designated Borrower Account [at \_\_\_\_\_].

We confirm that:

(1) No Event of Default and no Potential Event of Default has occurred and is continuing or would result from the drawing of the [Eurodollar Advance] [Domestic Rate Advance] [Swingline Advance] requested hereby;

(2) The representations and warranties contained in Article 10 of the Agreement (other than the representation and warranties made in Sections 10.05 thereof) are true and accurate in all respects as of the date hereof as if made with respect to the facts and circumstances existing at such date; and

(3) The borrowing to be effected by such [Eurodollar Advance] [Domestic Rate Advance] [Swingline Advance] is within our powers, has been validly authorized by all appropriate action and will not cause any limit on our borrowings (whether imposed by our Organizational Documents, Law, regulation, agreement or otherwise) to be exceeded.

Yours faithfully,

HSBC FINANCE CORPORATION

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

**SCHEDULE 4**

**FORM OF CONVERSION NOTICE**

(Date)

To: Citibank, N.A.

Attention:

From: HSBC Finance Corporation

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sir or Madam:

We refer to the \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "*Agreement*") dated as of July 11, 2008 among HSBC Finance Corporation, a Delaware corporation, the Financial Institutions parties thereto and Citibank, N.A., as Agent. Terms defined in the Agreement have the same meaning when used herein.

Reference is made to the [Eurodollar Advance] [Domestic Rate Advance]<sup>1</sup> in the principal amount of \$ \_\_\_\_\_ which [Eurodollar Advance] [Domestic Rate] was initially extended to the Borrower on \_\_\_\_\_, \_\_\_\_ [and is presently subject to an Interest Period which expires \_\_\_\_\_, \_\_\_\_]. We hereby give you notice, pursuant to Section 6 of the Agreement, that the Borrower intends to Convert the [Eurodollar Advance] [Domestic Rate Advance] as described below:

- (1) The date of Conversion shall be \_\_\_\_\_, \_\_\_\_;
- (2) The existing [Eurodollar Advance] [Domestic Rate Advance] shall be converted into a [Eurodollar Advance] [Domestic Rate Advance]; and
- (3) The Interest Period therefor shall be [month(s)] and shall end on \_\_\_\_\_, \_\_\_\_].

---

1. If more than one Eurodollar Advance or Domestic Rate Advance shall be Converted on the specified Conversion Date, a single notice may be given which describes all such Conversions, including any two or more Eurodollar Advances and/or Domestic Rate Advances being combined into a single Eurodollar Advance or Domestic Rate Advance and any Eurodollar Advance or Domestic Rate Advance being split into two or more Eurodollar Advances and/or Domestic Rate Advances.

[We hereby certify and confirm that (1) no Event of Default has occurred and is continuing or will result from the making of the Conversion(s) requested hereby, and (2) the representations and warranties set out in Article 10 (other than Sections 10.05 and 10.06 thereof) of the Agreement are true and accurate as of the date hereof with reference to the facts subsisting on the date hereof.]<sup>2</sup>

Yours faithfully,

HSBC FINANCE CORPORATION

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

---

2. Insert as appropriate in accordance with Section 3.03.

**SCHEDULE 5**

**PART I**

**LETTER FROM FOREIGN LENDER**

[To be sent in duplicate and accompanied  
by two signed copies of IRS Form W-8BEN]

(Date)

HSBC Finance Corporation  
26525 North Riverwoods Boulevard  
Mettawa, Illinois 60045  
U.S.A.

Attention: The Treasurer

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sirs:

In connection with your \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "*Agreement*") dated as of July 11, 2008 we hereby certify that \_\_\_\_\_ is currently exempt from deduction or withholding for or on account of United States Taxes (as defined in the Agreement) on interest and fees paid to it under the Agreement pursuant to the provisions of the income tax convention between the United States and [name of country].

We enclose herewith two copies of a completed Internal Revenue Service Form W-8BEN.

Yours faithfully,

cc: Citibank, N.A., as Agent  
(with two completed original copies of  
IRS Form W-8BEN)

**SCHEDULE 5**  
**PART II**  
**LETTER FROM FOREIGN LENDER**

[To be sent in duplicate and accompanied  
by two executed copies of IRS Form W-8ECI]

(Date)

HSBC Finance Corporation  
26525 North Riverwoods Boulevard  
Mettawa, Illinois 60045  
U.S.A.

Attention: The Treasurer

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sirs:

In connection with your \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "*Agreement*") dated as of July 11, 2008 we hereby certify that \_\_\_\_\_ is currently entitled to exemption from withholding tax on payments to it under the Agreement by virtue of Sections 1441(c) and 1442(a) of the Internal Revenue Code of the United States of America.

We enclose herewith two copies of a completed Internal Revenue Service Form W-8ECI.

Yours faithfully,

cc: Citibank, N.A., as Agent  
(with two completed original copies of  
IRS Form W-8ECI)

**SCHEDULE 5**  
**PART III**  
**LETTER FROM FOREIGN LENDER**

[To be sent in duplicate and accompanied  
by two executed copies of IRS Form W-8IMY or W-8BEN]

(Date)

HSBC Finance Corporation  
26525 North Riverwoods Boulevard  
Mettawa, Illinois 60045  
U.S.A.

Attention: The Treasurer

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sirs:

In connection with your \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "*Agreement*") dated as of July 11, 2008 we hereby certify that \_\_\_\_\_ (x) is not a bank (within the meaning of Section 881(c)(3)(A) of the Code (as defined in the Agreement)), (y) is not a 10-percent shareholder (within the meaning of Section 881(c)(3)(B) of the Code) and (z) is not a controlled foreign corporation related (within the meaning of Section 864(d)(4) of the Code) to the Borrower (as so defined).

We enclose herewith two copies of a completed Internal Revenue Service Form [W-8IMY/ W-8BEN].

Yours faithfully,

cc: Citibank, N.A., as Agent  
(with two completed original copies of  
IRS Form [W-8IMY/W-8BEN])

**SCHEDULE 5**  
**PART IV**  
**LETTER FROM CORPORATE U.S. LENDER OR NON-CORPORATE U.S. LENDER**

[To be sent in duplicate and accompanied  
by two executed copies of IRS Form W-9]

(Date)

HSBC Finance Corporation  
26525 North Riverwoods Boulevard  
Mettawa, Illinois 60045  
U.S.A.

Attention: The Treasurer

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sirs:

In connection with your \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "*Agreement*") dated as of July 11, 2008 we enclose herewith two copies of a completed Internal Revenue Service Form W-9 indicating that we are exempt from back-up withholding taxes.

Yours faithfully,

cc: Citibank, N.A., as Agent  
(with two completed original copies of  
IRS Form W-9)

**SCHEDULE 6**

**FORM OF OPINION OF  
EXECUTIVE VICE PRESIDENT, DEPUTY GENERAL COUNSEL AND  
CORPORATE SECRETARY OF HSBC FINANCE CORPORATION**

July 11, 2008

Each Loan Party (as defined  
in the Agreement referred to  
below) as of the date hereof  
c/o Citibank, N.A., as Agent  
1615 Brett Rd  
OPS 3  
New Castle, Delaware 19720

Ladies and Gentlemen:

This opinion is addressed to you as a party to the \$1,070,000,000 3-Year Revolving Credit Agreement dated as of July 11, 2008 with HSBC Finance Corporation (as amended and in effect on the date hereof, the "*Agreement*").

Unless otherwise defined herein, the terms used herein shall have the meanings assigned to such terms in the Agreement.

Based upon my examination of such records, documents and matters of law as I, or attorneys under my supervision, have considered relevant and upon my familiarity with the affairs of the Borrower in my capacity as Executive Vice President, Deputy General Counsel and Corporate Secretary of HSBC Finance Corporation, I advise you that in my opinion:

1. The Borrower (a) is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware, (b) is duly qualified and in good standing as a foreign corporation authorized to do business in all other jurisdictions, if any, in which its operations or properties require such qualification and where the failure to be duly qualified and in good standing would have a material adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis, or would materially impair the Borrower's ability to perform its obligations under the Agreement and (c) has all requisite corporate power and authority to execute, deliver and perform its obligations under the Agreement and to borrow thereunder.

2. The making and performance by the Borrower of the Agreement and the borrowings by the Borrower from the Lenders in the manner contemplated by the Agreement have each been duly authorized by all necessary corporate action (including any necessary stockholder action) on the part of the Borrower and do not (a) to the best of my knowledge, violate or conflict with any provision of any Law (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System) or Directive presently in effect and known to me having applicability to the Borrower or (b) result in a breach of, conflict with, or constitute a default under, the Organizational Documents of the Borrower or any indenture or loan or credit agreement or any other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties may be bound or affected, which breach, conflict or default would, individually or taken in the aggregate with all other such breaches, conflicts and defaults, have a material adverse effect on the financial condition or operations of the Borrower and its

Subsidiaries taken on a consolidated basis. Neither the Borrower nor any of its Subsidiaries is in default under or in violation of its Organizational Documents or, to the best of my knowledge, any indenture, loan or credit agreement, other agreement or instrument, or any Law or Directive except for such defaults or violations, if any, which would not, individually or in the aggregate, have a material adverse effect upon the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis and would not, individually or in the aggregate, materially impair the Borrower's ability to perform its obligations under the Agreement.

3. The Agreement constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors' rights generally, and by general equitable principles (whether in a proceeding at law or in equity).

4. There are no actions, suits, proceedings or investigations pending or, to the best of my knowledge, threatened against the Borrower or any of its Subsidiaries or any of its or their respective properties before any court, governmental agency or regulatory authority (Federal, state or local) which, in my judgment, have a reasonable likelihood of being determined adversely to the Borrower or such Subsidiary, as the case may be, and would have a material adverse effect on the financial condition or operations of the Borrower and its Subsidiaries taken on a consolidated basis or would materially impair the ability of the Borrower to perform its obligations under the Agreement.

5. All necessary authorizations, Consents, approvals, licenses, or formal exemptions from, and any filings, declarations or registrations with, any court, governmental agency or regulatory authority (Federal, state or local), including, without limitation, the Securities and Exchange Commission or any securities exchange, required in connection with the execution and delivery by the Borrower of the Agreement, the performance by the Borrower of its obligations thereunder and the borrowings by the Borrower contemplated thereby have been obtained and are in full force and effect.

6. It is not necessary under the laws of the United States or the State of Illinois or the corporate laws of the State of Delaware in order to insure the legality, validity, enforceability and admissibility in evidence of the Agreement that the Agreement be filed, registered or recorded in any public office or elsewhere or that any stamp, registration or similar tax or charge be paid in the States of Delaware or Illinois on or in relation to the Agreement.

7. The Borrower is not an "*investment company*" or a company controlled by an "*investment company*" within the meaning of the Investment Company Act of 1940, as amended.

In rendering the opinions set forth in paragraph 3 above with respect to the Agreement, I have assumed, with your approval, the due authorization, execution and delivery of the Agreement on the part of all parties to the Agreement other than the Borrower, and the legality, validity and binding effect on, and enforceability against, all such other parties of the Agreement, except as enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

With your approval, I have relied, as to certain matters of fact, on information obtained from public officials, officers of the Borrower and other sources believed by me, or attorneys acting under my supervision, to be responsible and I have assumed that the signatures (other than that on behalf of the Borrower in the Agreement) on all documents examined by me, or attorneys acting under my supervision, are genuine, and that all documents submitted to me, or attorneys acting under my supervision, as copies conform with the originals, which assumptions I have not independently verified.

Except as aforesaid, I express no opinion herein other than as to the laws of the United States and the State of Illinois and the corporate law of the State of Delaware. This letter is solely for your benefit in connection with the Agreement and is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

**SCHEDULE 7**  
**FORM OF COMPLIANCE CERTIFICATE**  
HSBC FINANCE CORPORATION  
BANK CREDIT FACILITY FINANCIAL COVENANTS  
COMPLIANCE CERTIFICATE

(All dollar amounts are stated in millions)

As of \_\_\_\_\_, \_\_\_\_

1) Consolidated Shareholders' Equity      \$\_\_\_\_\_

HSBC FINANCE CORPORATION

By

Name:

Title:

Dated: \_\_\_\_\_, \_\_\_\_

SCHEDULE 8

FORM OF LENDER CERTIFICATE

[To be sent in duplicate and accompanied by two signed copies of IRS Form W-8BEN, IRS Form W-8ECI or IRS Form W-9]

(Date)

HSBC Finance Corporation  
26525 North Riverwoods Boulevard  
Mettawa, Illinois 60045  
U.S.A.

Attention: The Treasurer

Re: \$1,070,000,000 3-Year Revolving Credit Agreement

Dear Sirs:

In connection with your \$1,070,000,000 3-Year Revolving Credit Agreement (as amended and in effect on the date hereof, the "Agreement", terms used therein and not otherwise defined herein having the meaning herein as assigned in the Agreement) dated as of July 11, 2008, the undersigned, \_\_\_\_\_, [\_\_\_\_\_ Branch,] a [Foreign Lender] [Corporate U.S. Lender] [Non-Corporate U.S. Lender] under the Agreement, delivers this certificate as required under Section 13.06 of the Agreement and hereby certifies, with respect to the undersigned and with respect to each lending office or branch of the undersigned which the undersigned, as of the date hereof, has a substantial expectation will be a funding, booking or lending office or branch for the undersigned in connection with the Agreement (the undersigned and each such lending office or branch being a "Participating Office"), that as of the date hereof, except as described below, none of the Participating Offices shall suffer or incur any stamp, documentary or other like Taxes in effect on the date hereof as a result of the Agreement:

Participating Office	Stamp, Document or Other Tax
_____	_____
_____	_____
_____	_____

Yours faithfully,  
[LENDER]

By \_\_\_\_\_  
Its \_\_\_\_\_

SCHEDULE 9

FORM OF TRANSFER CERTIFICATE

This Transfer Certificate (this “*Transfer Certificate*”) is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] ([the] [each Assignor] identified in item 1 below ([the] [each, an] “*Assignor*”) and [the] [each] Assignee identified in item 2 below ([the] [each, an] “*Assignee*”). [It is understood and agreed that the rights and obligations of [the Assignors] [the Assignees] hereunder are several and not joint.] Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement identified below (the “*Agreement*”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Transfer Certificate as if set forth herein in full.

For an agreed consideration and pursuant to Section 16.03 of the Agreement, [the] [each] Assignor hereby irrevocably sells and assigns to [the Assignee] [the respective Assignees], and [the] [each] Assignee hereby irrevocably purchases and assumes from [the Assignor] [the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Agreement, as of the Effective Date inserted by the Agent as contemplated below (i) all of [the Assignor's] [the respective Assignors'] rights and obligations in [its capacity as a Lender] [their respective capacities as Lenders] under the Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor] [the respective Assignors] under the facility identified below (including, without limitation, the Swingline Advances included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)] [the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under the Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing (the rights and obligations sold and assigned by [the] [any] Assignor to [the] [any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the] [an] “*Assigned Interest*”). Each such sale and assignment is without recourse to [the] [any] Assignor and, except as expressly provided in this Transfer Certificate, without representation or warranty by [the] [any] Assignor.

1. Assignor[s]: \_\_\_\_\_

2. Assignee[s]: \_\_\_\_\_

[for each Assignee, indicate [Affiliate] [Approved Fund] of [*identify Lender*]]

3. Borrower: HSBC Finance Corporation

4. Agent: Citibank, N.A., as the Agent under the Agreement

5. Agreement: 3-Year Revolving Credit Agreement, dated as of July 11, 2008, among HSBC Finance Corporation, the Lenders from time to time party thereto, and Citibank, N.A., as Agent

6. Assigned Interest:

Assignor[s] ]	Assignee[s] ]	Facility Assigned	Amount of Commitment Assigned <sup>1</sup>	Percentage Assigned of Aggregate Amount of Commitments for all Lenders <sup>2</sup>
		Revolving Commitment	\$ _____	_____ %

[7. Trade Date: \_\_\_\_\_]<sup>3</sup>

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY THE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

---

1 Including the Swingline Commitment of the Assignor, if applicable.

2 Set forth, to at least 9 decimals, as a percentage of the Commitments of all Lenders.

3 To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Transfer Certificate are hereby agreed to:

ASSIGNOR  
[NAME OF ASSIGNOR]

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

ASSIGNEE  
[NAME OF ASSIGNEE]

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

Acknowledged:  
CITIBANK, N.A., as Agent

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

Consented to:<sup>4</sup>  
HSBC FINANCE CORPORATION

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

---

<sup>4</sup> Unless the consent of the Borrower is not required by the terms of the Agreement.

*ANNEX 1 TO TRANSFER CERTIFICATE*

HSBC FINANCE CORPORATION

3-YEAR REVOLVING CREDIT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR

TRANSFER CERTIFICATE

1. Representations and Warranties.

1.1. Assignor. [The] [Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the] [the relevant] Assigned Interest, (ii) [the] [such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Transfer Certificate and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Agreement, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Agreement or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Agreement.

1.2. Assignee. [The] [Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Transfer Certificate and to consummate the transactions contemplated hereby and to become a Lender under the Agreement, (ii) it meets all the requirements to be an assignee under Section 16.03 of the Agreement (subject to such consents, if any, as may be required under Section 16.03 of the Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Agreement as a Lender thereunder and, to the extent of [the] [the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the] [such] Assigned Interest and either it, or the person exercising discretion in making its decision to acquire [the] [such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 11.01 thereof and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Transfer Certificate and to purchase [the] [such] Assigned Interest, (vi) it has independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the] [such] Assigned Interest, and (vii) attached hereto is any documentation required to be delivered by it pursuant to the terms of the Agreement, duly completed and executed by [the] [such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Agent, [the] [any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Agreement are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Agent shall make all payments in respect of [the] [each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the] [the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the] [the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Transfer Certificate shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Transfer Certificate may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Transfer Certificate by telecopy shall be effective as delivery of a manually executed counterpart of this Transfer Certificate. This Transfer Certificate shall be governed by, and construed in accordance with, the law of the State of New York.

**SCHEDULE 10**

**PROCESSING AND RECORDATION FEES**

Unless the Agent elects to waive such fee, the Agent will charge a processing and recordation fee (an “*Assignment Fee*”) in the amount of \$3,500 for each assignment.