

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

**FORM 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): May 6, 2015 (May 6, 2015)**

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**Triangle Capital Corporation**

(Exact name of registrant as specified in its charter)

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**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**814-00733**  
(Commission  
File Number)

**06-1798488**  
(IRS Employer  
Identification No.)

**3700 Glenwood Avenue, Suite 530, Raleigh, North Carolina**  
(Address of Principal Executive Offices)

**27612**  
(Zip Code)

**Registrant's telephone number, including area code: (919) 719-4770**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On May 4, 2015, Triangle Capital Corporation (the “Company”) entered into a third amended and restated senior secured credit facility (the “Credit Facility”) with Branch Banking and Trust Company (“BB&T”), as Administrative Agent, ING Capital LLC (“ING”), as Multicurrency Agent, and BB&T, ING, Fifth Third Bank, Morgan Stanley Bank, N.A., Bank of North Carolina, EverBank Commercial Finance, Inc., First Tennessee Bank National Association, NewBridge Bank, Yadkin Bank, CommunityOne Bank, NA, Park Sterling Bank, Paragon Commercial Bank, Raymond James Bank, N.A. and Stifel Bank & Trust, collectively as lenders. The initial commitment for the Credit Facility is \$300.0 million, and the Credit Facility replaces the Company's existing \$165.0 million senior secured credit facility. The Credit Facility has an accordion feature that allows for an increase in the total borrowing size up to \$350.0 million, subject to certain conditions and the satisfaction of specified financial covenants, and allows the Company to borrow foreign currencies directly under the Credit Facility. The Credit Facility, which is structured to operate like a revolving credit facility, is secured primarily by the Company's assets, excluding the assets of the Company's wholly-owned SBIC subsidiaries. The revolving period of the Credit Facility ends May 3, 2019, followed by a one-year amortization period with a final maturity date of May 3, 2020.

Borrowings under the Credit Facility bear interest, subject to the Company's election, on a per annum basis equal to (i) the applicable base rate plus 1.75% (or, after one year, 1.50% if the Company receives an investment grade credit rating), (ii) the applicable LIBOR rate plus 2.75% (or, after one year, 2.50% if the Company receives an investment grade credit rating), or (iii) for borrowings denominated in Canadian dollars, the applicable Canadian Dealer Offered Rate plus 2.75% (or, after one year, 2.50% if the Company receives an investment grade credit rating). The applicable base rate is equal to the greater of (i) the prime rate, (ii) the federal funds rate plus 0.5%, or (iii) the adjusted one-month LIBOR plus 2.0%. The applicable LIBOR rate depends on the term of the draw under the Credit Facility. The Company pays a commitment fee of 1.00% per annum on undrawn amounts if the used portion of the facility is less than or equal to 25.0% of total commitments, or 0.375% per annum on undrawn amounts if the used portion of the facility is greater than 25.0% of total commitments.

The Credit Facility contains certain affirmative and negative covenants, including but not limited to (i) maintaining a minimum interest coverage ratio, (ii) maintaining minimum consolidated tangible net worth, (iii) maintaining a minimum asset coverage ratio and (iv) maintaining the Company's status as a regulated investment company and as a business development company. The Credit Facility also contains customary events of default with customary cure and notice provisions, including, without limitation, nonpayment, misrepresentation of representations and warranties in a material respect, breach of covenant, cross-default to other indebtedness, bankruptcy, change of control, and material adverse effect. The Credit Facility also permits the Administrative Agent to select an independent third party valuation firm to determine valuations of certain portfolio investments for purposes of borrowing base provisions. In connection with the Credit Facility, the Company also entered into new collateral documents.

BB&T, Morgan Stanley Bank, N.A., Raymond James Bank, N.A., Stifel Bank & Trust and other lenders under the Amended Facility, and their respective affiliates, may from time to time receive customary fees and expenses in the performance of investment banking, financial advisory or other services for the Company.

The above summary is not complete and is qualified in its entirety to the full text of the Amended Facility, which is filed herewith and incorporated herein by reference.

**Item 2.02. Results of Operations and Financial Condition.**

On May 6, 2015, Triangle Capital Corporation (the “Company”) issued a press release announcing its financial results for the quarter ended March 31, 2015. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in these Items 2.02 and 7.01 of Form 8-K, and Exhibit 99.1 attached hereto, are being furnished by the Company in satisfaction of the public disclosure requirements of Regulation FD and Item 2.02 of Form 8-K, insofar as they disclose historical information regarding the Company's results of operations or financial condition as of and for the quarter ended March 31, 2015.

In accordance with General Instructions B.2 and B.6 of Form 8-K, the information included in these Items 2.02 and 7.01, and Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section, nor shall such information be deemed incorporated by reference into any filing made by the Company under the Exchange Act or the Securities Act of 1933, as amended.

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

The information contained in Item 1.01 to this current report on Form 8-K is by this reference incorporated into this Item 2.03.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

Following are descriptions of the matters voted on at the Annual Meeting and the final results of such voting:

**Proposal 1 - Election of Directors**

The following individuals, constituting all of the nominees named in the Company's Proxy Statement, were elected as directors to serve until the 2016 annual meeting of stockholders and until their successors have been duly elected and qualified. The following votes were taken in connection with this proposal:

Director	For	Against	Abstain
Garland S. Tucker, III	18,077,496	439,128	476,551
E. Ashton Poole	18,070,018	432,907	490,248
Brent P.W. Burgess	18,082,266	431,785	479,122
Steven C. Lilly	17,613,019	887,754	492,400
W. McComb Dunwoody	18,082,152	429,291	481,729
Mark M. Gambill	18,126,988	384,088	482,096
Benjamin S. Goldstein	17,633,700	880,387	479,086
Simon B. Rich, Jr.	18,106,135	405,797	481,240
Sherwood H. Smith, Jr.	18,053,631	452,622	486,921

**Proposal 2 - Approval to Sell Securities Below Net Asset Value**

A proposal to authorize the Company, pursuant to approval of its Board of Directors, to sell shares of its common stock or warrants, options or rights to acquire common stock during the next year at a price below the Company's then current net asset value per share was approved. The following votes were taken in connection with this proposal:

For	Against	Abstain
15,884,541	2,568,840	539,784

This proposal was also approved by the Company's non-affiliated stockholders by a vote of 13,985,509 shares for, 2,568,840 shares against and 539,784 shares abstained. The number of votes cast in favor of this proposal represents a majority of outstanding voting securities of the Company and a majority of outstanding securities not held by affiliated persons, as defined under the Investment Company Act of 1940, as amended.

**Item 7.01. Regulation FD Disclosure.**

The disclosure contained in Item 2.02 is incorporated herein by reference.

The information disclosed under Item 7.01, including Exhibit 99.1 hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 and shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, except as expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

The following exhibit 99.1 is being furnished herewith to this Current Report on Form 8-K:

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Exhibit

<u>No.</u>	<u>Description</u>
10.1	Third Amended and Restated Credit Agreement, dated May 4, 2015, among the Company, Branch Banking and Trust Company, ING Capital LLC, Fifth Third Bank, Morgan Stanley Bank, N.A., Bank of North Carolina, EverBank Commercial Finance, Inc. First Tennessee Bank National Association, Newbridge Bank, Yadkin Bank, CommunityOne Bank, NA, Park Sterling Bank, Paragon Commercial Bank, Raymond James Bank, N.A. and Stifel Bank & Trust.
10.2	Second Amended and Restated Equity Pledge Agreement between Triangle Capital Corporation, ARC Industries Holdings, Inc., Brantley Holdings, Inc., Energy Hardware Holdings, Inc., Minco Holdings, Inc., Peaden Holdings, Inc., Technology Crops Holdings, Inc. and Branch Banking and Trust Company dated May 4, 2015
10.3	Second Amended and Restated General Security Agreement between Triangle Capital Corporation, ARC Industries Holdings, Inc., Brantley Holdings, Inc., Energy Hardware Holdings, Inc., Minco Holdings, Inc., Peaden Holdings, Inc., Technology Crops Holdings, Inc. and Branch Banking and Trust Company dated May 4, 2015
99.1	Press Release dated May 6, 2015 of the Company

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**SIGNATURES**

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

Triangle Capital Corporation

Date: May 6, 2015

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Chief Financial Officer

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## EXHIBIT INDEX

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99.1	Press Release dated May 6, 2015 of the Company

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

May 4, 2015

among

TRIANGLE CAPITAL CORPORATION

as Borrower,

The Lenders Listed Herein

and

BRANCH BANKING AND TRUST COMPANY

as Administrative Agent,

and

ING CAPITAL LLC

as Multicurrency Agent,

and

BB&T CAPITAL MARKETS, ING CAPITAL LLC, and FIFTH THIRD BANK

as Joint Lead Arrangers,

and

ING CAPITAL LLC

as Syndication Agent,

and

FIFTH THIRD BANK

as Documentation Agent

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- Schedule A - Designation Notice

Exhibits:

- Exhibit A - Form of Notice of Borrowing
- Exhibit B-1 - Form of Revolver Note
- Exhibit B-2 - Form of Swing Advance Note
- Exhibit B-3 - Form of Multicurrency Note
- Exhibit C - Form of Notice of Continuation or Conversion
- Exhibit D-1 - Form of U.S. Tax Compliance Certificate (for Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-2 - Form of U.S. Tax Compliance Certificate (for Foreign Participants That Are Not Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-3 - Form of U.S. Tax Compliance Certificate (for Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit D-4 - Form of U.S. Tax Compliance Certificate (for Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit E - Form of Borrowing Base Certification Report
- Exhibit F - Form of Opinion of Borrower's and Guarantors' Counsel
- Exhibit G - Form of Closing Certificate
- Exhibit H - Form of Officer's Certificate
- Exhibit I - [Reserved]
- Exhibit J - Form of Compliance Certificate
- Exhibit K - [Reserved]
- Exhibit L - Form of Joinder and Reaffirmation Agreement
- Exhibit M - [Reserved]
- Exhibit N - [Reserved]
- Exhibit O - Form of Assignment and Assumption



## THIRD AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT is dated as of May 4, 2015 among TRIANGLE CAPITAL CORPORATION, a Maryland corporation, as borrower, the LENDERS listed on the signature pages hereof, BRANCH BANKING AND TRUST COMPANY, as Administrative Agent and ING CAPITAL LLC, as Multicurrency Agent.

### RECITALS

A. Certain of the parties hereto are parties to a Second Amended and Restated Credit Agreement dated as of June 26, 2013 by and among the Borrower, Branch Banking and Trust Company, as Administrative Agent and Swing Line Lender, BB&T Capital Markets and Fifth Third Bank as Joint Lead Arrangers, ING Capital LLC as Multicurrency Agent, and the Lenders identified therein (the "Existing Credit Agreement"), and certain other Loan Documents entered into in connection with (and as defined in) the Existing Credit Agreement (collectively with the Existing Credit Agreement, the "Existing Loan Documents"), pursuant to which the Lenders party thereto provided credit facilities to the Borrower in the aggregate principal amount of up to \$165,000,000 (subject to increase from time to time to a maximum aggregate principal amount of \$215,000,000) through a \$130,000,000 tranche in which revolving advances were to be made in US dollars only and a US dollar equivalent \$35,000,000 multicurrency tranche in which revolving advances were to be made in US dollars and foreign currencies, as set forth in the Existing Credit Agreement.

B. The parties wish to enter into this Agreement to provide credit facilities to the Borrower in the aggregate principal amount of up to \$300,000,000 (subject to increase from time to time to a maximum aggregate principal amount of \$350,000,000) through a \$225,000,000 tranche in which revolving advances will be made in US dollars only and a US dollar equivalent \$75,000,000 multicurrency tranche in which revolving advances may be made in US dollars and foreign currencies, which shall amend, restate, replace and supersede (but not cause a novation of) the Existing Credit Agreement and the other Existing Loan Documents and which hereinafter shall govern the terms and conditions under which the Lenders shall provide senior revolving facilities to the Borrower.

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

### ARTICLE I DEFINITIONS

#### SECTION 1.01. Definitions.

The terms as defined in this Section 1.01 shall, for all purposes of this Agreement and any amendment hereto (except as otherwise expressly provided or unless the context otherwise requires), have the meanings set forth herein:

"2019 Notes" means the Borrower's 7.00% Notes due 2019 issued pursuant to the Indenture dated March 2, 2012 between the Borrower and The Bank of New York Mellon Trust Company, N.A., as the trustee ("Trustee") and the First Supplemental Indenture dated March 2,

2012 between the Borrower and Trustee.

“Acquisition” means any transaction or series of related transactions (other than a Portfolio Investment) for the purpose of, or resulting in, directly or indirectly, (a) the acquisition by the Borrower or any Subsidiary of all or substantially all of the assets of a Person (other than a Subsidiary) or of any business or division of a Person (other than a Subsidiary), (b) the acquisition by the Borrower or any Subsidiary of more than 50% of any class of Voting Stock (or similar ownership interests) of any Person (provided that formation or organization of any Wholly Owned Subsidiary shall not constitute an “Acquisition” to the extent that the amount of the Investment in such entity is permitted under Sections 5.08 and 5.13), or (c) a merger, consolidation, amalgamation or other combination by the Borrower or any Subsidiary with another Person (other than a Subsidiary) if the Borrower or such Subsidiary is the surviving entity; provided that in any merger or other combination involving the Borrower, the Borrower must be the surviving entity.

“Adjusted Index Euro-Dollar Rate” applicable to any Interest Period means a rate per annum equal to the quotient obtained (rounded upwards, if necessary, to the next higher 1/100<sup>th</sup> of 1%) by dividing (i) the applicable Index Euro-Dollar Rate for such Interest Period by (ii) 1.00 minus the Eurocurrency Reserve Percentage.

“Adjusted London InterBank Offered Rate” applicable to any Interest Period means a rate per annum equal to the quotient obtained (rounded upwards, if necessary, to the next higher 1/100<sup>th</sup> of 1%) by dividing (i) the applicable London InterBank Offered Rate for such Interest Period by (ii) 1.00 minus the Eurocurrency Reserve Percentage.

“Administrative Agent” means BB&T, in its capacity as administrative agent for the Lenders, and its successors and permitted assigns in such capacity.

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

“Advance Rate” means, as to any Eligible Investment then permitted to be included in the Borrowing Base in accordance with the definition of Borrowing Base, and subject to adjustment as provided in the definition of Borrowing Base, the following percentages with respect to such Eligible Investment:

Portfolio Investment	Advance Rate
Unrestricted Cash and Cash Equivalents	100%
Eligible First Lien Debt Investments	70%
Eligible Last Out Debt Investments	60%
Eligible Second Lien Debt Investments	55%

Eligible High Yield Debt Securities	50%
Eligible Subordinated Investments; and Eligible Covenant Lite Debt Investments	45%
Eligible PIK Loans	40%

“Advances” means collectively the Multicurrency Advances, the Revolver Advances and the Swing Advances. “Advance” means any one of such Advances, as the context may require.

“Affiliate” of any Person means (i) any other Person which directly, or indirectly through one or more intermediaries, controls such Person, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, or (iii) any other Person of which such Person owns, directly or indirectly, 10% or more of the common stock or equivalent equity interests. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. Notwithstanding the foregoing, the term “Affiliate” shall not include any Person that is an “Affiliate” solely by reason of the Borrower or any Subsidiary’s investment therein in connection with a Portfolio Investment.

“Agent Parties” has the meaning set forth in Section 9.01(d).

“Agreed Foreign Currency” means, at any time, Canadian Dollars, the Euro, the British pound sterling, and, with the agreement of each Multicurrency Lender, any other Foreign Currency, so long as, in respect of Canadian Dollars or such other Foreign Currency, at such time (a) except with respect to Canadian Dollars, such Foreign Currency is dealt with in the London interbank deposit market, (b) such Foreign Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (c) no central bank or other governmental authorization in the country of issue of such Foreign Currency is required to permit use of such Foreign Currency by any Multicurrency Lender for making any Advance hereunder and/or to permit the Borrower to borrow and repay the principal thereof and to pay the interest thereon, unless such authorization has been obtained and is in full force and effect.

“Agreement” means this Third Amended and Restated Credit Agreement, together with all amendments and supplements hereto.

“Anti-Corruption Laws” has the meaning assigned to such term in Section 4.32.

“Applicable Agent” means (a) with respect to Multicurrency Advances, the Multicurrency Agent, (b) with respect to Revolver Advances and Swing Advances, the Administrative Agent, and (c) for all other purposes of this Agreement and the other Loan Documents, the Administrative Agent unless, in each case, the context may otherwise require.

“Applicable Laws” means all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes, executive orders, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any

Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Applicable Margin” has the meaning set forth in Section 2.06(a).

“Applicable Multicurrency Percentage” means with respect to any Multicurrency Lender, the percentage of the total Multicurrency Commitments represented by such Multicurrency Lender’s Multicurrency Commitment. If the Multicurrency Commitments have terminated or expired, the Applicable Multicurrency Percentages shall be determined based upon the Multicurrency Commitments most recently in effect, giving effect to any assignments.

“Applicable Outstanding Dollar Percentage” means, with respect to any Lender, the percentage of the sum of the aggregate outstanding principal amount of all Revolver Advances and Multicurrency Advances denominated in Dollars represented by the sum of the aggregate outstanding principal amount of all Revolver Advances and Multicurrency Advances denominated in Dollars of such Lender.

“Applicable Percentage” means, with respect to any Lender, the percentage of the sum of the Total Unused Revolver Commitments and the Total Unused Multicurrency Commitments represented by the sum of such Lender’s Unused Revolver Commitment and Unused Multicurrency Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon such sum of the Total Unused Revolver Commitments and the Total Unused Multicurrency Commitments represented by the sum of such Lender’s Unused Revolver Commitment and Unused Multicurrency Commitment most recently in effect, giving effect to any assignments.

“Applicable Revolver Percentage” means with respect to any Revolver Lender, the percentage of the total Revolver Commitments represented by such Revolver Lender’s Revolver Commitment. If the Revolver Commitments have terminated or expired, the Applicable Revolver Percentages shall be determined based upon the Revolver Commitments most recently in effect, giving effect to any assignments.

“Approved Dealers” means (a) in the case of any Eligible Investment that is not a U.S. Government Security, a bank or a broker-dealer registered under the Securities Exchange Act of 1934 of nationally recognized standing or an Affiliate thereof as set forth on Schedule 1.01(b), (b) in the case of a U.S. Government Security, any primary dealer in U.S. Government Securities as set forth on Schedule 1.01(b), or (c) any other bank or broker-dealer acceptable to the Administrative Agent in its reasonable determination.

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

“Approved Pricing Service” means (a) a pricing or quotation service as set forth in Schedule 1.01(b) or (b) any other pricing or quotation service (i) approved by the board of directors of the Borrower, (ii) designated in writing by the Borrower to the Administrative Agent (which designation shall be accompanied by a copy of a resolution of the board of directors of the Borrower that such pricing or quotation service has been approved by the Borrower), and (iii) acceptable to the Administrative Agent in its reasonable determination.

“Asset Coverage Ratio” means, on a consolidated basis for Borrower and its Subsidiaries, the ratio which the value of total assets, less all liabilities and indebtedness not represented by Senior Securities, bears to the aggregate amount of Senior Securities representing indebtedness of the Borrower and its Subsidiaries (all as determined pursuant to the Investment Company Act and any orders of the SEC issued to the Borrower thereunder).

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07), and accepted by the Administrative Agent, in substantially the form of Exhibit Q or any other form approved by the Administrative Agent.

“Assignment of Mortgage” means, as to each Portfolio Investment secured by an interest in real property, one or more assignments, notices of transfer or equivalent instruments, each in recordable form and sufficient under the laws of the relevant jurisdiction to reflect the transfer of the related mortgage, deed of trust, security deed or similar security instrument and all other documents related to such Portfolio Investment and, to the extent requested by the Administrative Agent, to grant a perfected lien thereon by the Borrower in favor of the Administrative Agent on behalf of the Secured Parties, each such Assignment of Mortgage to be in form and substance acceptable to the Administrative Agent.

“Bank Products” means any: (1) Hedging Agreements; and (2) other services or facilities provided to any Loan Party by BB&T or any Lender that provides the initial funding of any Commitment on the Closing Date or any Additional Lender (as defined in Section 2.14(a)) that provides the funding of any Commitment on any Commitment Increase Date (as defined in Section 2.14(c)) (but not any assignee of any of the foregoing Lenders) or any of their respective Affiliates, in each case solely until such Person has assigned all of its interests under this Agreement (each, in such capacity, a “Bank Product Bank”) (but excluding Cash Management Services) with respect to (a) credit cards, (b) purchase cards, (c) merchant services constituting a line of credit, and (d) leasing.

“Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. §§101, et. seq.).

“Base Rate” means for any Base Rate Advance for any day, the rate per annum equal to the highest as of such day of (i) the Prime Rate, (ii) one-half of one percent (0.5%) above the Federal Funds Rate and (iii) two percent (2%) above the Adjusted London InterBank Offered Rate for a one-month Interest Period. For purposes of determining the Base Rate for any day, changes in the Prime Rate, the Federal Funds Rate or the Adjusted London InterBank Offered Rate shall be effective on the date of each such change.

“Base Rate Advance” means, with respect to any Advance, such Advance when such Advance bears or is to bear interest at a rate based upon the Base Rate.

“BB&T” means Branch Banking and Trust Company, and its successors.

“Borrower” means Triangle Capital Corporation, a Maryland corporation, and its successors and its permitted assigns.

“Borrowing” means a borrowing hereunder consisting of Revolver Advances or Multicurrency Advances made to the Borrower: (i) at the same time by all of the Revolving Lenders pursuant to Article II, (ii) at the same time by all of the Multicurrency Lenders pursuant to Article II, or (iii) by BB&T, for Swing Advances. A Borrowing is a “Revolver Borrowing” if such Advance is made pursuant to Section 2.01(a), a “Multicurrency Borrowing” if such Advance is made pursuant to Section 2.01(c) or a “Swingline Borrowing” if such Advance is made pursuant to Section 2.01(b). A Borrowing is a “Base Rate Borrowing” if such Advances are Base Rate Advances. A Borrowing is an “Index Euro-Dollar Borrowing” if such Advances are Index Euro-Dollar Advances. A Borrowing is a “Eurocurrency Borrowing” if such Advances are Eurocurrency Advances.

“Borrowing Base” means, based on the most recent Borrowing Base Certification Report which as of the date of a determination of the Borrowing Base has been received by the Administrative Agent, the sum of the applicable Advance Rates of the Value of each Eligible Investment identified in the definition of “Advance Rate” in this Section 1.01 and includable in the Borrowing Base pursuant to the last paragraph of this definition, which Values shall be established in accordance with the procedures set forth in the definition of “Value” in this Section 1.01; provided, however, that:

(a) in no event shall more than 10% of the aggregate value of the Borrowing Base consist of PIK Investments (after giving effect to Advance Rates), and the Borrowing Base shall be reduced by removing such Eligible Investments (or portions of such Eligible Investments) therefrom (but not from the Collateral) to the extent such portion would otherwise exceed 10% of the Borrowing Base;

(b) in no event shall more than 10% of the aggregate value of the Borrowing Base consist of DIP Investments at any time (provided in no event shall an Eligible Investment be reclassified as a DIP Investment), and the Borrowing Base shall be reduced by removing such Eligible Investments (or portions of such Eligible Investments) therefrom (but not from the Collateral) to the extent such portion would otherwise exceed 10% of the Borrowing Base.

(c) with respect to all Eligible Investments issued by a single Issuer, the Advance Rate applicable to that portion of such Eligible Investments that exceeds 10% of the Loan Parties’ Net Worth shall be 0% (Persons that are in the same consolidated group of corporations or other entities shall be deemed to be a single Issuer);

(d) the portion of the Borrowing Base attributable to Eligible Investments in the Industry Classification Group that is the largest Industry Classification Group shall not

exceed 25% of the Borrowing Base, and the Borrowing Base shall be reduced by removing such Eligible Investments (or portions of such Eligible Investments) therefrom (but not from the Collateral) to the extent such portion would otherwise exceed 25% of the Borrowing Base;

(e) the portion of the Borrowing Base attributable to Eligible Investments in any single Industry Classification Group (other than the Industry Classification Group that is the largest Industry Classification Group) shall not exceed 15% of the Borrowing Base, and the Borrowing Base shall be reduced by removing such Eligible Investments (or portions of such Eligible Investments) therefrom (but not from the Collateral) to the extent such portion would otherwise exceed 15% of the Borrowing Base;

(f) the portion of the Borrowing Base attributable to Eligible Investments issued by Issuers with a total debt to EBITDA ratio above 5.50 to 1.00 shall not exceed 20% of the Borrowing Base, and the Borrowing Base shall be reduced by removing such Eligible Investments (or portions of such Eligible Investments) therefrom (but not from the Collateral) to the extent such portion would otherwise exceed 20% of the Borrowing Base;

(g) for purposes of calculating the number of Eligible Debt Securities in the Borrowing Base, Investments in an affiliated or consolidated group of corporations or other entities shall be deemed to be one Eligible Debt Security;

(h) all filings and other actions required to perfect the first-priority security interest of the Administrative Agent on behalf of the Secured Parties in the Portfolio Investments comprising the Borrowing Base have been made or taken; and

(i) the aggregate face amount of the 2019 Notes that remain outstanding nine (9) months prior to the Revolver Termination Date will be deducted from the Borrowing Base.

Notwithstanding the foregoing, inclusion of any Eligible Debt Security in the Borrowing Base calculation at any time is subject to the following further restrictions:

If at any time the Borrowing Base includes fewer than fifteen Eligible Debt Securities, the Borrower shall have ten (10) Business Days to seek a replacement Eligible Debt Security to restore the Borrowing Base to not fewer than fifteen Eligible Debt Securities, said restoration to be evidenced by a certificate in the form contemplated by the proviso to Section 2.11(g) and certifying as to the new Borrowing Base and the satisfaction of the conditions set forth in said proviso, provided that if, after such ten (10) Business Days have elapsed, the Borrower has not restored the number of Eligible Debt Securities to at least fifteen, then (x) the Borrowing Base shall be calculated as 100% of the amount of Unrestricted Cash and Cash Equivalents (until such time as there are once again fifteen or more Eligible Debt Securities in the Borrowing Base), and (y) the Borrower shall make a mandatory prepayment, in the amount by which the Advances exceed the new Borrowing Base (as calculated based solely on Unrestricted Cash and Cash Equivalents), in accordance with Section 2.11(e). No Advances shall be made during any ten (10) Business Day period described above, unless restoration to at least fifteen Eligible Debt Securities has been made by the Borrower. The

Borrower may in its sole discretion exclude any Eligible Investment in the determination of the Borrowing Base (but not from the Collateral) by providing written notice thereof to the Administrative Agent.

“Borrowing Base Certification Report” means a report in the form attached hereto as Exhibit E, and otherwise reasonably satisfactory to the Administrative Agent, certified by the chief financial officer or other authorized officer of the Borrower regarding the Eligible Investments, and including or attaching a list of all Portfolio Investments included in the Borrowing Base and the most recent Value (and the source of determination of the Value) for each Portfolio Investment. Upon receipt by the Administrative Agent, a Borrowing Base Certification Report shall be subject to the Administrative Agent’s satisfactory review, acceptance or correction, in the exercise of its reasonable discretion.

“Business Day” means any day (a) that is not a Saturday, Sunday or other day on which commercial banks in North Carolina are authorized or required by law to remain closed and, (b) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, a continuation or conversion of or into, or the Interest Period for, an Index Euro-Dollar Borrowing, or to a notice by the Borrower with respect to any such borrowing, payment, prepayment, continuation, 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, (c) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, a continuation or conversion of or into, or the Interest Period for, a Eurocurrency Borrowing denominated in Canadian Dollars, which is also not a day on which banks are authorized or required by law or other government action to close in Toronto, Ontario, and (d) if such day relates to a borrowing or continuation of, a payment or prepayment of principal of or interest on, or the Interest Period for, any Borrowing denominated in any Foreign Currency (other than Canadian Dollars), or to a notice by the Borrower with respect to any such borrowing, continuation, payment, prepayment or Interest Period, that is also a day on which commercial banks and the London foreign exchange market settle payments in the Principal Financial Center for such Foreign Currency.

“CAM Exchange” means the exchange of the Lenders’ interests provided for in Section 6.03.

“CAM Exchange Date” means the first date on which there shall occur: (a) any event referred to in clauses (g) or (h) of Section 6.01; or (b) an acceleration of the Advances pursuant to Section 6.01.

“CAM Percentage” means, as to each Lender, a fraction, expressed as a decimal, of which (a) the numerator shall be the aggregate Dollar Equivalent of the Designated Obligations owed to such Lender (whether or not at the time due and payable) immediately prior to the CAM Exchange Date and (b) the denominator shall be the aggregate Dollar Equivalent amount of the Designated Obligations owed to all the Lenders (whether or not at the time due and payable) immediately prior to the CAM Exchange Date.

“Capital Expenditures” means for any period the sum of all capital expenditures incurred during such period by the Borrower and its Consolidated Subsidiaries, as determined in



accordance with GAAP; provided that in no event shall a Portfolio Investment be considered a Capital Expenditure.

“Capital Securities” means, with respect to any Person, any and all shares, interests (including membership interests and partnership interests), participations or other equivalents (however designated, whether voting or non-voting) of such Person’s capital (including any instruments convertible into equity), whether now outstanding or issued after the Closing Date.

“Cash” means money, currency or a credit balance in any demand or deposit account with a United States federal or state chartered commercial bank of recognized standing having capital and surplus, equal to or in excess of \$500 million, so long as such bank has not been a Defaulting Lender for more than three (3) Business Days after notice to Borrower (which notice may be given by telephone or e-mail), which bank or its holding company has a short-term commercial paper rating of: (a) at least A-1 or the equivalent by S&P or at least P-1 or the equivalent by Moody’s, or (b) at least A-2 or the equivalent by S&P or at least P-2 or the equivalent by Moody’s (or, in the case of a current Lender only, if not rated by S&P or Moody’s, such Lender is rated by another rating agency acceptable to the Administrative Agent and such Lender’s rating by such rating agency is not lower than its rating by such rating agency on the Closing Date) and (i) all amounts and assets credited to such account are directly and fully guaranteed or insured by the United States of America or any agency thereof (provided that the full faith and credit of the United States is pledged in support thereof) or (ii) such bank is otherwise acceptable at all times and from time to time to the Administrative Agent in its sole discretion. The Administrative Agent acknowledges that, on the Closing Date, each current Lender and each of the Borrower’s current depository banks listed in the schedules to the Security Agreement is an acceptable bank within the meaning of clause (b)(ii) of this definition. Notwithstanding the foregoing, Cash shall also include up to \$50 million in the aggregate in any demand or deposit account with a United States federal or state chartered commercial bank of recognized standing and (1) has capital and surplus less than \$500 million, or (2) has capital and surplus equal to or in excess of \$500 million, but fails to qualify for some or all of the other requirements described in the first sentence of this definition of “Cash”; provided that the aggregate amount in any demand or deposit account with commercial banks described in this subsection (2) shall not at any time exceed \$20,000,000; provided that the aggregate amount in any demand or deposit account with commercial banks described in subsection (1) or (2) that are not current Lenders shall not at any time exceed \$15,000,000.00.

“Cash Equivalents” means (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency thereof (provided that the full faith and credit of the United States is pledged in support thereof) with maturities of not more than one year from the date acquired; (b) time deposits and certificates of deposit with maturities of not more than one year from the date acquired issued by a United States federal or state chartered commercial bank of recognized standing having capital and surplus in excess of \$500 million, and which bank or its holding company has a short-term commercial paper rating of at least A-1 or the equivalent by S&P or at least P-1 or the equivalent by Moody’s; and (c) investments in money market funds (i) which mature not more than ninety (90) days from the date acquired and are payable on demand, (ii) with respect to which there has been no failure to honor a request for withdrawal, (iii) which are registered under the Investment Company Act of 1940, (iv) which have net assets of at least \$500,000,000

and (v) which maintain a stable share price of not less than One Dollar (\$1.00) per share and are either (A) directly and fully guaranteed or insured by the United States of America or any agency thereof (provided that the full faith and credit of the United States is pledged in support thereof) or (B) maintain a rating of at least A-2 or better by S&P and are maintained with an investment fund manager that is otherwise acceptable at all times and from time to time to the Administrative Agent in its sole discretion; provided that, notwithstanding the foregoing, no asset, agreement, or investment maintained or entered into with, or issued, guaranteed by, or administered by a Lender that has been a Defaulting Lender for more than three (3) Business Days after notice to Borrower (which notice may be given by telephone or e-mail) shall be a “Cash Equivalent” hereunder.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Loan Party by BB&T or any Lender that provides the initial funding of any Commitment on the Closing Date or any Additional Lender that provides the funding of any Commitment on any Commitment Increase Date (but not any assignee of any of the foregoing Lenders) or any of their respective Affiliates, in each case solely until such Person has assigned all of its interests under this Agreement (each, in such capacity, a “Cash Management Bank”): (a) ACH transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) custody account services, (d) foreign exchange facilities, (e) credit or debit cards, and (f) merchant services not constituting a Bank Product.

“CDOR Rate” has the meaning set forth in Section 2.06(d).

“CERCLA” means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq. and its implementing regulations and amendments.

“CERCLIS” means the Comprehensive Environmental Response Compensation and Liability Information System established pursuant to CERCLA.

“Change in Control” means the occurrence after the Closing Date of any of the following: (i) any Person or two or more Persons acting in concert (excluding the Persons that are officers and directors of the Borrower on the Closing Date) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the SEC under the Securities Exchange Act of 1934) of 35% or more of the outstanding shares of the voting stock of the Borrower; or (ii) as of any date a majority of the board of directors of the Borrower consists of individuals who were not either (A) directors of the Borrower as of the corresponding date of the previous year, (B) selected or nominated to become directors by the board of directors of the Borrower of which a majority consisted of individuals described in clause (A), or (C) selected or nominated to become directors by the board of directors of the Borrower of which a majority consisted of individuals described in clause (A) and individuals described in clause (B).

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, requirement, guideline or directive (whether or not having the force of law) by any

Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, requirements, guidelines or directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, requirements, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, implemented or issued.

“Class”, when used in reference to any Advance or Borrowing, refers to whether such Advance, or the Advances constituting such Borrowing, are Revolver Advances or Multicurrency Advances; when used in reference to any Lender, refers to whether such Lender is a Revolver Lender or a Multicurrency Lender; and, when used in reference to any Commitment, refers to whether such Commitment is a Revolver Commitment or a Multicurrency Commitment.

“Closing Certificate” has the meaning set forth in Section 3.01(d).

“Closing Date” means the date of this Agreement.

“Code” means the Internal Revenue Code of 1986.

“Collateral” means collectively: (1) (i) 100% of the Capital Securities of the Guarantors and of the current and future Domestic Subsidiaries of the Borrower and Guarantors; (ii) 65% of the voting and 100% of the non-voting Capital Securities of any current or future Foreign Subsidiaries, and (iii) all of the other present and future property and assets of the Borrower and each Guarantor, including, but not limited to, machinery and equipment, inventory and other goods, accounts, accounts receivable, bank accounts, brokerage accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, copyrights, chattel paper, insurance proceeds, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash; and (2) any other property which secures the Obligations pursuant to the Collateral Documents; provided that, notwithstanding the foregoing, “Collateral” shall not include (i) any assets of or any equity interests in any SBIC Entity and (ii) property rights in Capital Securities issued by a Person other than a Subsidiary, or in any Operating Documents of any such issuer, to the extent the security interest of the Administrative Agent does not attach thereto pursuant to the terms of the Collateral Documents.

“Collateral Custodian” means any and each of (i) Branch Banking and Trust Company, in its capacity as Collateral Custodian under the Custodial Agreement to which it is a party, together with its successors and permitted assigns and (ii) any other Person acting as a collateral custodian with respect to any Collateral under any Custodial Agreement entered into in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Collateral Custodian shall at all times be satisfactory to the Administrative Agent, in its reasonable discretion.

“Collateral Documents” means, collectively, the Security Agreement, the Pledge Agreement, any Control Agreements, any Mortgages and all other agreements, instruments and other documents, whether now existing or hereafter in effect, pursuant to which the Borrower or

any Subsidiary shall grant or convey (or shall have granted or conveyed) to the Secured Parties a Lien in, or any other Person shall acknowledge any such Lien in, property as security for all or any portion of the Obligations, as any of them may be further amended, modified or supplemented from time to time.

“Commitment” means, with respect to each Lender, such Lender’s Revolver Commitment or Multicurrency Commitment, as the context may require. “Commitments” means, collectively, the Revolver Commitments and the Multicurrency Commitments.

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

“Communications” has the meaning set forth in Section 9.01(d).

“Compliance Certificate” has the meaning set forth in Section 5.01(c).

“Consolidated EBITDA” means and includes, for the Borrower and the Consolidated Subsidiaries that are Guarantors for any period, an amount equal to: (a) Consolidated Net Investment Income for such period; plus, (b) to the extent such amounts were deducted in computing Consolidated Net Investment Income for such period: (i) Consolidated Interest Expense for such period; (ii) income tax expense for such period, determined on a consolidated basis in accordance with GAAP; (iii) Depreciation and Amortization for such period, determined on a consolidated basis in accordance with GAAP; (iv) non-cash compensation expense; and (v) such other non-cash expenses as may be recognized from time to time and approved by the Administrative Agent; minus (c) to the extent included in Consolidated Net Investment Income, interest income that is paid in kind or other than in cash. Notwithstanding the fact that the SBIC Entities are not Loan Parties, the SBIC Entities shall be included for purposes of calculating Consolidated EBITDA.

“Consolidated Interest Expense” for any period means interest, whether expensed or capitalized, in respect of Debt of the Borrower or any of its Consolidated Subsidiaries that are Guarantors outstanding during such period on a consolidated basis in accordance with GAAP. Notwithstanding the fact that the SBIC Entities are not Loan Parties, the SBIC Entities shall be included for purposes of calculating Consolidated Interest Expense.

“Consolidated Net Investment Income” means, for any period, the net investment income of the Borrower and the Consolidated Subsidiaries that are Guarantors set forth or reflected on the consolidated income statement of the Borrower and its Consolidated Subsidiaries for such period prepared in accordance with GAAP. Notwithstanding the fact that the SBIC Entities are not Loan Parties, the SBIC Entities shall be included for purposes of calculating Consolidated Net Investment Income.

“Consolidated Subsidiary” means at any date any Subsidiary or other entity the accounts of which, in accordance with GAAP, would be consolidated with those of the Borrower in its consolidated financial statements as of such date.

“Consolidated Tangible Net Worth” means, at any time, Net Assets of the Borrower and its Consolidated Subsidiaries less the sum of the value, (to the extent reflected in determining Net Assets of the Borrower and its Consolidated Subsidiaries) as set forth or reflected on the most recent consolidated balance sheet of the Borrower and its Consolidated Subsidiaries, on a consolidated basis prepared in accordance with GAAP (but without giving effect to the operation of Accounting Standards Codification No. 825-10), of:

(A) All assets which would be treated as intangible assets for balance sheet presentation purposes under GAAP, including goodwill (whether representing the excess of cost over book value of assets acquired, or otherwise), trademarks, tradenames, copyrights, patents and technologies, and unamortized debt discount and expense;

(B) To the extent not included in (A) of this definition, any amount at which the Capital Securities of the Borrower (i.e. stock of the Borrower, as issuer, owned by the Borrower) appear as an asset on the balance sheet of the Borrower and its Consolidated Subsidiaries; and

(C) Loans or advances to owners of Borrower’s Capital Securities, or to directors, officers, managers or employees of Borrower and its Consolidated Subsidiaries.

Notwithstanding the fact that the SBIC Entities are not Loan Parties, the SBIC Entities shall be included for purposes of calculating Consolidated Tangible Net Worth.

“Control Agreement” means (i) the Amended and Restated Deposit Account Control Agreement dated June 26, 2013 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and Branch Banking and Trust Company, as depository bank, (ii) the Deposit Account Control Agreement (Access Restricted After Notice) dated June 9, 2011 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and Wells Fargo Bank, National Association, as depository bank, (iii) the Deposit Account Control Agreement (Access Restricted After Notice) dated June 9, 2011 among ARC Industries, Inc., the Administrative Agent, as secured party on behalf of the Lenders, and Wells Fargo Bank, National Association, as depository bank, (iv) the Deposit Account Control Agreement (Access Restricted After Notice) dated June 9, 2011 among Energy Hardware Holdings, Inc., the Administrative Agent, as secured party on behalf of the Lenders, and Wells Fargo Bank, National Association, as depository bank, (v) the Account Control Agreement dated May 10, 2011 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and RBC Bank, predecessor of PNC Bank, National Association by merger, as depository bank, (vi) the Second Amended and Restated Deposit Account Control Agreement dated May 4, 2015 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and Fifth Third Bank, as depository bank (vii) the Amended and Restated Deposit Account Control Agreement dated June 26, 2013 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and NewBridge Bank, successor by merger to CapStone Bank, as depository bank, (viii) the Amended and Restated Deposit Account Control Agreement dated June 26, 2013 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and Park Sterling Bank, (ix) the Amended and Restated Deposit Account Control Agreement dated June 26, 2013 among Brantley Holdings Inc., the Administrative Agent, as secured party on behalf of the Lenders, and Branch Banking and Trust Company, as depository bank, (x) the Depository Account Control Agreement dated March 8, 2013 among the

Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and First Tennessee Bank National Association, as depository bank, (xi) the Deposit Account Control Agreement dated February 16, 2015 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and Paragon Bank, as depository bank, (xii) the Amended and Restated Deposit Account Control Agreement dated May 4, 2015 among the Borrower, the Administrative Agent, as secured party on behalf of the Lenders, and Fifth Third Bank, as depository bank, (xiii) as each of the foregoing Control Agreements referenced in clauses (i) - (xii) shall be amended, restated, supplemented, or otherwise modified from time to time, and (xiv) any other deposit account control agreement, securities account control agreement or like agreement, in form and substance satisfactory to the Administrative Agent, pursuant to which the Administrative Agent obtains “control” of Collateral held in deposit and securities accounts for UCC purposes.

“Controlled Group” means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with any Loan Party, are treated as a single employer under Section 414 of the Code.

“Covenant Lite Debt Investment is a Portfolio Investment that is an Eligible Debt Security that does not require the Issuer thereunder to comply with any financial covenants (including any covenant relating to a borrowing base, asset valuation or similar asset-based requirement) (regardless of whether compliance with one or more incurrence covenants is otherwise required by such Debt Security).

“Credit Exposure” means, as to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Credit Exposure and Multicurrency Credit Exposure at such time.

“Credit Party Expenses” means, without limitation, (a) all reasonable, documented, out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, in connection with this Agreement and the other Loan Documents, including (i) the reasonable, documented fees, charges and disbursements of (A) Womble Carlyle Sandridge & Rice, LLP, counsel for the Administrative Agent, (B) outside consultants for the Administrative Agent, (C) appraisers, (D) commercial finance examinations, (E) third party valuation fees, and (F) all such reasonable, documented, out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations; and (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the administration, management, execution and delivery of this Agreement and the other Loan Documents, and the preparation, negotiation, administration and management of any amendments, modifications or waivers of the provisions of this Agreement and the other Loan Documents (whether or not the transactions contemplated thereby shall be consummated), or (C) the enforcement or protection of its rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral; (b) all reasonable, documented, out-of-pocket expenses incurred by the Multicurrency Agent and its Affiliates, in connection with this Agreement and the other Loan Documents, including (i) the reasonable and documented fees, charges and disbursements of (A) Womble Carlyle Sandridge & Rice, LLP, counsel for the Multicurrency Agent, and (B) all such reasonable, documented, out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations; and (c) all

reasonable, documented, out-of-pocket expenses incurred by the Secured Parties who are not the Administrative Agent or the Multicurrency Agent or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default.

“Currency” means Dollars or any Foreign Currency.

“Custodial Agreement” means, collectively, (i) the Amended and Restated Custodial Agreement dated as of June 20, 2014 among Borrower, Administrative Agent and Branch Banking and Trust Company, Institutional Services Trust Operations, successor in interest to Branch Banking and Trust Company, Mortgage Custody Department of Corporate Trust Services, as Custodian and, (ii) to the extent required in the future, any and each other custodial agreement entered into among a Person acting as Collateral Custodian, the Borrower and the Administrative Agent, in each case as the same may from time to time be amended, restated, supplemented or otherwise modified.

“Debt” of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money; (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business; (iv) all obligations of such Person as lessee under capital leases; (v) all obligations of such Person to reimburse any bank or other Person in respect of amounts payable under a banker’s acceptance; (vi) all Redeemable Preferred Securities of such Person; (vii) all obligations (absolute or contingent) of such Person to reimburse any bank or other Person in respect of amounts which are available to be drawn or have been drawn under a letter of credit or similar instrument; (viii) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person; (ix) all Debt of others Guaranteed by such Person; (x) all obligations of such Person with respect to interest rate protection agreements, foreign currency exchange agreements or other hedging agreements (valued at the termination value thereof computed in accordance with a method approved by the International Swap Dealers Association and agreed to by such Person in the applicable hedging agreement, if any); (xi) all obligations of such Person under any synthetic lease, tax retention operating lease, sale and leaseback transaction, asset securitization, off-balance sheet loan or other off-balance sheet financing product; (xii) all obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; and (xiii) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person. The Debt of any Person shall include the Debt of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Debt provide that such Person is not liable therefor.

“Debt Security” means a note, bond, debenture, trust receipt or other obligation, instrument or evidence of indebtedness, including debt instruments of public and private issuers and tax-exempt securities, but specifically excluding (i) Equity Securities or (ii) any security which by its terms permits the payment obligation of the Issuer thereunder to be converted into or exchanged for equity capital of such Issuer.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“December 2022 Notes” means the Borrower’s 6.375% Notes due December 15, 2022 issued pursuant to the Indenture dated March 2, 2012 between the Borrower and Trustee and the Second Supplemental Indenture dated October 19, 2012 between the Borrower and Trustee.

“Default” means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived in writing, become an Event of Default.

“Default Rate” means, with respect to the Advances, on any day, the sum of 2% plus the then highest interest rate (including the Applicable Margin) which may be applicable to any Advance (irrespective of whether any such type of Advance is actually outstanding hereunder).

“Defaulted Advance” has the meaning specified in the definition of “Defaulting Lender”.

“Defaulted Investment” means any Portfolio Investment (a) that is 30 days or more past due with respect to any interest or principal payments or (b) that is or otherwise should be considered a non-accrual investment by the Borrower in connection with its Investment Policies and GAAP.

“Defaulted Payment” has the meaning specified in the definition of “Defaulting Lender”.

“Defaulting Lender” means, subject to Section 2.05, any Lender that (a) has failed to (i) fund all or any portion of its Advances within two (2) Business Days of the date such Advances were required to be funded hereunder (each such Advance, a “Defaulted Advance”) unless such Lender notifies the Administrative Agent, the Multicurrency Agent (if applicable) and the Borrower in writing that such failure is the result of such Lender’s good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Multicurrency Agent, any Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Swing Advances) (each such payment a “Defaulted Payment”) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, the Multicurrency Agent or the Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder (including in respect of its participation in Swing Advances), or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund any Advance hereunder and states that such position is based on such Lender’s good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent, the



Multicurrency Agent (if applicable) or the Borrower, to confirm in writing to the Administrative Agent, the Multicurrency Agent (if applicable) and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, the Multicurrency Agent (if applicable) and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity (each, a “Distress Event”, and each Person subject to a Distress Event, a “Distressed Person”); provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender; provided, further, that the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator with respect to a Lender or direct or indirect parent of a Lender under the Dutch Financial Supervision Act 2007 (as amended from time to time and including any successor legislation) shall not be deemed an event described in clause (d)(i) or (ii) hereof. Any determination by the Administrative Agent, and the Multicurrency Agent with respect to a Multicurrency Lender, that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.05) upon delivery of written notice of such determination to the Borrower, the Swingline Lender and each Lender.

“Depreciation and Amortization” means for any period an amount equal to the sum of all depreciation and amortization expenses of the Borrower and its Consolidated Subsidiaries that are Guarantors for such period, as determined on a consolidated basis in accordance with GAAP. Notwithstanding the fact that the SBIC Entities are not Loan Parties, the SBIC Entities shall be included for purposes of calculating Depreciation and Amortization.

“Designated Obligations” means all obligations of the Borrower with respect to (a) principal of and interest on the Advances and (b) accrued and unpaid fees under the Loan Documents.

“Determination Date” means:

- (a) each last Business Day of March, June, September and December in each year, commencing on June 30, 2015;
- (b) the date of any reduction of the Multicurrency Commitments pursuant to the terms of Section 2.08 or Section 2.09;
- (c) any date upon the request of the Multicurrency Agent;

(d) any date upon the request of the Administrative Agent; or

(e) any date upon the request, not more frequently than once per consecutive three month period, of the Required Lenders or the Required Lenders of any Class.

“DIP Investments” means an Eligible Debt Security, whether revolving or term, that is originated after the commencement of a case under Chapter 11 of the Bankruptcy Code by an Issuer, which is a debtor in possession as described in Section 1107 of the Bankruptcy Code or a debtor as defined in Section 1107 of the Bankruptcy Code in such case (a “Debtor”) organized under the laws of the United States or any state therein and domiciled in the United States, which satisfies the following criteria: (a) the DIP Investment is duly authorized by a final order of the applicable bankruptcy court or federal district court under the provisions of subsection (b), (c) or (d) of 11 U.S.C. Section 364; (b) the Debtor’s bankruptcy case is still pending as a case under the provisions of Chapter 11 of Title 11 of the Bankruptcy Code and has not been dismissed or converted to a case under the provisions of Chapter 7 of Title 11 of the Bankruptcy Code; (c) the Debtor’s obligations under such loan have not been (i) disallowed, in whole or in part, or (ii) subordinated, in whole or in part, to the claims or interests of any other Person under the provisions of 11 U.S.C. Section 510; (d) the DIP Investment is secured and the Liens granted by the applicable bankruptcy court or federal district court in relation to the loan have not been subordinated or junior to, or *pari passu* with, in whole or in part, to the Liens of any other lender under the provisions of 11 U.S.C. Section 364(d) or otherwise; (e) the Debtor is not in default on its obligations under the loan; (f) neither the Debtor nor any party in interest has filed a Chapter 11 plan with the applicable federal bankruptcy or district court that, upon confirmation, would (i) disallow or subordinate the loan, in whole or in part, (ii) subordinate, in whole or in part, any Lien granted in connection with such loan, (iii) fail to provide for the repayment, in full and in cash, of the loan upon the effective date of such plan or (iv) otherwise impair, in any manner, the claim evidenced by the loan; (g) the DIP Investment is documented in a form that is commercially reasonable; and (h) the DIP Investment shall not provide for more than 50% (or a higher percentage with the consent of the Required Lenders) of the proceeds of such loan to be used to repay prepetition obligations owing to all or some of the same lender(s) in a “roll-up” or similar transaction. For the purposes of this definition, an order is a “final order” if the applicable period for filing a motion to reconsider or notice of appeal in respect of a permanent order authorizing the Debtor to obtain credit has lapsed and no such motion or notice has been filed with the applicable bankruptcy court or federal district court or the clerk thereof.

“Distress Event” has the meaning specified in the definition of “Defaulting Lender”.

“Distressed Person” has the meaning specified in the definition of “Defaulting Lender”.

“Dollars” or “\$” means dollars in lawful currency of the United States of America.

“Dollar Equivalent” means, on any date of determination, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to an amount denominated in any Foreign Currency, the amount of Dollars that would be received in exchange for such amount of such Foreign Currency, based upon the spot rate at which the Multicurrency Agent (or other foreign currency broker reasonably acceptable to the Multicurrency Agent) offers to sell such

Foreign Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m., London time, for delivery two (2) Business Days later.

“Domestic Subsidiary” means any Subsidiary which is organized under the laws of any state or territory of the United States of America.

“EBITDA” means, as to any Person, the consolidated net income of the applicable Person (excluding extraordinary gains and extraordinary losses (to the extent excluded in the definition of “EBITDA” in the relevant agreement relating to the applicable Eligible Investment)) for the relevant period plus, without duplication, the following to the extent deducted in calculating such consolidated net income in the relevant agreement relating to the applicable Eligible Investment for such period: (i) consolidated interest charges for such period, (ii) the provision for Federal, state, local and foreign income taxes payable for such period, (iii) depreciation and amortization expense for such period, and (iv) such other adjustments included in the definition of “EBITDA” (or similar defined term used for the purposes contemplated herein) in the relevant agreement relating to the applicable Eligible Investment, provided that such adjustments are usual and customary and substantially comparable to market terms for substantially similar debt of other similarly situated borrowers at the time such relevant agreements are entered into as reasonably determined in good faith by the Borrower.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 9.07(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 9.07(b)(iii)).

“Eligible Covenant Lite Debt Investment” means an Eligible Debt Security that is also a Covenant Lite Debt Investment.

“Eligible Debt Security” means, on any date of determination, any Debt Security held by Borrower as a Portfolio Investment that meets the following conditions:

- (i) the investment in the Debt Security was made in accordance with the terms of the Investment Policies and arose in the ordinary course of the Borrower’s business;
- (ii) the Debt Security is not a Defaulted Investment and is not owed by an Issuer that is subject to an Insolvency Event (excluding DIP Investments) or as to which the Borrower has received notice from an Issuer of an imminent bankruptcy, insolvency or similar proceeding;
- (iii) the Issuer of such Debt Security has executed all appropriate documentation, if any, required in accordance with applicable Investment Policies and such Debt Security is evidenced by Investment Documents that have been duly authorized, that are in full force and effect and that constitute the legal, valid and binding obligation of the Issuer of such Debt Security to pay the stated amount of the Loan and interest thereon, and the related Investment Documents are enforceable against such Issuer in accordance with their respective terms;
- (iv) the Debt Security, together with the Investment Documents related thereto, does not contravene in any material respect any Applicable Laws (including

laws, rules and regulations relating to usury, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and with respect to which no Issuer party thereto is in violation of any Applicable Laws or the terms and conditions of such Investment Documents, to the extent any such violation results in or would be reasonably likely to result in (a) an adverse effect upon the value or collectability of such Debt Security, (b) a material adverse change in, or a material adverse effect upon, any of (1) the financial condition, operations, business or properties of the Issuer or any of its respective Subsidiaries, taken as a whole, (2) the rights and remedies of the Borrower under the Investment Documents, or the ability of the Issuer or any other loan party thereunder to perform its obligations under the Investment Documents to which it is a party, as applicable, taken as a whole, or (3) the collateral securing the Debt Security, or the Borrower's Liens thereon or the priority of such Liens;

(v) the Debt Security, together with the related Investment Documents, is fully assignable (and if such Investment is secured by a mortgage, deed of trust or similar lien on real property, and if requested in writing by the Administrative Agent, an Assignment of Mortgage executed in blank has been delivered to the Collateral Custodian);

(vi) the Debt Security was documented and closed in accordance with the Investment Policies, and each original promissory note representing the portion of such Debt Security payable to the Borrower, has been delivered to the Collateral Custodian, duly endorsed as collateral or held by a bailee on behalf of the Administrative Agent;

(vii) the Debt Security is free of any Liens and the Borrower's interest in all Related Property is free of any Liens other than Liens permitted under the applicable Investment Documents and all filings and other actions required to perfect the security interest of the Administrative Agent on behalf of the Secured Parties in the Debt Security have been made or taken;

(viii) no right of rescission, set off, counterclaim, defense or other material dispute has been asserted with respect to such Debt Security;

(ix) any taxes due and payable in connection with the making of such Debt Security have been paid and the Issuer has been given any assurances (including with respect to the payment of transfer taxes and compliance with securities laws) required by the Investment Documents in connection with the making of the Portfolio Investment;

(x) the terms of the Debt Security have not been amended in any material respect or subject to a deferral or waiver the effect of which is to (A) reduce the amount (other than by reason of the repayment thereof) or extend the time for payment of principal in any material respect or (B) reduce the rate or extend the time of payment of interest (or any component thereof) in any material respect, in each case without the consent of the Administrative Agent, not to be unreasonably withheld or delayed;

(xi) the Debt Security, together with the Investment Documents related thereto (if any), is a "general intangible", an "instrument", an "account", or "chattel

paper”, within the meaning of the UCC of all jurisdictions that govern the perfection of the security interest granted therein;

(xii) all material consents, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given in connection with the purchase of such Debt Security have been duly obtained, effected or given and are in full force and effect;

(xiii) the Primary Issuer of such Debt Security has principal business operations domiciled in the United States or any state thereof;

(xiv) there is full recourse to the Issuer for principal and interest payments with respect to such Debt Security (i.e., recourse is not limited to certain assets or certain amounts);

(xv) the Issuer with respect to the Debt Security is not (A) an Affiliate of the Borrower or any other Person whose investments are primarily managed by the Borrower or any Affiliate of the Borrower, unless such Debt Security is expressly approved by the Administrative Agent (in its sole discretion), (B) a Governmental Authority or (C) primarily in the business of gaming, nuclear waste, bio-tech or oil or gas exploration;

(xvi) the Debt Security is not: (i) a Structured Finance Obligation or Finance Lease, investment fund, or similar off balance sheet financing vehicle, or any joint venture or other Person that is in the principal business of making debt or equity investments in other Persons, or (ii) a consumer obligation (including a mortgage loan, auto loan credit card loan or personal loan); and

(xvii) all information delivered by any Loan Party to the Administrative Agent with respect to such Debt Security is true and correct to the knowledge of such Loan Party.

An “Eligible Debt Security” shall not include any Debt Security of any SBIC Entity.

“Eligible First Lien Debt Investment” means an Eligible Debt Security which is also a First Lien Debt Investment.

“Eligible High Yield Debt Security” means an Eligible Debt Security which is also a High Yield Debt Security.

“Eligible Investment” means, on any date of determination, (i) Unrestricted Cash and Cash Equivalents or (ii) any Eligible Debt Security that is an Eligible First Lien Debt Investment, Eligible Subordinated Investment, Eligible Covenant Lite Debt Investment, Eligible High Yield Debt Security, Eligible Last Out Debt Investment, Eligible PIK Loan, or Eligible Second Lien Debt Investment. Eligible Investments shall not include any equity investments.

“Eligible Last Out Debt Investment” means an Eligible Debt Security that is also a Last Out Debt Investment.

“Eligible PIK Loan” means an Eligible Debt Security that is a PIK Investment.

“Eligible Quoted Investment” means an Eligible Investment that is a Quoted Investment.

“Eligible Second Lien Debt Investment” means: (a) the portion of an Eligible First Lien Debt Investment which has a total debt to EBITDA ratio above 4.00 to 1.00; and (b) an Eligible Debt Security that is also a Second Lien Debt Investment.

“Eligible Subordinated Investment” means an Eligible Debt Security that is also a Subordinated Investment.

“Eligible Unquoted Investment” means an Eligible Investment that is an Unquoted Investment.

“Environmental Authority” means any foreign, federal, state, local or regional government that exercises any form of jurisdiction or authority under any Environmental Requirement.

“Environmental Authorizations” means all licenses, permits, orders, approvals, notices, registrations or other legal prerequisites for conducting the business of a Loan Party or any Subsidiary of a Loan Party required by any Environmental Requirement.

“Environmental Judgments and Orders” means all judgments, decrees or orders arising from or in any way associated with any Environmental Requirements, whether or not entered upon consent or written agreements with an Environmental Authority or other entity arising from or in any way associated with any Environmental Requirement, whether or not incorporated in a judgment, decree or order.

“Environmental Laws” means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment, including ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the clean-up or other remediation thereof.

“Environmental Liabilities” means any liabilities, whether accrued, contingent or otherwise, arising from and in any way associated with any Environmental Requirements.

“Environmental Notices” means notice from any Environmental Authority or by any other person or entity, of possible or alleged noncompliance with or liability under any Environmental Requirement, including any complaints, citations, demands or requests from any Environmental Authority or from any other person or entity for correction of any violation of any Environmental Requirement or any investigations concerning any violation of any Environmental Requirement.

“Environmental Proceedings” means any judicial or administrative proceedings arising from or in any way associated with any Environmental Requirement.

“Environmental Releases” means releases as defined in CERCLA or under any applicable federal, state or local environmental law or regulation and shall include, in any event, any release of petroleum or petroleum related products.

“Environmental Requirements” means any legal requirement relating to health, safety or the environment and applicable to a Loan Party, any Subsidiary of a Loan Party or the Properties, including but not limited to any such requirement under CERCLA or similar state legislation and all federal, state and local laws, ordinances, regulations, orders, writs, decrees and common law.

“Equity Security” means any equity security or other obligation or security that does not entitle the holder thereof to receive periodic payments of interest and one or more installments of principal.

“ERISA” means the Employee Retirement Income Security Act of 1974, or any successor law and all rules and regulations from time to time promulgated thereunder. Any reference to any provision of ERISA shall also be deemed to be a reference to any successor provision or provisions thereof.

“Eurocurrency Advance” means, with respect to any Advance denominated in an Agreed Foreign Currency, such Advance during Interest Periods when such Advance bears or is to bear interest at a rate based upon the London InterBank Offered Rate or, in the case of such Advances denominated in Canadian Dollars, a rate based upon the CDOR Rate. For the avoidance of doubt, the definition of “Eurocurrency Advance” does not include an Index Euro-Dollar Advance or any Advance denominated in Dollars.

“Eurocurrency Reserve Percentage” has the meaning set forth in Section 2.06(d).

“Event of Default” has the meaning set forth in Section 6.01.

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor pursuant to the guarantee agreement of, or the grant by such Guarantor of a security interest pursuant to the Collateral Documents to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act (determined after giving effect to the above-described guarantee agreement and any other “keepwell, support or other agreement” for the benefit of such Guarantor and any and all guarantees of such Guarantor’s Swap Obligations by other Loan Parties) at the time the Guarantee of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap

Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

“Excluded Taxes” means, with respect to the Administrative Agent, the Multicurrency Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) (other than to the extent such withholding has been imposed due to the occurrence of a CAM Exchange) in the case of a Foreign Lender, any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 2.12(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 2.12(e), and (d) any United States federal withholding taxes imposed under FATCA.

“Existing Credit Agreement” has the meaning given such term in the Recitals.

“Existing Loan Documents” has the meaning given such term in the Recitals.

“FATCA” means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

“FCPA” has the meaning assigned to such term in Section 4.32.

“Federal Funds Rate” means, for any day, the rate per annum (rounded upward, if necessary, to the next higher 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (i) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to BB&T on such day on such transactions as determined by the Administrative Agent.

“First Lien Debt Investment” means a Portfolio Investment which is a Debt Security of an Issuer, which is secured by a first priority, perfected security interest in all or substantially all of the assets of the Issuer, and which has the most senior pre-petition priority in any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings; provided that only the portion



of a Eligible First Lien Debt Investment that has a total debt to EBITDA ratio equal to or below 4.00 to 1.00 shall be included as a Eligible First Lien Debt Investment, and the portion of a Eligible First Lien Debt Investment which has a total debt to EBITDA ratio above 4.00 to 1.00 shall be treated as a Eligible Second Lien Debt Investment.

“Fiscal Quarter” means any fiscal quarter of the Borrower.

“Fiscal Year” means any fiscal year of the Borrower.

“Fitch” means Fitch, Inc. or any successor thereto.

“Foreclosed Subsidiary” shall mean any Person that becomes a direct or indirect Subsidiary of the Borrower solely as a result of the Borrower or any other Subsidiary of the Borrower acquiring the Capital Securities of such Person, through a bankruptcy, foreclosure or similar proceedings, with the intent to sell or transfer all of the Capital Securities of such Person; provided that, in the event that the Borrower or such Subsidiary of the Borrower is unable to sell all of the Capital Securities of such Person within 180 days after the Borrower or such Subsidiary of the Borrower acquires the Capital Securities of such Person, such Person shall no longer be considered a “Foreclosed Subsidiary” for purposes of this Agreement.

“Foreign Currency” means at any time any currency other than Dollars.

“Foreign Currency Equivalent” means, with respect to any amount in Dollars, the amount of any Foreign Currency that could be purchased with such amount of Dollars using the reciprocal of the foreign exchange rate(s) specified in the definition of the term “Dollar Equivalent”, as determined by the Multicurrency Agent.

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“Foreign Subsidiary” means any Subsidiary which is not a Domestic Subsidiary.

“Fronting Exposure” means at any time there is a Defaulting Lender, with respect to the Swingline Lender, such Defaulting Lender’s Applicable Revolver Percentage of outstanding Swing Advances made by the Swingline Lender other than Swing Advances as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles applied on a basis consistent with those which, in accordance with Section 1.02, are to be used in making the calculations for purposes of determining compliance with the terms of this Agreement.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to secure, purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to provide collateral security, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“Guaranteed Obligations” means the Obligations, including any and all liabilities, indebtedness and obligations of any and every kind and nature, heretofore, now or hereafter owing, arising, due or payable from the Borrower to one or more of the Lenders, the Hedge Counterparties, any Secured Party, the Administrative Agent, the Multicurrency Agent or any of them, arising under or evidenced by this Agreement, the Notes, the Collateral Documents or any other Loan Document; provided, that for the avoidance of doubt, the term “Guaranteed Obligations” with respect to any Specified Guarantor shall exclude, in all cases, any Excluded Swap Obligations of such Specified Guarantor.

“Guarantors” means collectively: (i) the Initial Guarantors and (ii) all direct and indirect Subsidiaries of the Borrower or Guarantors acquired, formed or otherwise in existence after the Closing Date and required to become a Guarantor pursuant to Section 5.28.

“Hazardous Materials” includes (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, 42 U.S.C. §6901 et seq. and its implementing regulations and amendments, or in any applicable state or local law or regulation, (b) any “hazardous substance”, “pollutant” or “contaminant”, as defined in CERCLA, or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, including crude oil or any fraction thereof, (d) toxic substances, as defined in the Toxic Substances Control Act of 1976, or in any applicable state or local law or regulation and (e) insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time.

“Hedge Counterparty” means BB&T or any Lender that provides the initial funding of any Commitment on the Closing Date or any Additional Lender that provides the funding of any Commitment on any Commitment Increase Date (but not any assignee of any of the foregoing

Lenders) which Lender or Additional Lender has provided the Administrative Agent with a fully executed designation notice substantially in the form of Schedule A - Designation Notice, or any of their respective Affiliates, in each case solely until such Person has assigned all of its interests under this Agreement, that enters into a Hedging Agreement with the Borrower that is permitted by Section 5.35.

“Hedge Transaction” of any Person shall mean any transaction (including an agreement with respect thereto) now existing or hereafter entered into by such Person that is a rate swap, basis swap, forward rate transaction, commodity swap, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collateral transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

“Hedging Agreement” means each agreement or amended and restated agreement between the Borrower and a Hedge Counterparty that governs one or more Hedge Transactions entered into pursuant to Section 5.35, which agreement shall consist of a “Master Agreement” in a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” thereto in the form the Administrative Agent shall approve in writing, and each “Confirmation” thereunder confirming the specific terms of each such Hedge Transaction.

“High Yield Debt Security” means a Debt Security in each case (a) issued by public or private Issuers, (b) issued pursuant to an effective registration statement or pursuant to Rule 144A under the Securities Act (or any successor provision thereunder) and (c) that are not Cash, Cash Equivalents, Last Out Debt Investments, Covenant Lite Debt Investments, Subordinated Investments, First Lien Debt Investments (described under clause (i) of the definition thereof), PIK Investments or DIP Investments.

“Indemnified Taxes” means (a) Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Independent” when used with respect to any specified Person means the more restrictive of the following: (a) that such Person (i) does not have any direct financial interest or any material indirect financial interest in the Borrower or any of its Subsidiaries or Affiliates (including its investment adviser or any Affiliate thereof) other than ownership of publicly traded stock of the Borrower or any such Subsidiary or Affiliate with a market value not to exceed \$1,000,000 and (ii) is not an officer, employee, promoter, underwriter, trustee, partner, director or a person performing similar functions of the Borrower or of its subsidiaries or Affiliates (including its investment advisor or any Affiliate thereof), or (b) that such Person is not an “interested person” as defined in Section 2(a)(19) of the Investment Company Act.

“Index Euro-Dollar Advance” means, with respect to any Advance, such Advance when such Advance bears or is to bear interest at a rate based upon the Index Euro-Dollar Rate.

“Index Euro-Dollar Rate” has the meaning set forth in Section 2.06(d).

“Industry Classification Group” means (a) any of the classification groups that are currently in effect by Moody’s or may be subsequently established by Moody’s and provided by the Borrower to the Lenders, and (b) additional industry group classifications established by the Borrower in accordance with Section 5.26.

“Initial Guarantors” means ARC Industries Holdings, Inc., Brantley Holdings, Inc., Energy Hardware Holdings, Inc., Minco Holdings, Inc., Peaden Holdings, Inc. and Technology Crops Holdings, Inc., each a Delaware corporation and Subsidiary of the Borrower.

“Insolvency Event” means, with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable Insolvency Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person’s affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (b) the commencement by such Person of a voluntary case under any applicable Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Insolvency Laws” means the Bankruptcy Code and all other applicable liquidation , conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

“Interest Coverage Ratio” means the ratio of Consolidated EBITDA to Consolidated Interest Expense.

“Interest Payment Date” means (a) with respect to any Base Rate Borrowing or Index Euro-Dollar Borrowing, the first day of each month, (b) with respect to any Eurocurrency Borrowing with an Interest Period of three months or shorter, the last day of the Interest Period applicable to such Borrowing, and (c) in the case of any Eurocurrency Borrowing with an Interest Period that exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period.

“Interest Period” means: (i) with respect to each Eurocurrency Borrowing denominated in Canadian Dollars, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the third month thereafter, or, with respect to such portion of any Eurocurrency Borrowing denominated in Canadian Dollars that is scheduled to be repaid on the Maturity Date, a period of less than three month’s duration commencing on the date of such

Borrowing and ending on the Maturity Date, as the Borrower may elect in the applicable Notice of Borrowing; provided that:

(a) any Interest Period (subject to clause (c) below) that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period (other than an Interest Period that ends on the Maturity Date that is permitted to be of less than three month's duration as provided in this definition) that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall, subject to clause (c) below, end on the last Business Day of the appropriate subsequent calendar month; and

(c) no Interest Period may be selected that begins before the Maturity Date and would otherwise end after the Maturity Date;

(ii) with respect to each Eurocurrency Borrowing denominated in an Agreed Foreign Currency other than Canadian Dollars, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the first, third or, if available to all Lenders providing such Borrowing, sixth month thereafter, or, with respect to such portion of any Eurocurrency Borrowing denominated in an Agreed Foreign Currency other than Canadian Dollars that is scheduled to be repaid on the Maturity Date, a period of less than one month's duration commencing on the date of such Borrowing and ending on the Maturity Date, as the Borrower may elect in the applicable Notice of Borrowing; provided that:

(a) any Interest Period (subject to clause (c) below) that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period (other than an Interest Period that ends on the Maturity Date that is permitted to be of less than one month's duration as provided in this definition) that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall, subject to clause (c) below, end on the last Business Day of the appropriate subsequent calendar month; and

(c) no Interest Period may be selected that begins before the Maturity Date and would otherwise end after the Maturity Date;

(iii) with respect to each Base Rate Borrowing, a calendar month (commencing on the first day of each calendar month and ending on the last day of each calendar month regardless of whether a Base Rate Borrowing is outstanding on either date); provided that:

(a) the initial Interest Period applicable to Base Rate Borrowings shall mean the period commencing on the Closing Date and ending May 31, 2015; and

(b) the last Interest Period applicable to Base Rate Borrowings under this Agreement shall end on the Maturity Date; or

(iv) with respect to each Index Euro-Dollar Borrowing, a calendar month (commencing on the first day of each calendar month and ending on the last day of each calendar month regardless of whether an Index Euro-Dollar Borrowing is outstanding on either date); provided that:

(a) the initial Interest Period applicable to Index Euro-Dollar Borrowings shall mean the period commencing on the Closing Date and ending May 31, 2015; and

(b) the last Interest Period applicable to Index Euro-Dollar Borrowings under this Agreement shall end on the Maturity Date.

“Internal Control Event” means a material weakness in, or fraud that involves management of the Borrower, which fraud has a material effect on the Borrower’s internal controls over public reporting.

“Investment” means any investment in any Person, whether by means of (i) purchase or acquisition of all or substantially all of the assets of such Person (or of a division or line of business of such Person), (ii) purchase or acquisition of obligations or securities of such Person, (iii) capital contribution to such Person, (iv) loan or advance to such Person, (v) making of a time deposit with such Person, (vi) Guarantee or assumption of any obligation of such Person or (vii) by any other means.

“Investment Company Act” means the Investment Company Act of 1940 as amended, and the rules and regulations promulgated thereunder.

“Investment Documents” means, with respect to any Debt Security, any related loan agreement, security agreement, mortgage, assignment, all guarantees, note purchase agreement, intercreditor and/or subordination agreements, and UCC financing statements and continuation statements (including amendments or modifications thereof) executed by the Issuer thereof or by another Person on the Issuer’s behalf in respect of such Debt Security and any related promissory note (except in the case of Noteless Loans), including general or limited guaranties and, if requested by the Administrative Agent, for each Debt Security secured by real property by a mortgage document, an Assignment of Mortgage, and for all Debt Securities with a promissory note, an assignment thereof (which may be by allonge), in blank, signed by an officer of the Borrower.

“Investment Grade Rating” means, for the purposes of defining Applicable Margin, at least one of the following: (i) a corporate credit rating of BBB- or higher by S&P, (ii) a corporate family rating of Baa3 or higher by Moody’s, or (iii) a corporate credit rating of BBB- or higher by Fitch; provided, that for purposes of this definition, if the rating system of Moody’s, S&P and Fitch changes or if each such rating agency ceases to issue such ratings, the Borrower, the Administrative

Agent and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agencies and, pending the effectiveness of any such amendment, the Applicable Margin shall be determined by reference to the ratings most recently in effect prior to such change or cessation.

“Investment Policies” means those investment objectives, policies and restrictions of the Borrower as in effect on the Closing Date as described in Borrower’s annual report on Form 10-K for the year ended December 31, 2014, as filed with the SEC, and any modifications or supplements as may be adopted by the Borrower from time to time in accordance with this Agreement.

“Issuer” means, with respect to any Portfolio Investment, the Person or Persons obligated to make payments pursuant to such Portfolio Investment, including any guarantor thereof.

“Joinder Agreement” means a Joinder and Reaffirmation Agreement substantially in the form of Exhibit L.

“Joint Lead Arrangers” means Branch Banking and Trust Company, ING Capital LLC and Fifth Third Bank.

“Joint Lead Arranger’s Letter Agreement” means, collectively (i) that certain letter agreement, dated as of March 18, 2015, between Borrower, BB&T, BB&T Capital Markets and ING Capital LLC relating to the terms of this Agreement, and certain fees from time to time payable by the Borrower to BB&T, BB&T Capital Markets and ING Capital LLC, together with all amendments and modifications thereto, and (ii) that certain letter agreement, dated as of May 4, 2015, between Borrower and Fifth Third Bank relating to the terms of this Agreement, and certain fees from time to time payable by the Borrower to Fifth Third Bank, together with all amendments and modifications thereto. If there is any conflict between the provisions of this Agreement and the provisions of the Joint Lead Arranger’s Letter Agreement, the provisions of this Agreement will control.

“Last Out Debt Investment” shall mean with respect to any Debt Security that is a term loan structured in a first out tranche and a last out tranche (with the first out tranche entitled to a lower interest rate but priority with respect to payments), that portion of such Debt Security that is the last out tranche; provided that

(a) such last out tranche is entitled (along with the first out tranche) to the benefit of a first lien and first priority perfected security interest on all or substantially all of the assets of the respective borrowers, and guarantors are obligated in respect thereof (subject to customary exceptions), and which has the most senior pre-petition priority in any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings;

(b) the ratio of (x) the amount of the first out tranche to (y) EBITDA of the underlying Issuer does not at any time exceed 2.25x,

(c) such last out tranche (i) gives the holders of such last out tranche full enforcement rights during the existence of an event of default (subject to customary exceptions, including standstill periods if the holders of the first out tranche have previously exercised enforcement rights), (ii) shall have the same maturity date as the first out tranche, (iii) is entitled to the same representations, covenants and events of default as the holders of the first out tranche (subject to customary exceptions and cushions to the baskets and levels applicable to the first out tranche), and (iv) provides the holders of such last out tranche with customary protections (including consent rights with respect to amendments or waivers on (1) any increase of the principal balance of the first out tranche by more than 10% of the original principal balance of the first out tranche, (2) any increase of the margins (other than as a result of the imposition of default interest) applicable to the interest rates with respect to the first out tranche by more than 2% per annum, (3) any reduction of the final maturity of the first out tranche, and (4) amending or waiving any provision in the underlying loan documents that is specific to the holders of such last out tranche); and

(d) such first out tranche is not subject to multiple drawings (unless, at the time of such drawing and immediately after giving effect thereto, the ratio referenced in clause (b) above is not exceeded).

“Lender” means the Persons listed on Schedule 1.01(a) as having Commitments and their respective successors and assigns.

“Lenders’ Letter Agreement” means that certain Fee Letter, dated as of March 18, 2015, among Borrower and the Lenders signatory hereto relating to the upfront fee payable by the Borrower to or for the account of such Lenders. If there is any conflict between the provisions of this Agreement and the provisions of the Lenders’ Letter Agreement, the provisions of this Agreement will control.

“Lending Office” means, as to each Lender, its office located at its address set forth on the signature pages hereof (or identified on the signature pages hereof as its Lending Office) or such other office as such Lender may hereafter designate as its Lending Office by notice to the Borrower and the Administrative Agent.

“Lien” means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, servitude or encumbrance of any kind in respect of such asset to secure or assure payment of a Debt or a Guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.



“Loan” means any loan arising from the extension of credit to an Issuer by the Borrower in the ordinary course of business of the Borrower.

“Loan Documents” means this Agreement, the Notes, the Collateral Documents, the Hedging Agreements, any other document evidencing or securing the Advances, the Custodial Agreement, and any other document or instrument delivered from time to time in connection with this Agreement, the Notes, the Collateral Documents, the Hedging Agreements, the Custodial Agreement or the Advances, as such documents and instruments may be amended or supplemented from time to time.

“Loan Parties” means collectively the Borrower and each Guarantor that is or hereafter becomes a party to any of the Loan Documents.

“Loan Parties’ Net Worth” means the Consolidated Tangible Net Worth minus the Net Assets held by any Loan Party in other Subsidiaries of the Borrower or any Guarantor that are not Loan Parties.

“London InterBank Offered Rate” has the meaning set forth in Section 2.06(d).

“March 2022 Notes” means the Borrower’s 6.375% Notes due March 15, 2022 issued pursuant to the Indenture dated March 2, 2012 between the Borrower and Trustee and the Third Supplemental Indenture dated February 6, 2015 between Borrower and Trustee.

“Margin Stock” means “margin stock” as defined in Regulations T, U or X of the Board of Governors of the Federal Reserve System, as in effect from time to time, together with all official rulings and interpretations issued thereunder.

“Material Adverse Effect” means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the financial condition, operations, business or properties of the Loan Parties and any of their respective Subsidiaries, taken as a whole, (b) the rights and remedies of the Administrative Agent, the Multicurrency Agent or the Lenders under the Loan Documents, or the ability of the Borrower or any other Loan Party to perform its obligations under the Loan Documents to which it is a party, as applicable, or (c) the legality, validity or enforceability of any Loan Document or (d) the Collateral, or the Administrative Agent’s Liens for the benefit of the Secured Parties on the Collateral or the priority of such Liens.

“Material Contract” has the meaning given such term in Section 4.33.

“Maturity Date” means the earlier to occur of: (a) the date that is one year after the Termination Date and (b) the date upon which the Administrative Agent has declared all Advances to be due and payable after the occurrence of an Event of Default in accordance with Section 6.01. Any Advances then outstanding (together with accrued interest thereon) shall be due and payable in full on the Maturity Date.

“Moody’s” means Moody’s Investors Service, Inc. or any successor thereto.

“Mortgage” means, collectively the fee simple and leasehold mortgages, deeds of trust and deeds to secure debt by the Borrower, in form and content reasonably satisfactory to the Administrative Agent and in each case granting a Lien to the Administrative Agent (or a trustee for the benefit of the Administrative Agent) for the benefit of the Secured Parties in Collateral constituting real property (including certain real property leases) and related personalty, as such documents may be amended, modified or supplemented from time to time.

“Mortgaged Property” means, collectively, the Mortgaged Property (as defined in the Mortgages) covering the Properties described on Schedule 1.01 - Mortgaged Property.

“Mortgaged Property Security Documents” means collectively, the Mortgages and all other agreements, instruments and other documents, whether now existing or hereafter in effect, pursuant to which the Borrower or any Subsidiary grants or conveys to the Administrative Agent and the Secured Parties a Lien in, or any other Person acknowledges any such Lien in, real property as security for all or any portion of the Obligations, as any of them may be amended, modified or supplemented from time to time.

“Multicurrency Advance” means an Advance denominated in Dollars or an Agreed Foreign Currency made to the Borrower under this Agreement pursuant to Section 2.01(c).

“Multicurrency Commitments” means, with respect to each Multicurrency Lender, (i) the commitment of such Multicurrency Lender to make Multicurrency Advances, or (ii) as to any Multicurrency Lender that enters into an Assignment and Assumption (whether as transferor Multicurrency Lender or as assignee thereof), the amount of such Lender’s Multicurrency Commitment after giving effect to such Assignment and Assumption, in each case as such amount may be reduced from time to time pursuant to Sections 2.08 and 2.09. The aggregate amount of each Multicurrency Lender’s Multicurrency Commitment as of the Closing Date is set forth on Schedule 1.01(a). The aggregate amount of the Multicurrency Lenders’ Multicurrency Commitments as of the Closing Date is \$75,000,000.

“Multicurrency Credit Exposure” means, as to any Multicurrency Lender at any time, the aggregate principal amount at such time of its Multicurrency Advances.

“Multicurrency Lender” means the Persons listed on Schedule 1.01(a) as having Multicurrency Commitments and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption that provides for it to assume a Multicurrency Commitment or to acquire Multicurrency Credit Exposure, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Multicurrency Notes” means the promissory notes of the Borrower, substantially in the form of Exhibit B-3 hereto evidencing the obligation of the Borrower to repay the Multicurrency Advances, together with all amendments, consolidations, modifications, renewals, substitutions and supplements thereto or replacements thereof and “Multicurrency Note” means any one of such Multicurrency Notes.

“Multiemployer Plan” has the meaning set forth in Section 4001(a)(3) of ERISA.

“National Currency” means the currency, other than the Euro, of a Participating Member State.

“Net Assets” means, at any time, the net assets of a Person, as set forth or reflected on the most recent consolidated balance sheet of such Person prepared in accordance with GAAP and filed with the SEC.

“Net Proceeds of Capital Securities/Conversion of Debt” means any and all proceeds (whether cash or non-cash) or other consideration received by the Borrower or any Subsidiary of the Borrower in respect of the issuance of Capital Securities (including the aggregate amount of any and all Debt converted into Capital Securities), after deducting therefrom all reasonable and customary costs and expenses incurred by the Borrower or any Subsidiary directly in connection with the issuance of such Capital Securities.

“Non-Defaulting Lender” means, at any time, each Lender that is not a Defaulting Lender at such time.

“Noteless Loan” means an Eligible Debt Security with respect to which (i) the underlying Investment Documents do not require the Issuer to execute and deliver a promissory note to evidence the indebtedness created under such Debt Security; and (ii) no Loan Party nor any Subsidiary of a Loan Party has requested or received a promissory note from the related Issuer. Except as approved by the Administrative Agent in writing, no Loan Party nor any Subsidiary of a Loan Party shall request or receive a promissory note or other instrument from any Issuer in connection with a Noteless Loan.

“Notes” means collectively the Revolver Notes, the Multicurrency Notes and Swing Advance Notes and any and all amendments, consolidations, modifications, renewals, substitutions and supplements thereto or replacements thereof. “Note” means any one of such Notes.

“Notice of Borrowing” has the meaning set forth in Section 2.02.

“Notice of Continuation or Conversion” has the meaning set forth in Section 2.03.

“Obligations” means the collective reference to all of the following indebtedness, obligations and liabilities: (a) the due and punctual payment by the Borrower of: (i) the principal of and interest on the Notes (including any and all Revolver Advances, Multicurrency Advances and Swing Advances), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and any renewals, modifications or extensions thereof, in whole or in part; (ii) each payment required to be made by the Borrower under this Agreement when and as due, including payments in respect of reimbursement of disbursements, interest thereon, and obligations, if any, to provide cash collateral and any renewals, modifications or extensions thereof, in whole or in part; and (iii) all other monetary obligations of the Borrower to the Secured Parties under this Agreement and the other Loan Documents to which the Borrower is or is to be a party and any renewals, modifications or extensions thereof, in whole or in part; (b) the due and punctual

performance of all other obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is or is to be a party, and any renewals, modifications or extensions thereof, in whole or in part; (c) the due and punctual payment (whether at the stated maturity, by acceleration or otherwise) of all obligations (including any and all Swap Obligations arising under the Hedging Agreements and obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities of the Borrower, now existing or hereafter incurred under, arising out of or in connection with any and all Hedging Agreements and any renewals, modifications or extensions thereof (including, all obligations, if any, of the Borrower as guarantor under the Credit Agreement in respect of Hedging Agreements), and the due and punctual performance and compliance by the Borrower with all of the terms, conditions and agreements contained in any Hedging Agreement and any renewals, modifications or extensions thereof; (d) the due and punctual payment and performance of all indebtedness, liabilities and obligations of any one or more of the Borrower and Guarantors arising out of or relating to any Bank Products; (e) the due and punctual payment and performance of all indebtedness, liabilities and obligations of any one or more of the Borrower and Guarantors arising out of or relating to any Cash Management Services; and (f) the due and punctual payment and performance of all obligations of each of the Guarantors under the Credit Agreement and the other Loan Documents to which they are or are to be a party and any and all renewals, modifications or extensions thereof, in whole or in part; provided, that the term “Obligations” with respect to any Specified Guarantor shall exclude, in all cases, any Excluded Swap Obligations of such Specified Guarantor.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Officer’s Certificate” has the meaning set forth in Section 3.01(e).

“Operating Documents” means with respect to any corporation, limited liability company, partnership, limited partnership, limited liability partnership or other legally authorized incorporated or unincorporated entity, the bylaws, operating agreement, partnership agreement, limited partnership agreement, shareholder agreement or other applicable documents relating to the operation, governance or management of such entity.

“Organizational Action” means with respect to any corporation, limited liability company, partnership, limited partnership, limited liability partnership or other legally authorized incorporated or unincorporated entity, any corporate, organizational or partnership action (including any required shareholder, member or partner action), or other similar official action, as applicable, taken by such entity.

“Organizational Documents” means with respect to any corporation, limited liability company, partnership, limited partnership, limited liability partnership or other legally authorized incorporated or unincorporated entity, the articles of incorporation, certificate of incorporation, articles of organization, certificate of limited partnership or other applicable organizational or charter documents relating to the creation of such entity.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution,

delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any Loan Document.

“Participant” has the meaning assigned to such term in clause (d) of Section 9.07.

“Participant Register” has the meaning assigned to such term in clause (d) of Section 9.07.

“Participating Member State” means any member state of the European Community that adopts or has adopted the Euro as its lawful currency in accordance with the legislation of the European Union relating to the European Monetary Union.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Permitted Encumbrances” means Liens described in Section 5.14(a) through (n).

“Permitted SBIC Guarantee” means a guarantee by the Borrower of SBA Debt of an SBIC Entity on SBA’s then applicable form; provided that the recourse to the Loan Parties thereunder is expressly limited only to periods after the occurrence of an event or condition that is an impermissible change in the control of such SBIC Entity (it being understood that as provided in Section 6.01(p) it shall be an Event of Default hereunder if any such event or condition giving rise to such recourse occurs).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“PIK Investment” means an Eligible Debt Security with respect to which more than 25% of the interest accrued for any specified period of time or until the maturity thereof is, or at the option of the Issuer may be, added to the principal balance of such obligation or otherwise deferred and accrued rather than being paid in cash.

“Plan” means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by a member of the Controlled Group for employees of any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions.

“Platform” has the meaning set forth in Section 9.01(d).

“Pledge Agreement” means the Second Amended and Restated Equity Pledge Agreement dated as of May 4, 2015, by and between the Borrower, the Guarantors and the Administrative Agent for the benefit of the Secured Parties, as from time to time in effect.

“Portfolio Investment” means an investment made by the Borrower in the ordinary course of business and consistent with the Investment Policies in a Person that is accounted for under GAAP as a portfolio investment of the Borrower. Portfolio Investments shall include Cash, Cash Equivalents, and Debt Securities.

“Primary Issuer” means the principal Issuer directly obligated to repay all obligations owing under any Portfolio Investment, including joint and several liability for such obligation, if more than one Issuer exists; provided, however, “Primary Issuer” does not include any Person who acts solely as a guarantor, surety, or as a subsidiary co-borrower for funding convenience only with respect to such Portfolio Investment.

“Prime Rate” refers to that interest rate so denominated and set by BB&T from time to time as an interest rate basis for borrowings. The Prime Rate is but one of several interest rate bases used by BB&T. BB&T lends at interest rates above and below the Prime Rate. The Prime Rate is not necessarily the lowest or best rate charged by BB&T to its customers or other banks.

“Principal Financial Center” means, in the case of any Currency, the principal financial center where such Currency is cleared and settled, as determined by the Applicable Agent.

“Properties” means all real property owned, leased or otherwise used or occupied by a Loan Party or any Subsidiary of a Loan Party, wherever located. “Property” means any one of such Properties.

“Qualified ECP Guarantor” shall mean, at any time, each Loan Party with total assets exceeding \$10,000,000 or that qualifies at such time as an “eligible contract participant” under the Commodity Exchange Act and can cause another person to qualify as an “eligible contract participant” at such time under §1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Quarterly Payment Date” means each March 31, June 30, September 30 and December 31, or, if any such day is not a Business Day, the next succeeding Business Day.

“Quoted Investment” means a Portfolio Investment for which market quotations are readily available which are reflective of an actual trade executed within a reasonable period of such quotation.

“Ratings Effective Date” has the meaning set forth in Section 2.06(a).

“Recipient” means (a) the Administrative Agent, (b) the Multicurrency Agent, or (c) any Lender.

“Redeemable Preferred Securities” of any Person means any preferred stock or similar Capital Securities (including limited liability company membership interests and limited partnership interests) issued by such Person which is at any time prior to the Maturity Date either

(i) mandatorily redeemable (by sinking fund or similar payments or otherwise) or (ii) redeemable at the option of the holder thereof.

“Reference Banks” includes BMO Nesbitt Burns, CIBC World Markets, Deutsche Bank, HSBC Bank Canada, National Bank Financial, RBC Dominion Securities, Scotia Capital Inc., and TD Securities Inc., as such list may be amended by the Multicurrency Agent by providing prior written notice to the Borrower and the Multicurrency Lenders.

“Register” has the meaning set forth in Section 9.07(c).

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Related Property” means, with respect to any Portfolio Investment, any property or other assets of the Issuer thereunder pledged or purported to be pledged as collateral to secure the repayment of such Portfolio Investment.

“Required Lenders” means (i) at any time when there are two or fewer Lenders, all Lenders and (ii) at any time when there are three or more Lenders, Lenders having at least 66-2/3% of the aggregate amount of the Commitments or, if the Commitments are no longer in effect, Lenders holding at least 66-2/3% of the aggregate outstanding principal amount of the Advances; provided, however, that the Commitments and any outstanding Advances of any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders. The Required Lenders of a Class (which shall include the terms “Required Multicurrency Lenders” and “Required Revolver Lenders”) means (i) at any time when there are two or fewer Lenders of such Class, all Lenders of such Class and (ii) at any time when there are three or more Lenders of such Class, Lenders having at least 66-2/3% of the aggregate amount of the Commitments of such Class or, if the Commitments of such Class are no longer in effect, Lenders holding at least 66-2/3% of the aggregate outstanding principal amount of the Advances of such Class; provided, however, that the Commitments and any outstanding Advances of any Defaulting Lender shall be excluded for purposes of making a determination of the Required Lenders of a Class.

“Resignation Effective Date” has the meaning set forth in Section 7.06.

“Responsible Officer” means, as to any Person, the president, chief executive officer, chief financial officer, or principal accounting officer.

“Restricted Payment” means (i) any dividend or other distribution on any shares of the Capital Securities of the Borrower or any of its Subsidiaries (except dividends payable solely in shares of its Capital Securities); (ii) any payment of management, consulting, advisory or similar fees to any Affiliate of any Loan Party; or (iii) any payment on account of the purchase, redemption, retirement or acquisition of (a) any shares of the Capital Securities of the Borrower or any of its Subsidiaries (except shares acquired upon the conversion thereof into other shares of its Capital Securities) or (b) any option, warrant or other right to acquire shares of the Capital Securities of the Borrower or any of its Subsidiaries.

“Revolver Advance” means an advance denominated in Dollars made to the Borrower under this Agreement pursuant to Section 2.01(a).

“Revolver Commitment” means, with respect to each Revolver Lender, (i) the commitment of such Revolver Lender to make Revolver Advances, or (ii) as to any Revolver Lender that enters into an Assignment and Assumption (whether as transferor Revolver Lender or as assignee thereof), the amount of such Lender’s Revolver Commitment after giving effect to such Assignment and Assumption, in each case as such amount may be reduced from time to time pursuant to Sections 2.08 and 2.09. The aggregate amount of each Revolver Lender’s Revolver Commitment as of the Closing Date is set forth on Schedule 1.01(a). The aggregate amount of the Revolver Lenders’ Revolver Commitments as of the Closing Date is \$225,000,000.

“Revolver Lender” means the Persons listed on Schedule 1.01(a) as having Revolver Commitments and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption that provides for it to assume a Revolver Commitment or to acquire Revolving Credit Exposure, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Revolver Notes” means the promissory notes of the Borrower, substantially in the form of Exhibit B-1 hereto evidencing the obligation of the Borrower to repay the Revolver Advances, together with all amendments, consolidations, modifications, renewals, substitutions and supplements thereto or replacements thereof and “Revolver Note” means any one of such Revolver Notes. In the case of Revolver Notes payable to Lenders under the Existing Credit Agreement who are continuing Lenders under this Third Amended and Restated Credit Agreement, Revolver Notes shall mean the Amended and Restated Revolver Notes, substantially in the form of Exhibit B-1 but with the addition of language evidencing the amendment and restatement of the prior Revolver Notes.

“Revolving Credit Exposure” means, as to any Lender at any time, the aggregate principal amount at such time of its Revolver Advances and such Lender’s participation interest in the aggregate principal amount of all Swing Advances outstanding at such time.

“RIC” or “regulated investment company” shall mean an investment company or business development company that qualifies for the special tax treatment provided for by subchapter M of the Code.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of The McGraw-Hill Companies or any successor thereto.

“Sale/Leaseback Transaction” means any arrangement with any Person providing, directly or indirectly, for the leasing by any Loan Party or any of its Subsidiaries of real or personal property which has been or is to be sold or transferred by any Loan Party or such Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of any Loan Party or such Subsidiary.



“Sanctioned Country” means, at any time, a country or territory that is the subject or target of any country or territory Sanctions administered by a Sanctions Authority.

“Sanctions” has the meaning assigned to such term in Section 4.32(a).

“Sanctions Authority” has the meaning assigned to such term in Section 4.32(a).

“SBA” means the United States Small Business Administration or any Governmental Authority succeeding to any or all of the functions thereof.

“SBIC Entities” means each of (1) Triangle Mezzanine Fund LLLP, a North Carolina limited liability limited partnership, (2) Triangle Mezzanine Fund II LP, a Delaware limited partnership, (3) Triangle Mezzanine Fund III, LP, a Delaware limited partnership, (4) any other future “small business investment company” owned, directly or indirectly, by the Borrower, and (5) any Subsidiary, general partner or blocker corporation of an entity described in clauses (1) through (4); provided, that with respect to the entities described in clause (3) and (4) above, before such entity acquires any assets or liabilities or otherwise engages in any business, such entity has become licensed as a “small business investment company” by the SBA (or has applied for such a license and is actively pursuing the granting thereof by appropriate proceedings promptly instituted and diligently conducted) under the Small Business Investment Act of 1958. Each entity described in subclauses (1) through (4) (and any Subsidiary, general partner and blocker corporation of such entity) shall continue to be an “SBIC Entity” until such time as all of the following have occurred with respect to such entity: (i) all SBIC debentures of such entity have been indefeasibly paid in full and no obligations remain outstanding thereunder (as evidenced in writing the SBA), (ii) there are no Liens on the assets of such entity securing the SBA Debt of such entity, (iii) after such entity has obtained its SBIC license, such entity has either voluntarily or involuntarily surrendered its SBIC license (as evidenced in writing by the SBA), (iv) there are no further legal, business or operational relationships in existence between such entity and the SBA, and (v) such entity may become a party to and agree to be bound by the terms of this Agreement and the other Loan Documents as a Guarantor (including pledging its assets as Collateral) without creating an Event of Default or triggering a mandatory prepayment event.

“SEC” means the United States Securities and Exchange Commission or any Governmental Authority succeeding to any or all of the functions thereof.

“Second Lien Debt Investment” means a Portfolio Investment which is a Debt Security of an Issuer, which is secured by a first and/or a second priority perfected security interest on all or substantially all of the assets of the Issuers in respect thereof but is not a Last Out Debt Investment.

“Secured Parties” shall mean collectively: (1) the Administrative Agent in its capacity as such under this Agreement, the Collateral Documents and the other Loan Documents; (2) the Multicurrency Agent in its capacity as such under this Agreement; (3) the Lenders; (4) the Hedge Counterparties in their capacity as such under the Hedging Agreements; (5) any Bank Product Bank or Cash Management Bank; and (6) except as otherwise provided in the definitions of “Bank

Products,” “Cash Management Services” and “Hedge Counterparties,” the successors and assigns of the foregoing.

“Security Agreement” means the Second Amended and Restated General Security Agreement, dated as of May 4, 2015, by and between the Borrower, the Guarantors and the Administrative Agent for the benefit of the Secured Parties, as from time to time in effect.

“Senior Securities” means senior securities (as such term is defined and determined pursuant to the Investment Company Act and any orders of the SEC issued to the Borrower thereunder).

“Specified Guarantor” means any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to Section 10.09).

“Structured Finance Obligation or Finance Lease” means any obligation issued by a special purpose vehicle (or any obligor in the principal business of offering, originating or financing pools of receivables or other financial assets) and secured directly by, referenced to, or representing ownership of or investment in, a pool of receivables or other financial assets of any Issuer, including collateralized loan obligations, collateralized debt obligations and mortgaged-backed securities, or any finance lease. For the avoidance of doubt, if an obligation satisfies the definition of “Structured Finance Obligation or Finance Lease”, such obligation shall not (a) qualify as any other category of Portfolio Investment, or (b) be included in the Borrowing Base.

“Subordinated Investment” shall mean a Portfolio Investment that: (i) is a Debt Security (including convertible debt Securities (other than the “in-the-money” equity component thereon) (a) issued by public or private Issuers, (b) issued without registration under the Securities Act, (c) not issued pursuant to Rule I44A under the Securities Act (or any successor provision thereunder), (d) that are not Cash Equivalents and (e) contractually subordinated in right of payment to other debt of the same Issuer and (ii) that is not a First Lien Debt Investment, a Second Lien Debt Investment, High Yield Debt Security, Last Out Debt Investment or a Covenant Lite Debt Investment.

“Subsidiary” of any Person means a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interest having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; provided however, the term “Subsidiary” shall not include any Person into which any Loan Party has made a Portfolio Investment, and any subsidiary of such Person. For the avoidance of doubt, “Subsidiary” shall also not include any unconsolidated joint venture or investment fund that is accounted for under GAAP as a portfolio investment of the Borrower. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Swap Obligation” shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Swing Advance” means an Advance made by BB&T pursuant to Section 2.01(b), which must be a Base Rate Advance.

“Swing Advance Note” means the promissory note of the Borrower, substantially in the form of Exhibit B-2, evidencing the obligation of the Borrower to repay the Swing Advances, together with all amendments, consolidations, modifications, renewals, and supplements thereto.

“Swingline Lender” means BB&T, in its capacity as lender of Swing Advances hereunder.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Termination Date” means the earliest to occur of (i) May 3, 2019, (ii) the date the Commitments are terminated pursuant to Section 6.01 following the occurrence of an Event of Default, or (iii) the date the Borrower terminates the Commitments entirely pursuant to Section 2.09.

“Testing Quarter” means, as of any date, the Fiscal Quarter immediately preceding the Fiscal Quarter during which the IVP Value is determined.

“Third Parties” means all lessees, sublessees, licensees and other users of the Properties, excluding those users of the Properties in the ordinary course of the Borrower’s business and on a temporary basis.

“Third Party Valuation Firm” means an Independent nationally recognized third-party appraisal firm selected by the Administrative Agent in its reasonable discretion.

“Total Unused Multicurrency Commitments” means at any date, an amount equal to the aggregate amount of the Unused Multicurrency Commitments of the Multicurrency Lenders.

“Total Unused Revolver Commitments” means at any date, an amount equal to the aggregate amount of the Unused Revolver Commitments of the Revolver Lenders.

“UCC” means the Uniform Commercial Code as from time to time in effect in the specified jurisdiction.

“Unquoted Investment” means a Portfolio Investment for which market quotations which are reflective of an actual trade executed within a reasonable period of such quotation are not readily available.

“Unrestricted Cash and Cash Equivalents” means, as of any date of determination, the Cash and Cash Equivalents of Borrower to the extent that such Cash and Cash Equivalents (a)

are free and clear of all Liens (other than Liens permitted under Sections 5.14(j) and 5.14(l)), any legal or equitable claim or other interest held by any other Person, and any option or right held by any other Person to acquire any such claim or other interest, (b) are not subject to any restriction pursuant to any provision of any outstanding Capital Securities issued by any Person or of any Material Contract to which it is a party or by which it or any of its property is bound (other than the Loan Documents) and (c) are the subject of a Control Agreement that creates a valid and perfected first-priority security interest in and lien in favor of the Administrative Agent for the benefit of the Secured Parties.

“Unsecured Longer-Term Indebtedness” means any Debt for borrowed money of a Loan Party that (a) has no amortization, or mandatory redemption, repurchase or prepayment prior to, and a final maturity date not earlier than, twelve months after the Maturity Date (it being understood that (i) the customary put rights or repurchase or redemption obligations (x) in the case of convertible securities, in connection with the suspension or delisting of the capital stock of the Borrower or the failure of the Borrower to satisfy a continued listing rule with respect to its capital stock or (y) arising out of circumstances that would constitute a “fundamental change” (as such term is customarily defined in convertible note offerings) or be Events of Default under this Agreement shall not be deemed to be “amortization”, “mandatory redemption”, “conversion rights into equity”, “repurchase”, “prepayment” or a “final maturity date” for purposes of this definition, and (ii) any mandatory amortization, redemption, repurchase or prepayment obligation or put right that is contingent upon the happening of an event that is not certain to occur and not within the control of a Loan Party or the holder of such Unsecured Longer-Term Indebtedness (including, without limitation, a change in control or bankruptcy) shall not in and of itself be deemed to disqualify such Debt under this clause (a) (notwithstanding the foregoing in this clause (ii), the Borrower acknowledges that any payment prior to the Maturity Date in respect of any such obligation or right shall only be made to the extent permitted by Section 5.42)), (b) is incurred pursuant to documentation containing covenants and events of default that are no more restrictive than those set forth in this Agreement, and other terms substantially comparable to market terms for substantially similar debt of other similarly situated borrowers as reasonably determined in good faith by the Borrower (it being understood that customary put rights or repurchase or redemption obligations (x) in the case of convertible securities, in connection with the suspension or delisting of the capital stock of the Borrower or the failure of the Borrower to satisfy a continued listing rule with respect to its capital stock or (y) arising out of circumstances that would constitute a “fundamental change” (as such term is customarily defined in convertible note offerings) or be Events of Default under this Agreement shall not be deemed to be more restrictive for the purposes of this definition), and (c) is not secured by any assets of the Loan Party. For the avoidance of doubt, (a) Unsecured Longer-Term Indebtedness shall also include any refinancing, refunding, renewal or extension of any Unsecured Longer-Term Indebtedness so long as such refinanced, refunded, renewed or extended Debt continues to satisfy the requirements of this definition and (b) any Voluntary Payment on account of Unsecured Longer-Term Indebtedness shall be subject to Section 5.42.

“Unused Multicurrency Commitment” means at any date, with respect to any Multicurrency Lender, an amount equal to its Multicurrency Commitment less its Multicurrency Advances.

“Unused Revolver Commitment” means at any date, with respect to any Revolver Lender, an amount equal to its Revolver Commitment less the sum of the aggregate outstanding principal amount of the sum of its Revolver Advances and its Applicable Revolver Percentage of Swing Advances.

“U.S. Government Securities” means securities that are direct obligations of, and obligations the timely payment of principal and interest on which is fully guaranteed by, the United States or any agency or instrumentality of the United States the obligations of which are backed by the full faith and credit of the United States and in the form of conventional bills, bonds and notes.

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 2.12(e)(vii).

“Value” means, with respect to: (x) an Eligible Quoted Investment, the lowest of (i) par, (ii) the value determined, not less frequently than once per month, by the Borrower in its reasonable discretion, taking into account any events of which the Borrower has knowledge that adversely affects the value of any Portfolio Investment, and (iii) the value determined by reference to the average of the bid prices of at least two Approved Dealers or through an Approved Pricing Service determined as of the date not more than seven days prior to any such determination (or the date of a Borrowing Base Certification Report); and (y) an Eligible Unquoted Investment, the lowest of (i) par, (ii) the fair value of such Eligible Unquoted Investment determined, not less frequently than once per Fiscal Quarter, by the board of directors of the Borrower in its good faith judgment and consistent with past practices as described in the Borrower’s 2014 annual report on Form 10-K filed with the SEC (as such practice may be amended from time to time in accordance with the immediately following sentence in this definition of “Value”) including consideration of valuation procedures of Duff & Phelps, Lincoln Partners Advisors, LLC or another third party valuation firm selected by the Borrower and reasonably acceptable to the Administrative Agent, and (iii) commencing with the Fiscal Quarter ended September 30, 2015, the IVP Value. The valuation practices described in the Borrower’s 2014 annual report on Form 10-K filed with the SEC may be amended from time to time, provided that the Borrower shall furnish to the Administrative Agent, prior to the effective date of any such amendment or modification, prompt notice of any changes in such practices and shall not agree or otherwise permit to occur any modification of such practices in any manner that would or would reasonably be expected to adversely affect the interests or remedies of the Administrative Agent or the Secured Parties under this Agreement or any Loan Document or impair the collectability of any Investment without the prior written consent of the Administrative Agent in its sole discretion. Commencing with the Fiscal Quarter ended September 30, 2015 (and continuing each Fiscal Quarter thereafter), the Administrative Agent, on behalf of the Lenders, will engage a Third Party Valuation Firm (the expense of which shall be promptly reimbursed by Borrower) to provide an independent valuation (the “IVP Value”) of Eligible Unquoted Investments selected by the Administrative Agent each quarter. The amount of investments so valued (the “IVP Amount”) will be the greater of (a) (i) 125% of the average principal amount outstanding under the Revolver Commitments during the Testing Quarter (calculated as of the end of such Testing Quarter) minus (ii) the aggregate Value of all Eligible Quoted Investments

included in the Borrowing Base (as of the end of such Testing Quarter) and (b) 10% of the aggregate Value (or as near thereto as reasonably practicable) of all Eligible Unquoted Investments included in the Borrowing Base (as of the end of such Testing Quarter); provided that: (i) in no event shall more than 25% (or, if clause (b) applies, 10%) of the aggregate Value (or as near thereto as reasonably practicable) of the Eligible Unquoted Investments in the Borrowing Base be tested in respect of any applicable Testing Quarter. In addition to the IVP Amount, the Borrower shall engage the services of a third party valuation firm (other than the firm being used by the Administrative Agent), which shall be reasonably acceptable to the Administrative Agent, in a manner consistent with its existing procedures to provide assistance in the determination of Value of an additional 25% by Value of the Eligible Unquoted Investments included in the Borrowing Base, provided that: (i) such additional amount may be higher or lower than 25% (but not less than 10% in any given quarter) as long as the average amount so valued shall be at least 25% per quarter over any trailing twelve (12) month period following the Fiscal Quarter ended March 31, 2016, and (ii) each Eligible Unquoted Investment is valued by a third party valuation firm, which shall be reasonably acceptable to the Administrative Agent, within twelve (12) months of the date of the initial investment and at least once per annum thereafter (subject to a permitted exclusion for underlying issuers representing less than 1.5% of the Value of all Eligible Investments in the Borrowing Base and not exceeding 10% in the aggregate over any trailing twelve (12) month period). The Administrative Agent agrees that Duff & Phelps and Lincoln Partners Advisors, LLC shall be reasonably acceptable to the Administrative Agent as third party valuation firms to be engaged by the Borrower for such purposes described in this definition of “Value.”

“Voluntary Payment” has the meaning set forth in Section 5.42.

“Voting Stock” means securities (as such term is defined in Section 2(1) of the Securities Act of 1933) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to cast votes in any election of any corporate directors (or Persons performing similar functions).

“Wholly Owned Subsidiary” means any Subsidiary all of the Capital Securities of which are at the time directly or indirectly owned by the Borrower.

“Withholding Agent” means any Loan Party, the Multicurrency Agent and the Administrative Agent.

SECTION 1.02 Accounting Terms and Determinations. Unless otherwise specified herein, all terms of an accounting character used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP, applied on a basis consistent (except for changes concurred in by the Borrower’s independent public accountants or otherwise required by a change in GAAP) with the most recent audited consolidated financial statements of the Borrower and its Consolidated Subsidiaries delivered to the Administrative Agent for distribution to the Lenders, unless with respect to any such change concurred in by the Borrower’s independent public accountants or required or permitted by GAAP, in determining compliance with any of the provisions of this Agreement or any of the other Loan Documents: (i) the Borrower shall have objected to determining such compliance on such basis at the time of delivery of such financial statements, or

(ii) the Required Lenders shall so object in writing within 30 days after the delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 5.01 hereof, shall mean the financial statements referred to in Section 4.04).

SECTION 1.03 Use of Defined Terms. All terms defined in this Agreement shall have the same meanings when used in any of the other Loan Documents, unless otherwise defined therein or unless the context shall otherwise require.

SECTION 1.04 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time together with all rules, regulations and interpretations thereunder or related thereto; (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights; and (g) titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

SECTION 1.05 Currencies Generally. At any time, any reference in the definition of the term “Agreed Foreign Currency” or in any other provision of this Agreement to the Currency of any particular nation means the lawful currency of such nation at such time whether or not the name of such Currency is the same as it was on the date hereof. Except as provided in Section 2.11(c) and the last sentence of Section 2.12(a), for purposes of determining (i) whether the amount of any Borrowing under the Multicurrency Commitments, together with all other Borrowings under the Multicurrency Commitments then outstanding or to be borrowed at the same time as such Borrowing, would exceed the aggregate amount of the Multicurrency Commitments, (ii) the Total Unused Multicurrency Commitments, (iii) the Multicurrency Credit Exposure, and (iv) the Borrowing Base or the Value or the fair market value of any Portfolio Investment, the outstanding principal amount of any Borrowing that is denominated in any Foreign Currency or the Value or the fair market value of any Portfolio Investment that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount of the Foreign Currency of such Borrowing or Portfolio Investment, as the case may be, determined as of the date of such

Borrowing or the date of valuation of such Portfolio Investment, as the case may be; provided that in connection with the delivery of any Borrowing Base Certification Report pursuant to Section 5.01(i), such amounts shall be determined as of the date of the delivery of such Borrowing Base Certification Report. Wherever in this Agreement in connection with a Borrowing or Advance an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing or Advance is denominated in a Foreign Currency, such amount shall be the relevant Foreign Currency Equivalent of such Dollar Amount (rounded to the nearest 1,000 units of such Foreign Currency).

SECTION 1.06 Special Provisions Relating to Euro. If at any time after the Closing Date the Euro becomes an Agreed Foreign Currency then, from and after such date, each obligation hereunder of any party hereto that is denominated in the National Currency of a state that is not a Participating Member State on the date hereof shall, effective from the date on which such state becomes a Participating Member State, be redenominated in Euro in accordance with the legislation of the European Union applicable to the European Monetary Union; provided that, if and to the extent that any such legislation provides that any such obligation of any such party payable within such Participating Member State by crediting an account of the creditor can be paid by the debtor either in Euros or such National Currency, such party shall be entitled to pay or repay such amount either in Euros or in such National Currency. If the basis of accrual of interest or fees expressed in this Agreement with respect to an Agreed Foreign Currency of any country that becomes a Participating Member State after the date on which such currency becomes an Agreed Foreign Currency shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest or fees in respect of the Euro, such convention or practice shall replace such expressed basis effective as of and from the date on which such state becomes a Participating Member State.

SECTION 1.07 Amendment and Restatement of Existing Agreement. The parties to this Agreement agree that, on the Closing Date, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation, payment and reborrowing or termination of the Obligations under the Existing Credit Agreement and the other Existing Loan Documents as in effect prior to the Closing Date. All Advances made and Obligations incurred under the Existing Credit Agreement that are outstanding on the Closing Date shall continue as Advances and Obligations under (and shall be governed by the terms of) this Agreement and the other Loan Documents. Without limiting the foregoing, on the Closing Date: (a) all references in the Existing Loan Documents to the "Credit Agreement" and the "Loan Documents" shall be deemed to refer to this Agreement and the Loan Documents, (b) all obligations constituting "Obligations" with any Lender or any affiliate of any Lender that are outstanding on the Closing Date shall continue as Obligations under this Agreement and the other Loan Documents, (c) the liens and security interests in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Obligations are in all respects continuing and in full force and effect with respect to all Obligations, (d) the "Revolver Commitments" (as defined in the Existing Credit Agreement) shall be allocated between, and redesignated as, Revolver Commitments and Multicurrency Commitments hereunder, in each case pursuant to the allocations set forth on Schedule 1.01(a), and (e) the Administrative Agent and the Multicurrency Agent shall



make such other reallocations, sales, assignments or other relevant actions in respect of each Lender's credit exposure under the Existing Credit Agreement as are necessary in order that each such Lender's Credit Exposure and outstanding Advances hereunder reflects such Lender's Applicable Percentage of the outstanding aggregate Credit Exposures on the Closing Date. The Lenders shall not charge Borrower any amounts under Section 8.05 arising from the actions described in this Section 1.07 occurring on the Closing Date.

## ARTICLE II THE CREDIT

### SECTION 2.01 Commitments to Make Advances.

(a) Revolver Advances. Each Revolver Lender severally agrees, on the terms and conditions set forth herein, to make Revolver Advances in Dollars to the Borrower from time to time before the Termination Date; provided that, immediately after each such Revolver Advance is made, such Lender's Revolving Credit Exposure shall not exceed the amount of the Revolver Commitment of such Revolver Lender at such time, provided further that the aggregate principal amount of all Advances shall not exceed the: lesser of: (1) the Borrowing Base; and (2) the aggregate amount of the Commitments of all of the Lenders at such time. Each Revolver Borrowing under this Section 2.01(a) shall be in an aggregate principal amount of \$1,000,000 or any larger multiple of \$100,000 (except that any such Revolver Borrowing may be in the aggregate amount of the Total Unused Revolver Commitments) and shall be made, subject to Section 2.12(f), from the several Revolver Lenders ratably in proportion to their respective Revolver Commitments. Within the foregoing limits, the Borrower may borrow under this Section, repay or, to the extent permitted by Section 2.10, prepay Revolver Advances and reborrow under this Section 2.01 at any time before the Termination Date; provided, however, in accordance with Section 2.09 and subject to Section 2.11(f), any Revolver Advances outstanding on the Termination Date shall not be due and payable until the Maturity Date.

(b) Swing Advances. In addition to the foregoing, the Swingline Lender shall from time to time, upon the request of the Borrower, if the applicable conditions precedent in Article III have been satisfied, make Swing Advances to the Borrower in an aggregate principal amount at any time outstanding not exceeding \$5,000,000.00; provided that, immediately after such Swing Advance is made, the conditions set forth in Section 2.01(a) shall have been satisfied. Each Swingline Borrowing under this Section 2.01(b) shall be in an aggregate principal amount of \$100,000.00 or any larger multiple of \$100,000.00. Within the foregoing limits, the Borrower may borrow under this Section 2.01(b), prepay and reborrow under this Section 2.01(b) at any time before the Termination Date. Solely for purposes of calculating fees under Section 2.07(a), Swing Advances shall not be considered a utilization of the Revolver Commitment of the Swingline Lender or any other Lender hereunder. All Swing Advances shall be made as Base Rate Advances. At any time, upon the request of the Swingline Lender, each Revolver Lender other than the Swingline Lender shall, on the third Business Day after such request is made, purchase a participating interest in Swing Advances in an amount equal to, subject to Section 2.12(f), its ratable share (based

upon its Applicable Revolver Percentage) of such Swing Advances. On such third Business Day, each Lender will immediately transfer to the Swingline Lender, in immediately available funds, the amount of its participation. Whenever, at any time after the Swingline Lender has received from any such Revolver Lender its participating interest in a Swing Advance, the Administrative Agent receives any payment on account thereof, the Administrative Agent will distribute to such Revolver Lender its participating interest in such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolver Lender's participating interest was outstanding and funded); provided, however, that in the event that such payment received by the Administrative Agent is required to be returned, such Lender will return to the Administrative Agent any portion thereof previously distributed by the Administrative Agent to it. Each Revolver Lender's obligation to purchase such participating interests shall be absolute and unconditional and shall not be affected by any circumstance, including: (i) any set-off, counterclaim, recoupment, defense or other right which such Revolver Lender or any other Person may have against the Swingline Lender requesting such purchase or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or the termination of any of the Commitments; (iii) any adverse change in the condition (financial, business or otherwise) of any Loan Party or any other Person; (iv) any breach of this Agreement by any Loan Party or any other Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(c) Multicurrency Advances. Each Multicurrency Lender severally agrees, on the terms and conditions set forth herein, to make Multicurrency Advances to the Borrower from time to time before the Termination Date; provided that, immediately after each such Multicurrency Advance is made, such Lender's Multicurrency Credit Exposure shall not exceed the amount of the Multicurrency Commitment of such Multicurrency Lender at such time, provided further that the aggregate principal amount of all Advances shall not exceed the lesser of: (1) the Borrowing Base; and (2) the aggregate amount of the Commitments of all of the Lenders at such time. Each Multicurrency Borrowing under this Section 2.01(c) shall be in an aggregate Dollar Equivalent principal amount of \$1,000,000 or any larger multiple of \$100,000 (except that any such Multicurrency Borrowing may be in the aggregate amount of the Total Unused Multicurrency Commitments) and shall be made, subject to Section 2.12(f), from the several Multicurrency Lenders ratably in proportion to their respective Multicurrency Commitments. Within the foregoing limits, the Borrower may borrow under this Section, repay or, to the extent permitted by Section 2.10, prepay Multicurrency Advances and reborrow under this Section 2.01 at any time before the Termination Date; provided, however, in accordance with Section 2.09 and subject to Section 2.11(f), any Multicurrency Advances outstanding on the Termination Date shall not be due and payable until the Maturity Date.

#### SECTION 2.02 Method of Borrowing Advances.

(a) The Borrower shall give the Administrative Agent and the Multicurrency Agent notice in the form attached hereto as Exhibit A (a "Notice of Borrowing") prior to (i) 12:00 P.M. (Eastern time) at least one Business Day before each Base Rate Borrowing, (ii)

12:00 P.M. (Eastern time) at least two (2) Business Days before each Index Euro-Dollar Borrowing and (iii) 11:00 A.M. (Eastern time) at least three (3) Business Days before each Eurocurrency Borrowing; specifying:

(i) whether such Borrowing is to be made under the Revolving Commitments and/or the Multicurrency Commitments,

(ii) the date of such Borrowing, which shall be a Business Day,

(iii) the aggregate amount, and if made under the Multicurrency Commitments, the Currency, of such Borrowing,

(iv) in the case of a Borrowing denominated in Dollars, whether such Borrowing is to be a Base Rate Borrowing or Index Euro-Dollar Borrowing and, subject to Section 2.02(h), the amount of such Borrowing under the Revolver Commitments and Multicurrency Commitments, or stating that such Borrowing is to be a Swingline Borrowing, and

(v) in the case of a Eurocurrency Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period.

(b) Upon receipt of a Notice of Borrowing, the Applicable Agent shall promptly notify each Revolver Lender or Multicurrency Lender, as applicable, of the contents thereof and (unless such Borrowing is a Swingline Borrowing) of such Lender's ratable share of such Borrowing and such Notice of Borrowing, once received by the Applicable Agent, shall not thereafter be revocable by the Borrower.

(c) Not later than 11:00 A.M. (Eastern time) on the date of each Borrowing, each Lender, as applicable, shall make available its ratable share of such Borrowing, in funds immediately available to the Applicable Agent at its address referred to in or specified pursuant to Section 9.01. Unless the Administrative Agent determines that any applicable condition specified in Article III has not been satisfied: (1) in the case of a Revolver Borrowing the Administrative Agent will promptly disburse the funds so received from the Revolver Lenders to the Borrower, (2) in the case of a Multicurrency Borrowing the Multicurrency Agent will promptly disburse the funds so received from the Multicurrency Lenders to the Borrower and (3) in the case of a Swingline Borrowing, the Swingline Lender will make available to the Borrower the amount of any such Swingline Borrowing.

(d) Notwithstanding anything to the contrary contained in this Agreement, no Index Euro-Dollar Borrowing or Eurocurrency Borrowing may be made if there shall have occurred a Default that shall not have been cured or waived.

(e) If no election as to the Class of a Borrowing denominated in Dollars is specified, then the requested Borrowing shall be deemed to be under both the Multicurrency Commitments and Revolver Commitments as provided in Section 2.02(h), provided however, that if no election as to a Class is specified but an Agreed Foreign Currency has

been specified then the requested Borrowing shall be deemed to be under the Multicurrency Commitments. If no election as to the Currency of a Borrowing is specified, then the requested Borrowing shall be denominated in Dollars. If no election as to the type of a Borrowing is specified, then the requested Borrowing shall be an Index Euro-Dollar Borrowing and, if an Agreed Foreign Currency has been specified, the requested Borrowing shall be a Eurocurrency Borrowing denominated in such Agreed Foreign Currency and having an Interest Period of one month (or three months if denominated in Canadian Dollars). If the Borrower is otherwise entitled under this Agreement to repay any Advances maturing at the end of an Interest Period applicable thereto with the proceeds of a new Borrowing, and if the Borrower fails to repay such Advances using its own moneys and fails to give a Notice of Borrowing in connection with such new Borrowing, a new Borrowing shall be deemed to be made on the date such Interest Period expires in an amount equal to the principal amount of the corresponding Advances, and the Advances comprising such new Borrowing shall be (i) if such prior Advances were denominated in Dollars, Base Rate Advances and (ii) if such prior Advances were denominated in an Agreed Foreign Currency, Eurocurrency Advances with an Interest Period of one month (or three months if denominated in Canadian Dollars) duration in the same Agreed Foreign Currency.

(f) Notwithstanding anything to the contrary contained herein, there shall not be more than ten (10) Interest Periods outstanding at any given time with respect to the Revolver Commitments and the Multicurrency Commitments; provided that for purposes of this Section 2.02(f), the Index Euro-Dollar Advances collectively shall be deemed to have one (1) Interest Period and Base Rate Advances shall not be deemed to have an outstanding Interest Period.

(g) In connection with each Revolver Borrowing, the Borrower shall provide to the Administrative Agent and the Multicurrency Agent calculations setting forth each Lender's funded portion of the Borrowings denominated in Dollars and confirming such amount is equal to such Lender's Applicable Percentage of the outstanding Borrowings denominated in Dollars.

(h) Treatment of Classes. Notwithstanding anything to the contrary contained herein, but in all events subject to the proviso contained in Section 2.12(f), with respect to each Advance denominated in Dollars, the Administrative Agent shall deem the Borrower to have requested that such Advance be applied ratably to each of the Revolver Commitments and the Multicurrency Commitments, based upon the percentage of the aggregate remaining unutilized Commitments represented by the Revolver Commitments and the Multicurrency Commitments, respectively.

SECTION 2.03 Continuation and Conversion Elections. Subject to Section 2.12(f), by delivering a notice (a "Notice of Continuation or Conversion"), which shall be substantially in the form of Exhibit C, to the Administrative Agent and the Multicurrency Agent, on or before 12:00 P.M., Eastern time, on a Business Day, the Borrower may from time to time irrevocably elect, by notice one Business Day prior in the case of a continuation of or conversion to Base Rate Advances, two (2) Business Days prior in the case of a continuation or conversion to

Index Euro-Dollar Advances or three (3) Business Days prior in the case of a continuation of Eurocurrency Advances denominated in an Agreed Foreign Currency, that all, or any portion in an aggregate principal amount of \$1,000,000 or any larger integral multiple of \$100,000 be, (i) in the case of Base Rate Advances converted into Index Euro-Dollar Advances, or (ii) in the case of Index Euro-Dollar Advances converted into Base Rate Advances or continued as Index Euro-Dollar Advances, or (iii) in the case of Eurocurrency Advances continued as Eurocurrency Advances; provided, however, that (x) each such conversion or continuation shall be prorated (subject to Section 2.12(f)) among the applicable outstanding Advances of all Lenders that have made such Advances, (y) no portion of the outstanding principal amount of any Advances may be continued as, or be converted into, any Index Euro-Dollar Advance or Eurocurrency Advance when any Default has occurred and is continuing, and (z) the outstanding principal amount of any Advances denominated in an Agreed Foreign Currency shall be continued as, or be converted into, Eurocurrency Advances with an Interest Period of one month's duration when any Default has occurred and is continuing. In the absence of delivery of a Notice of Continuation or Conversion with respect to any Advance (i) which is an Index Euro-Dollar Advance, at least two (2) Business Days before the last day of the then current Interest Period with respect thereto, such Index Euro-Dollar Advance shall, on such last day, automatically continue as an Index Euro-Dollar Advance and (ii) that is a Eurocurrency Advance denominated in an Agreed Foreign Currency, at least three (3) Business Days before the last day of the then current Interest Period with respect thereto, such Eurocurrency Advance shall, on such last day, automatically convert or continue as a Eurocurrency Advance with an Interest Period of one month's duration (or three months duration with respect to any Eurocurrency Advance denominated in Canadian Dollars).

SECTION 2.04 Notes. Any Lender may request that its Revolver Advances or Multicurrency Advances, as applicable, be evidenced by a single Revolver Note or Multicurrency Note, as applicable, payable to the order of such Lender for the account of its Lending Office in an amount equal to the original principal amount of such Lender's applicable Commitments, and the Swingline Lender may request that its Swing Advances be evidenced by a single Swing Advance Note payable to the order of the Swingline Lender. In such event, the Borrower, as applicable, shall prepare, execute and deliver such Note or Notes. Upon receipt of each Lender's Note pursuant to Section 3.01, the Administrative Agent shall deliver such Note to such Lender. Thereafter, the Commitments evidenced by such Note or Notes and interest thereon shall at all times (including after any assignment pursuant to Section 9.07) be represented by one or more Notes payable to the order of the payee named therein or any assignee pursuant to Section 9.07, except to the extent that any such Lender or assignee subsequently returns any such Note for cancellation.

SECTION 2.05 Defaulting Lenders. Notwithstanding anything contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Laws:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 9.05(a);

(b) Defaulting Lender Waterfall. Except as otherwise provided in this Section 2.05, any payment of principal, interest, fees, or other amounts received by the Applicable Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VI or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.04), shall be deemed paid to and redirected by such Defaulting Lender to be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Administrative Agent and the Multicurrency Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Swingline Lender hereunder; third, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Advance in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fourth, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Advances under this Agreement; fifth, to the payment of any amounts owing to the Lenders or Swingline Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; sixth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and seventh, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Advances or Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Advances were made at a time when the conditions set forth in Section 3.02 were satisfied or waived, such payment shall be applied solely to pay the Advances of, and Obligations owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Advances of, or Obligations owed to, such Defaulting Lender until such time as all Advances and funded and unfunded participations in Swing Advances are held by the Lenders pro rata in accordance with their Commitments without giving effect to Section 2.05(d). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(c) Certain Fees.

(i) Commitment Fees. No Defaulting Lender shall be entitled to receive any unused commitment fee payable under Section 2.07 for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(ii) With respect to any unused commitment fee not required to be paid to any Defaulting Lender pursuant to clause (i) above, the Borrower shall (x) pay to each non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Swing Advances that has been reallocated to such non-Defaulting Lender pursuant to clause (d) below, (y) pay to the Swingline Lender the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Swingline Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(d) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Swing Advances shall be reallocated among the non-Defaulting Revolver Lenders in accordance with their respective Applicable Revolver Percentages (calculated without regard to such Defaulting Lender's Revolver Commitment) but only to the extent that such reallocation does not cause the Revolving Credit Exposure of any non-Defaulting Lender to exceed such non-Defaulting Lender's Revolver Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation.

(e) Cash Collateral, Repayment of Swing Advances. If the reallocation described in clause (d) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, prepay Swing Advances in an amount equal to the Swingline Lender's Fronting Exposure.

(f) Defaulting Lender Cure. If the Borrower, the Administrative Agent, the Multicurrency Agent (as to any Multicurrency Lender) and the Swingline Lender agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Revolver Advances of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolver Advances and Multicurrency Advances and funded and unfunded participations in Swing Advances to be held pro rata by the Lenders in accordance with the Commitments (without giving effect to Section 2.05(d)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(g) New Swing Advances. So long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swing Advances unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swing Advance.

SECTION 2.06 Interest Rates.

(a) “Applicable Margin” means (a) with respect to any Base Rate Advance, 1.75%, (b) with respect to any Index Euro-Dollar Advance, 2.75%, and (c) with respect to any Eurocurrency Advance, 2.75%; provided, however, commencing on the first anniversary of the Closing Date, “Applicable Margin” shall thereafter mean, beginning on each Ratings Effective Date, if any, that may occur after the first anniversary of the Closing Date and after which the Borrower obtains an Investment Grade Rating and continuing until the next Ratings Effective Date, if any, after the Borrower loses such Investment Grade Rating, (i) with respect to any Base Rate Advance, 1.5% and (ii) with respect to any Index Euro-Dollar Advance or Eurocurrency Advance, 2.5%. Each change in the Applicable Margin resulting from the Borrower’s attaining, or failing to maintain, an Investment Grade Rating shall be effective on the later of (y) the first Business Day of the first calendar month following the applicable attainment of or change in rating and (z) five (5) Business Days following such attainment or change (each such date, a “Ratings Effective Date”). The Borrower shall notify the Administrative Agent of its attaining, or failure to maintain, an Investment Grade Rating promptly after such attainment or change in rating is announced by the applicable ratings agency, but in no event later than two (2) Business Days thereafter.

(b) Each Base Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from the date such Advance is made until it becomes due, at a rate per annum equal to the Base Rate for such day plus the Applicable Margin. Such interest shall be payable on each Interest Payment Date while such Base Rate Advance is outstanding and on the date such Base Rate Advance is converted to a Eurocurrency Advance or Index Euro-Dollar Advance or repaid. Any overdue principal of and, to the extent permitted by Applicable Law, overdue interest on any Base Rate Advance shall bear interest, payable on demand, for each day until paid in full at a rate per annum equal to the Default Rate.

(c) Each Index Euro-Dollar Advance shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of: (1) the Applicable Margin, plus (2) the applicable Adjusted Index Euro-Dollar Rate for such Interest Period. Such interest shall be payable on each applicable Interest Payment Date. Any overdue principal of and, to the extent permitted by Applicable Law, overdue interest on any Index Euro-Dollar Advance shall bear interest, payable on demand, for each day until paid in full at a rate per annum equal to the Default Rate.

(d) Each Eurocurrency Advance shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of: (1) the Applicable Margin, plus (2) the applicable Adjusted London InterBank Offered Rate for such Interest Period; provided, however, that each Eurocurrency Advance denominated in Canadian Dollars shall bear interest on the outstanding principal amount



thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of: (1) the Applicable Margin, plus (2) the applicable CDOR Rate for such Interest Period. Such interest shall be payable on each applicable Interest Payment Date. Any overdue principal of and, to the extent permitted by Applicable Law, overdue interest on any Eurocurrency Advance shall bear interest, payable on demand, for each day until paid in full at a rate per annum equal to the Default Rate.

The “CDOR Rate” applicable to any Eurocurrency Borrowing denominated in Canadian Dollars means, as of any date of determination for the Interest Period of such Eurocurrency Borrowing, the annual rate of interest equal to the average rate of the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> highest rates applicable to Canadian Dollar bankers’ acceptances for a term comparable to such Interest Period that appears on the “Reuters Screen CDOR Page” as of 10:00 a.m., New York City time, on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; provided that if such rates do not appear on the Reuters Screen CDOR Page as contemplated, then the CDOR Rate on any day shall be calculated as the average of the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> highest rates applicable to Canadian Dollar bankers’ acceptances quoted for such Interest Period by the Reference Banks as of 10:00 a.m., New York City time, on such day, or if such day is not a Business Day, then on the immediately preceding Business Day. If the CDOR Rate determined as provided above would be less than zero, the CDOR Rate shall be deemed to be zero.

The “London InterBank Offered Rate” applicable to any Eurocurrency Borrowing denominated in any Agreed Foreign Currency (other than Canadian Dollars) means, as of any date of determination for the Interest Period of such Eurocurrency Borrowing the rate per annum determined on the basis of the rate for deposits in such Currency offered for a term comparable to such Interest Period by reference to the ICE Benchmark Administration, or any successor thereto, Interest Settlement Rates for deposits in such Currency (as set forth by any service selected by the Applicable Agent that has been nominated by the ICE Benchmark Administration or successor thereto as an authorized information vendor for the purpose of displaying such rates) determined as of 11:00 a.m. London, England time, two (2) Business Days prior to the first day of such Interest Period, provided that if no such offered rates appear on such page, the “London InterBank Offered Rate” for such Interest Period will be the arithmetic average (rounded upward, if necessary, to the next higher 1/100th of 1%) of rates quoted by not less than two (2) major lenders in New York City, selected by the Applicable Agent, at approximately 10:00 A.M., New York City time, two (2) Business Days prior to the first day of such Interest Period, for deposits in such Currency offered by leading European banks for a period comparable to such Interest Period. If the London Interbank Offered Rate determined as provided above would be less than zero, the London Interbank Offered Rate shall be deemed to be zero.

“Eurocurrency Reserve Percentage” means for any day that percentage (expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement for a member bank of the Federal Reserve System in respect of “Eurocurrency liabilities” (or in respect of any other category of liabilities which includes deposits by

reference to which the interest rate on such Eurocurrency Advance or Index Euro-Dollar Advance is determined or any category of extensions of credit or other assets which includes loans by a non-United States office of any Lender to United States residents). The Adjusted London InterBank Offered Rate and the Adjusted Index Euro-Dollar Rate shall be adjusted automatically on and as of the effective date of any change in the Eurocurrency Reserve Percentage.

“Index Euro-Dollar Rate” applicable to any Index Euro-Dollar Borrowing denominated in Dollars means, as of any date of determination for the Interest Period of such Index Euro-Dollar Borrowing, the rate per annum determined by the Administrative Agent at approximately 11:00 a.m. London, England time two (2) Business Days prior to the first day of such Interest Period by reference to the ICE Benchmark Administration, or any successor thereto, Interest Settlement Rates for deposits in Dollars (as set forth by any service selected by the Administrative Agent that has been nominated by the ICE Benchmark Administration or successor thereto as an authorized information vendor for the purpose of displaying such rates) for a period equal to such Interest Period; provided, that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, “Index Euro-Dollar Rate” shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in Dollars are offered for such Interest Period to major banks in the London interbank market in London, England by the Administrative Agent at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period. If the Index Euro-Dollar Rate determined as provided above would be less than zero, the Index Euro-Dollar Rate shall be deemed to be zero.

(e) The Applicable Agent shall determine each interest rate applicable to the Advances hereunder in accordance with the terms of this Agreement. The Applicable Agent shall give prompt notice to the Borrower and the applicable Lenders by telecopy of each rate of interest so determined, and its determination thereof shall be conclusive in the absence of manifest error.

(f) After the occurrence and during the continuance of an Event of Default (other than an Event of Default under Sections 6.01(g) or (h)), the principal amount of the Advances (and, to the extent permitted by Applicable Law, all accrued interest thereon) may, at the election of the Required Lenders, bear interest at the Default Rate; provided, however, that automatically whether or not the Required Lenders elect to do so, (i) any overdue principal of and, to the extent permitted by law, overdue interest on the Advances shall bear interest payable on demand, for each day until paid at a rate per annum equal to the Default Rate, and (ii) after the occurrence and during the continuance of an Event of Default described in Section 6.01(g) or 6.01(h), the principal amount of the Advances (and, to the extent permitted by Applicable Law, all accrued interest thereon) shall bear interest payable on demand for each day until paid at a rate per annum equal to the Default Rate.

#### SECTION 2.07 Fees.

(a) Commencing with the first such day after the Closing Date (or such later date on which such Revolver Lender becomes a Revolver Lender), the Borrower shall pay to the Administrative Agent, for the account of each Revolver Lender, on the last day of each calendar quarter of each year prior to the Termination Date, and then on the Termination Date (or other date on which the Revolver Commitments shall terminate) with respect to such Revolver Lender, the sum of the “Unused Revolver Commitment Fees” for each day during the applicable period. The Unused Revolver Commitment Fee shall be computed with respect to each day during the applicable period by multiplying the unused portion of the Revolver Commitments on such day by: (x) 1.00%, if the used portion of the Revolver Commitments (after giving effect to borrowings, repayments and commitment reductions on such day) is less than or equal to 25% of the aggregate of such Revolver Commitments; and (y) 0.375%, if the used portion of the Revolver Commitments (after giving effect to borrowings, repayments and commitment reductions on such day) is more than 25% of the aggregate of such Revolver Commitments.

(b) Commencing with the first such day after the Closing Date (or such later date on which such Multicurrency Lender becomes a Multicurrency Lender), the Borrower shall pay to the Administrative Agent, for the account of each Multicurrency Lender, on the last day of each calendar quarter of each year prior to the Termination Date, and then on the Termination Date (or other date on which the Multicurrency Commitment shall terminate) with respect to such Multicurrency Lender, the sum of the “Unused Multicurrency Commitment Fees” for each day during the applicable period. The Unused Multicurrency Commitment Fee shall be computed with respect to each day during the applicable period by multiplying the unused portion of the Multicurrency Commitments on such day by: (x) 1.00%, if the used portion of the Multicurrency Commitments (after giving effect to borrowings, repayments and commitment reductions on such day) is less than or equal to 25% of the aggregate of such Multicurrency Commitments; and (y) 0.375%, if the used portion of the Multicurrency Commitments (after giving effect to borrowings, repayments and commitment reductions on such day) is more than 25% of the aggregate of such Multicurrency Commitments.

(c) Unused commitment fees shall be determined quarterly in arrears and shall be payable on each Quarterly Payment Date and on the Termination Date; provided that should any Class or Classes of the Commitments be terminated at any time prior to the Termination Date for any reason, the entire accrued and unpaid fee applicable to such Class or Classes of Commitments shall be calculated and paid on the date of such termination. Any such unused commitment fee for the first quarter following the Closing Date shall be prorated according to the number of days this Agreement was in effect during such quarter.

(d) The Borrower shall pay (i) to the Administrative Agent, for the account and sole benefit of the Administrative Agent, such fees and other amounts at such times as set forth in the Joint Lead Arranger’s Letter Agreement, (ii) to BB&T Capital Markets, for the account of and sole benefit of BB&T Capital Markets, such fees and other amounts as set forth in the Joint Lead Arranger’s Letter Agreement, (iii) to ING Capital LLC, for the account of and sole benefit of ING Capital LLC, such fees and other amounts as set forth in the Joint

Lead Arranger's Letter Agreement and (iv) such fees and other amounts at such times as set forth in the Lenders' Letter Agreement.

SECTION 2.08 Optional Termination or Reduction of Commitments. The Borrower may, subject to any applicable prepayments pursuant to Section 2.11, upon at least 3 Business Days irrevocable notice to the Administrative Agent and the Multicurrency Agent, terminate at any time, or proportionately reduce from time to time by an aggregate amount of at least \$2,000,000 or any larger multiple of \$1,000,000, the Commitments; provided, however: (1) each termination or reduction, as the case may be, shall be permanent and irrevocable; (2) no such termination or reduction shall be in an amount greater than the Total Unused Revolver Commitments and Total Unused Multicurrency Commitments on the date of such termination or reduction; (3) no such reduction pursuant to this Section 2.08 shall result in the aggregate Commitments of all of the Lenders being reduced to an amount less than \$20,000,000, unless the Revolver Commitments and the Multicurrency Commitments are terminated in their entirety, in which case all accrued fees (as provided under Section 2.07) shall be payable on the effective date of such termination; (4) each reduction of the Commitments shall be applied to reduce ratably the Revolver Commitments and the Multicurrency Commitments; and (5) any termination of the Commitments shall terminate both the Revolver Commitments and the Multicurrency Commitments. Each reduction shall be made ratably among the applicable Lenders in accordance with their respective Commitments of such Class being reduced.

SECTION 2.09 Termination of Commitments; Maturity of Advances.

The Commitments (including obligations to make Swing Advances) shall terminate on the Termination Date. Any outstanding Advances (together with accrued interest thereon) shall be due and payable on the Maturity Date.

SECTION 2.10 Optional Prepayments.

(a) The Borrower may, upon at least one (1) Business Day's notice to the Administrative Agent and the Multicurrency Agent, prepay any Base Rate Borrowing or Index Euro-Dollar Borrowing in whole at any time, or from time to time in part in amounts aggregating at least \$1,000,000 or any larger integral multiple of \$100,000 (or any lesser amount equal to the outstanding balance of such Advance), by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. Subject to Section 2.12(f), each such optional prepayment in Dollars shall be applied to first to any Swing Advances outstanding and then to prepay ratably (based upon the Applicable Outstanding Dollar Percentage of the several Lenders included in such Base Rate Borrowing or Index Euro-Dollar Borrowing) the Base Rate Advances and Index Euro-Dollar Advances, as the case may be, (x) first, to Base Rate Advances and (y) second, to Index Euro-Dollar Advances.

(b) Subject to any payments required pursuant to the terms of Article VIII for such Eurocurrency Borrowing, the Borrower may, with respect to Eurocurrency Advances denominated in an Agreed Foreign Currency, at least three (3) Business Day's prior written notice, prepay in minimum Dollar Equivalent amounts of \$1,000,000 with additional

increments of \$100,000 (or any lesser amount equal to the outstanding balance of such Advances) all or any portion of the principal amount of any Eurocurrency Borrowing prior to the maturity thereof, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment and such payments required pursuant to the terms of Article VIII. Subject to Section 2.12(f), each prepayment in an Agreed Foreign Currency (including as a result of the Borrower's receipt of proceeds from a prepayment event in such Agreed Foreign Currency) shall be applied ratably among the Multicurrency Lenders in accordance with their Applicable Multicurrency Percentages.

(c) Upon receipt of a notice of prepayment pursuant to this Section 2.10, the Applicable Agent shall promptly notify each Lender of the Class of Advances being prepaid the contents of such notice and of such Lender's ratable share of such prepayment and such notice, once received by the Administrative Agent and the Multicurrency Agent, shall not thereafter be revocable by the Borrower.

#### SECTION 2.11 Mandatory Prepayments.

(a) On each date on which any of the Commitments are reduced or terminated pursuant to Section 2.08 or Section 2.09, the Borrower shall repay or prepay such principal amount of the outstanding Advances of such Class of Commitments (together with interest accrued thereon and any amount due under Section 8.05), if any, as may be necessary so that after such payment the aggregate unpaid principal amount of the Advances of such Class of Commitments does not exceed the aggregate amount of such Commitments as then reduced.

(b) In the event that the aggregate Revolving Credit Exposure at any one time outstanding shall at any time exceed the aggregate amount of the Revolver Commitments of all of the Revolver Lenders at such time and/or the aggregate Multicurrency Credit Exposure at any one time outstanding shall at any time exceed the aggregate amount of the Multicurrency Commitments of all of the Multicurrency Lenders at such time, the Borrower shall immediately repay so much of the Advances as is necessary in order that the aggregate principal amount of such Advances thereafter outstanding, shall not exceed the aggregate amount of the Revolver Commitments of all of the Revolving Lenders at such time and/or the Multicurrency Commitments of all of the Multicurrency Lenders at such time.

(c) On each Determination Date, the Multicurrency Agent shall determine the Multicurrency Credit Exposure. For the purpose of this determination, the outstanding principal amount of any Advance that is denominated in an Agreed Foreign Currency shall be deemed to be the Dollar Equivalent of the amount in the Agreed Foreign Currency of such Advance, determined as of such Determination Date. Upon making such determination, the Multicurrency Agent shall promptly notify the Multicurrency Lenders and the Administrative Agent thereof.

(d) If on any Determination Date the aggregate Multicurrency Credit Exposure exceeds 105% of the aggregate amount of the Multicurrency Commitments as then in effect, the Borrower shall prepay the Multicurrency Loans within 4 Business Days following the

Borrower's receipt of such request in such amounts as shall be necessary so that after giving effect thereto the aggregate Multicurrency Credit Exposure does not exceed the Multicurrency Commitments.

(e) In the event that the aggregate Credit Exposure of all of the Lenders shall at any time exceed the Borrowing Base (including as a result of a change of Borrowing Base calculation to limit such calculation to Unrestricted Cash and Cash Equivalents, as contemplated by the definition of Borrowing Base), the Borrower shall immediately repay so much of the Advances as is necessary such that the aggregate Credit Exposure of all of the Lenders shall not exceed the Borrowing Base.

(f) Following the Termination Date, Borrower shall ratably repay the Advances under the Revolver Commitments and Multicurrency Commitments such that (i) at least 15% of the aggregate principal amount of the Advances outstanding on the Termination Date shall be repaid by the end of the third month following the Termination Date, (ii) at least 40% of the aggregate principal amount of the Advances outstanding on the Termination Date shall be repaid by the end of the sixth month following the Termination Date, (iii) at least 60% of the aggregate principal amount of Advances outstanding on the Termination Date shall be repaid by the end of the ninth month following the Termination Date, and (iv) the remaining aggregate principal amount of Advances then outstanding shall be repaid on the first anniversary of the Termination Date.

(g) If at any time (i) the Administrative Agent on behalf of the Secured Parties does not own or have a valid and perfected first priority security interest in any Eligible Investment or (ii) any representation or warranty with respect to any Eligible Investment included in the Borrowing Base is not true and correct in all material respects (without duplication of any materiality qualifier contained therein), then upon the earlier of the Borrower's receipt of notice from the Administrative Agent or the Borrower becoming aware thereof, the Borrower, in its sole discretion, shall either (x) repay the Advances outstanding (together with any amounts owing under Article VIII relating to such repayment) to the extent required by this Section 2.11 after giving effect to the exclusion of such ineligible Portfolio Investment from the Borrowing Base, or (y) substitute an Eligible Investment for such ineligible Portfolio Investment; provided that no such substitution shall be permitted unless (1) such substitute Portfolio Investment is an Eligible Investment on the date of substitution, (2) after giving effect to the inclusion of the substitute Eligible Investment, no repayment of any Advances outstanding shall be required under this Section 2.11 (after giving effect to the exclusion of such ineligible Portfolio Investment from the Borrowing Base), (3) all representations and warranties of the Borrower contained in Article IV shall be true and correct, in all material respects (without duplication of any materiality qualifier contained therein), as of the date of substitution, (4) all actions or additional actions (if any) necessary to perfect the security interest of the Administrative Agent in such substitute Portfolio Investment and related Collateral shall have been taken as of or prior to the date of substitution and (5) the Borrower shall deliver to the Administrative Agent on the date of such substitution (A) a certificate of a Responsible Officer certifying that each of the

foregoing is true and correct as of such date and (B) a Borrowing Base Certification Report (including a calculation of the Borrowing Base after giving effect to such substitution).

(h) Any repayment or prepayment made pursuant to this Section shall not affect the Borrower's obligation to continue to make payments under any Hedging Agreement, which shall remain in full force and effect notwithstanding such repayment or prepayment, subject to the terms of such Hedging Agreement.

(i) Any repayment or prepayment made pursuant to this Section shall be in cash without any prepayment premium or penalty (but including all breakage or similar costs) on the customary terms of the Applicable Agent.

(j) Each prepayment required to be made pursuant to this Section 2.11 shall be made in Dollars, unless otherwise directed by the Borrower prior to such prepayment, until all outstanding Advances denominated in Dollars have been fully repaid, then, to the extent necessary, any additional prepayments required to be made pursuant to this Section 2.11 shall be made in such Agreed Foreign Currencies corresponding to Multicurrency Advances denominated in such Agreed Foreign Currencies. Subject to Section 2.12(f), each prepayment in Dollars pursuant to this Section 2.11, shall be applied: (i) first, to any Swing Advances outstanding; and (ii) second, ratably based upon the Applicable Outstanding Dollar Percentages of the several Lenders of such Base Rate Advances and Index Euro-Dollar Advances, as the case may be, (x) first, to Base Rate Advances and (y) second, to Index Euro-Dollar Advances. Each prepayment in an Agreed Foreign Currency shall be applied ratably among the Multicurrency Lenders based upon the Applicable Multicurrency Percentage of the several Multicurrency Lenders. In the event the Borrower is required to make any concurrent prepayments under both paragraphs (b) or (d) and also another paragraph of this Section 2.11, any such prepayments shall be applied toward a prepayment pursuant to paragraphs (b) and (d) before any prepayment pursuant to any other paragraph of this Section 2.11.

#### SECTION 2.12 General Provisions as to Payments.

(a) Subject to Sections 6.03 and 6.04, the Borrower shall make each payment of principal of, and interest on, the Advances and of fees hereunder without any set off, counterclaim or any deduction whatsoever, not later than 2:00 P.M. (Eastern time) on the date when due, in funds immediately available in the same Currency of such Advance to the Applicable Agent at its address referred to in Section 9.01. The Administrative Agent will promptly distribute to the Swingline Lender each such payment received on account of the Swing Advances and the Applicable Agent will promptly distribute to each applicable Lender its ratable share of each such payment received by such Applicable Agent for the account of such Lenders.

All amounts owing under this Agreement (including commitment fees, payments required under Section 8.03, and payments required under Section 2.12(e) relating to any Advance denominated in Dollars, but not including principal of and interest on any Advance denominated in any Foreign Currency or payments relating to any such Advance required

under Section 2.12(e), which are payable in such Foreign Currency) or under any other Loan Document (except to the extent otherwise provided therein) are payable in Dollars. Notwithstanding the foregoing, if the Borrower shall fail to pay any principal of any Advance when due (whether at stated maturity, by acceleration, by mandatory prepayment or otherwise), the unpaid portion of such Advance shall, if such Advance is not denominated in Dollars, automatically be redenominated in Dollars on the due date thereof (or, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such principal shall be payable on demand; and if the Borrower shall fail to pay any interest on any Advance that is not denominated in Dollars, such interest shall automatically be redenominated in Dollars on the due date thereof (or, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such interest shall be payable on demand.

(b) Whenever any payment of principal of, or interest on, the Base Rate Advances or of fees shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. Whenever any payment of principal of or interest on, the Index Euro-Dollar Advances or Eurocurrency Advances shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case the date for payment thereof shall be the next preceding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

(c) Funding by Lenders; Presumption by Administrative Agent. Unless the Applicable Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Applicable Agent such Lender's share of such Borrowing, the Applicable Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Applicable Agent, then the applicable Lender and the Borrower severally agree to pay to the Applicable Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Applicable Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Applicable Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Advances, Index Euro-Dollar Advances or the Eurocurrency Advances, as the case may be. If the Borrower and such Lender shall pay such interest to the Applicable Agent for the same or an overlapping period, the Applicable Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Applicable Agent, then the amount so paid shall constitute such Lender's Advance included in such Borrowing.



Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Applicable Agent.

(d) Payments by Borrower; Presumptions by Administrative Agent. Unless the Applicable Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Applicable Agent for the account of the Lenders of the applicable Class hereunder that the Borrower will not make such payment, the Applicable Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the such Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of Lenders of the applicable Class severally agrees to repay to the Applicable Agent forthwith on demand the amount so distributed to such Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Applicable Agent, at the greater of the Federal Funds Rate and a rate determined by the Applicable Agent in accordance with banking industry rules on interbank compensation.

(e) Taxes.

(i) [Reserved]

(ii) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(iii) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Applicable Agent timely reimburse it for the payment of, any Other Taxes.

(iv) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto,

whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Applicable Agent), or by the Applicable Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(v) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent and Multicurrency Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Applicable Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.07(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Applicable Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Applicable Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Applicable Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Applicable Agent to the Lender from any other source against any amount due to the Applicable Agent under this paragraph (v).

(vi) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.12(e), such Loan Party shall deliver to the Applicable Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Applicable Agent.

(vii) Status of Lenders. (A) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower, the Administrative Agent and the Multicurrency Agent, at the time or times reasonably requested by the Borrower, the Administrative Agent or the Multicurrency Agent, such properly completed and executed documentation reasonably requested by the Borrower, the Administrative Agent or the Multicurrency Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower, the Multicurrency Agent or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower, the Multicurrency Agent or the Administrative Agent as will enable the Borrower, the Multicurrency Agent or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in

the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.12(e)(vii)(A)(1), (A)(2) and (C) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(A) Without limiting the generality of the forgoing:

(1) any Lender that is a U.S. Person shall deliver to the Borrower, the Multicurrency Agent and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower, the Multicurrency Agent or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

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

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

(ii) executed copies of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the

Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN-E; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;

(B) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower, the Multicurrency Agent and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower, the Multicurrency Agent or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower, the Multicurrency Agent or the Administrative Agent to determine the withholding or deduction required to be made; and

(C) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower, the Multicurrency Agent and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower, the Multicurrency Agent or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, the Multicurrency Agent or the Administrative Agent as may be necessary for the Borrower, the Multicurrency Agent and the Administrative Agent to comply with their obligations under FATCA and

to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(viii) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.12(e) (including by the payment of additional amounts pursuant to this Section 2.12(e)), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (viii) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (viii), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (viii) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(ix) Survival. Each party's obligations under this Section 2.12(e) shall survive the resignation or replacement of the Administrative Agent or Multicurrency Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(f) Pro Rata Treatment. Except to the extent otherwise provided herein: (i) each Borrowing of a Class shall be made from the Lenders of such Class, each payment of commitment fee under Section 2.07 shall be made for account of the Lenders of the applicable Class, and each termination or reduction of the amount of the Commitments of a Class under Section 2.08, Section 2.09 or otherwise shall be applied to the respective Commitments of the Lenders of such Class, pro rata according to the amounts of their

respective Commitments of such Class; (ii) each Borrowing of a Class shall be allocated pro rata among the Lenders according to the amounts of their respective Commitments of such Class (in the case of the making of Advances) or their respective Advances of such Class that are to be included in such Borrowing (in the case of conversions and continuations of Advances), in accordance with the provisions of Section 2.02(h); (iii) each payment or prepayment of principal of Advances of a Class by the Borrower shall be made for account of the Lenders of such Class pro rata in accordance with the respective unpaid principal amounts of the Advances of such Class held by them (and, with respect to the pro rata treatment of prepayments between Classes, any such prepayments shall be made in accordance with the provisions of Sections 2.10 and 2.11); and (iv) each payment of interest on Advances of a Class by the Borrower shall be made for account of the Lenders of such Class pro rata in accordance with the amounts of interest on such Advances of such Class then due and payable to the respective Lenders; provided, however that, notwithstanding anything to the contrary contained herein, in the event that the Borrower wishes to make a Multicurrency Borrowing in an Agreed Foreign Currency at a time when there are Advances in Dollars outstanding under the Multicurrency Commitments, the Borrower may make a Borrowing under the Revolver Commitments (if otherwise permitted hereunder) and may use the proceeds of such Borrowing to prepay the Multicurrency Advances (without making a ratable prepayment to the Revolver Advances) solely to the extent that the Borrower concurrently utilizes any Multicurrency Commitments made available as a result of such prepayment to make a Multicurrency Borrowing in an Agreed Foreign Currency.

SECTION 2.13 Computation of Interest and Fees. Interest on the Advances (including Advances denominated in Canadian Dollars) shall be computed on the basis of a year of 360 days, except that interest computed on Advances denominated in an Agreed Foreign Currency other than Canadian Dollars shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day). Utilization fees, unused commitment fees and any other fees payable hereunder shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).

SECTION 2.14 Increase in Commitments.

(a) The Borrower shall have the right, at any time prior to the date that is one hundred eighty (180) days prior to the Termination Date by written notice to and in consultation with the Administrative Agent, the Multicurrency Agent, Swingline Lender and the Joint Lead Arrangers, to request an increase in the aggregate Commitments (each such requested increase, a "Commitment Increase"), by having one or more existing Lenders increase their respective Commitments then in effect (each, an "Increasing Lender"), by adding as a Lender with a new Commitment hereunder one or more Persons that are not already Lenders (each, an "Additional Lender"), or a combination thereof, provided that (i) unless otherwise agreed by the Administrative Agent, any such request for a Commitment Increase shall be in a minimum amount of \$5,000,000, (ii) immediately after giving effect to any Commitment Increase, (y) the aggregate Commitments shall not exceed \$350,000,000 and (z) the aggregate of all Commitment Increases effected shall not exceed \$50,000,000,

(iii) in connection with any Commitment Increase, each Class of Commitments must be ratably increased, (iv) no Default or Event of Default shall have occurred and be continuing on the applicable Commitment Increase Date (as hereinafter defined) or shall result from any Commitment Increase, (v) immediately after giving effect to any Commitment Increase (including any Borrowings in connection therewith and the application of the proceeds thereof), the Borrower shall be in compliance with the covenants contained in Article V, and (vi) no consent of any Lender to such Commitment Increase shall be required and no Lender shall be obligated to participate as a Lender in such Commitment Increase. No Lender shall have any obligation to become an Increasing Lender and any decision by a Lender to increase its Commitment shall be made in its sole discretion independently from any other Lender. Other than fees payable under the Joint Lead Arranger's Letter Agreement, which shall be paid in accordance with their terms, any fees paid by the Borrower for a Commitment Increase to an Increasing Lender, an Additional Lender, the Administrative Agent, the Multicurrency Agent, or BB&T, ING Capital LLC and Fifth Third Bank, as joint lead arrangers, shall be for their own account and shall be in an amount, if any, mutually agreed upon by each such party and the Borrower, in each party's sole discretion.

(b) Each Additional Lender must qualify as an Eligible Assignee (the selection of which shall include the prior approval of the Administrative Agent, and the Multicurrency Agent only if such Additional Lender is to be a Multicurrency Lender). The Borrower and each Additional Lender shall execute a joinder agreement, and the Borrower and each Lender shall execute all such other documentation as the Administrative Agent, the Multicurrency Lender and the Borrower may reasonably require, all in form and substance reasonably satisfactory to the Administrative Agent, the Multicurrency Agent and the Borrower, to evidence the Commitment adjustments referred to in Section 2.14(e); provided that the failure of any Lender that is not an Additional Lender or an Increasing Lender to execute any such documentation shall not impair the ability of the Additional Lenders, the Increasing Lenders and the Borrower to effect a Commitment Increase pursuant to this Section 2.14.

(c) If the aggregate Commitments are increased in accordance with this Section 2.14, the Borrower (in consultation with the Administrative Agent and the Multicurrency Agent), Increasing Lender(s) (if any) and Additional Lender(s) (if any) shall agree upon the effective date of such Commitment Increase (the "Commitment Increase Date"), which shall be a Business Day not less than thirty (30) days prior to the Termination Date. The Administrative Agent shall promptly notify the Lenders of such increase and the Commitment Increase Date.

(d) Notwithstanding anything set forth in this Section 2.14 to the contrary, the Borrower shall not incur any Advances pursuant to any Commitment Increase (and no Commitment Increase shall be effective) unless the conditions set forth in Section 2.14(a) as well as the following conditions precedent are satisfied on the applicable Commitment Increase Date:

(i) The Administrative Agent shall have received the following, each dated the Commitment Increase Date and in form and substance reasonably satisfactory to the Administrative Agent:

(A) a supplement to this Agreement signed by each Lender committing to the Commitment Increase, setting forth the reallocation of Commitments referred to in Section 2.14(e), all other documentation required by the Administrative Agent pursuant to Section 2.14(b) and such other modifications, documents or items as the Administrative Agent, the Multicurrency Agent, the Lenders or their counsel may reasonably request;

(B) an instrument, duly executed by the Borrower and each Guarantor acknowledging and reaffirming its obligations under this Agreement, the Collateral Documents, and the other Loan Documents to which it is a party;

(C) a certificate of the secretary or an assistant secretary of the Borrower and each Guarantor, certifying to and attaching the resolutions adopted by the board of directors (or similar governing body) of such party approving or consenting to such Commitment Increase;

(D) a certificate of the Chief Financial Officer or another Responsible Officer of the Borrower, certifying that (x) as of the Commitment Increase Date, all representations and warranties of the Borrower and the Guarantors contained in this Agreement and the other Loan Documents are true and correct in all material respects without duplication of any materiality qualifier contained therein (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty is true and correct as of such date and, (y) immediately after giving effect to such Commitment Increase (including any Borrowings in connection therewith and the application of the proceeds thereof), the Borrower is in compliance with the covenants contained in Article V, and (z) no Default or Event of Default has occurred and is continuing, both immediately before and after giving effect to such Commitment Increase (including any Borrowings in connection therewith and the application of the proceeds thereof);

(E) an opinion or opinions of counsel for the Borrower and the Guarantors, in a form satisfactory to Administrative Agent and covering such matters as Administrative Agent may reasonably request, addressed to the Administrative Agent, the Multicurrency Agent and the Lenders, together with such other documents, instruments and certificates as the Administrative Agent shall have reasonably requested; and



(F) such other documents or items that the Administrative Agent, the Multicurrency Agent, the Lenders, the Swingline Lender or their counsel may reasonably request.

(ii) In the case of any Borrowing of Advances in connection with such Commitment Increase for the purpose of funding an Acquisition, the applicable conditions set forth in this Agreement with respect to Acquisitions shall have been satisfied.

(e) On the Commitment Increase Date, (i) the aggregate principal outstanding amount of the Advances (the "Initial Advances") immediately prior to giving effect to the Commitment Increase shall be deemed to be repaid, (ii) immediately after the effectiveness of the Commitment Increase, the Borrower shall be deemed to have made new Borrowings of Advances (the "Subsequent Borrowings") in an aggregate principal amount equal to the aggregate principal amount of the Initial Advances and of the types and for the Interest Periods specified in a Notice of Borrowing delivered to the Administrative Agent and the Multicurrency Agent in accordance with Sections 2.01 and 2.12(f), (iii) each Lender shall pay to the Applicable Agent in immediately available funds an amount equal to the difference, if positive, between (y) such Lender's pro rata percentage (calculated after giving effect to the Commitment Increase) of the Subsequent Borrowings and (z) such Lender's pro rata percentage (calculated without giving effect to the Commitment Increase) of the Initial Advances, (iv) after each Applicable Agent receives the funds specified in clause (iii) above, the Applicable Agent shall pay to each Lender the portion of such funds equal to the difference, if positive, between (y) such Lender's pro rata percentage (calculated without giving effect to the Commitment Increase) of the Initial Advances and (z) such Lender's pro rata percentage (calculated after giving effect to the Commitment Increase) of the amount of the Subsequent Borrowings, (v) the Lenders of each Class shall be deemed to hold the Subsequent Borrowings ratably in accordance with their respective Commitments (calculated after giving effect to the Commitment Increase), (vi) the Borrower shall pay all accrued but unpaid interest on the Initial Advances to the Lenders entitled thereto, and (vii) Schedule 1.01(a) shall be deemed amended to reflect the Commitments of all Lenders after giving effect to the Commitment Increase. The deemed payments made pursuant to clause (i) above in respect of each Eurocurrency Advance shall be subject to indemnification by the Borrower pursuant to the provisions of Section 8.05 if the Commitment Increase Date occurs other than on the last day of the Interest Period relating thereto.

### ARTICLE III CONDITIONS TO BORROWINGS

#### SECTION 3.01 Conditions to Initial Closing.

The obligation of each Lender to make an Advance on the Closing Date is subject to the satisfaction of the conditions set forth in Section 3.02 and the following additional conditions:

(a) receipt by the Administrative Agent from each of the parties hereto of a duly executed counterpart of this Agreement signed by such party;

(b) if requested by any Lender, receipt by the Administrative Agent of a duly executed Note for the account of each such Lender, complying with the provisions of Section 2.04;

(c) receipt by the Administrative Agent of an opinion of counsel to the Loan Parties, dated as of the Closing Date (or in the case of an opinion delivered pursuant to Section 5.28 hereof such later date as specified by the Administrative Agent) in a form satisfactory to Administrative Agent and covering such matters set forth in Exhibit F hereto and such additional matters relating to the transactions contemplated hereby as the Administrative Agent may reasonably request;

(d) receipt by the Administrative Agent of a certificate (the "Closing Certificate"), dated the Closing Date, substantially in the form of Exhibit G hereto, signed by a chief financial officer or other authorized officer of each Loan Party, to the effect that, to his knowledge, (i) no Default has occurred and is continuing on the Closing Date and (ii) the representations and warranties of the Loan Parties contained in Article IV are true on and as of the Closing Date;

(e) receipt by the Administrative Agent of all documents which the Administrative Agent, the Multicurrency Agent or any Lender may reasonably request relating to the existence of each Loan Party, the authority for and the validity of this Agreement, the Notes and the other Loan Documents, and any other matters relevant hereto, all in form and substance satisfactory to the Administrative Agent, including a certificate of incumbency of each Loan Party (the "Officer's Certificate"), signed by the Secretary, an Assistant Secretary, a member, manager, partner, trustee or other authorized representative of the respective Loan Party, substantially in the form of Exhibit H hereto, certifying as to the names, true signatures and incumbency of the officer or officers of the respective Loan Party, authorized to execute and deliver the Loan Documents, and certified copies of the following items: (i) the Loan Party's Organizational Documents; (ii) the Loan Party's Operating Documents; (iii) if applicable, a certificate of the Secretary of State of such Loan Party's state of organization as to the good standing or existence of such Loan Party, and (iv) the Organizational Action, if any, taken by the board of directors of the Loan Party or the members, managers, trustees, partners or other applicable Persons authorizing the Loan Party's execution, delivery and performance of this Agreement, the Notes and the other Loan Documents to which the Loan Party is a party;

(f) completion of due diligence to the satisfaction of the Administrative Agent with respect to the Borrower and its Subsidiaries, including but not limited to review of the Investment Policies, risk management procedures, accounting policies, systems integrity, compliance, management and organizational structure and the loan and investment portfolio of the Borrower and its Subsidiaries;

(g) the Collateral Documents shall have been duly executed by the applicable Loan Parties and each such document shall have been delivered to the Administrative Agent and each of the Collateral Documents and Custodial Agreement amended thereby, shall be in full force and effect and each document (including each UCC financing statement) required by law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent for the benefit of the Secured Parties, upon filing, recording or possession by the Administrative Agent, as the case may be, a valid, legal and perfected first-priority security interest in and lien on the Collateral described in the Collateral Documents, to the extent not previously received and/or filed, shall have been delivered to the Administrative Agent; Borrower shall also deliver or cause to be delivered, to the extent not previously delivered, the certificates (with undated stock powers executed in blank) for all shares of stock or other equity interests pledged to the Administrative Agent for the benefit of Lenders pursuant to the Pledge Agreement or such equity interests shall be held by the Collateral Custodian under the Custodial Agreement for the benefit of the Administrative Agent and the Secured Parties;

(h) the Administrative Agent shall have received the results of a search of the UCC filings (or equivalent filings) made with respect to the Loan Parties in the states (or other jurisdictions) in which the Loan Parties are organized, the chief executive office of each such Person is located, any offices of such persons in which records have been kept relating to Collateral described in the Collateral Documents and the other jurisdictions in which UCC filings (or equivalent filings) are to be made pursuant to the preceding paragraph, together with copies of the financing statements (or similar documents) disclosed by such search, and accompanied by evidence satisfactory to the Administrative Agent that the Liens other than Permitted Encumbrances indicated in any such financing statement (or similar document) have been released or subordinated to the satisfaction of Administrative Agent;

(i) receipt by the Administrative Agent of a Borrowing Base Certification Report, dated as of the date of the initial Notice of Borrowing and satisfactory in all respects to the Administrative Agent;

(j) the Borrower shall have paid all fees required to be paid by it on the Closing Date, including all fees required hereunder and under the Joint Lead Arranger's Letter Agreement, and shall have reimbursed the Administrative Agent and the Multicurrency Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Loan Documents, including the reasonable legal, audit and other document preparation costs incurred by the Administrative Agent and the Multicurrency Agent; and

(k) such other documents or items as the Administrative Agent, the Multicurrency Agent, the Lenders or their counsel may reasonably request.

For purposes of determining compliance with the conditions specified in this Section 3.01, the Multicurrency Agent and each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender

unless the Administrative Agent shall have received notice from the Multicurrency Agent or such Lender prior to the proposed Closing Date specifying its objection thereto.

SECTION 3.02 Conditions to All Borrowings.

The obligation of each Lender to make an Advance on the occasion of each Borrowing and the obligation of the Swingline Lender to make a Swing Advance are each subject to the satisfaction of the conditions applicable to such Advance in Section 2.01 and the following conditions:

- (a) receipt by the Administrative Agent and the Multicurrency Agent of a Notice of Borrowing as required by Section 2.02, together with a Borrowing Base Certification Report dated as of the date of delivery and satisfactory in all respects to the Administrative Agent;
- (b) the fact that, immediately before and after such Borrowing, no Default shall have occurred and be continuing;
- (c) the fact that the representations and warranties of the Loan Parties contained in Article IV of this Agreement and the other representations and warranties contained in the Loan Documents shall be true in all material respects, on and as of the date of such Borrowing, without duplication of any materiality qualifier contained therein (except to the extent that any such representations and warranties speak as to a specific date, in which case such representations and warranties shall be true as of such date); and
- (d) the fact that, immediately after such Borrowing, the aggregate principal amount of all Advances shall not exceed the lesser of: (1) the Borrowing Base; and (2) the aggregate amount of all Commitments.

Each Borrowing and each Notice of Continuation or Conversion hereunder shall be deemed to be a representation and warranty by the Loan Parties on the date of such Borrowing as to the truth and accuracy of the facts specified in clauses (b), (c) and (d) of this Section.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

The Borrower and Guarantors represent and warrant that:

SECTION 4.01 Existence and Power. The Borrower is a corporation, and each Guarantor is a corporation, limited liability company or other legal entity, in each case, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, is duly qualified to transact business in every jurisdiction where, by the nature of its business, such qualification is necessary, and has all organizational powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 4.02 Organizational and Governmental Authorization; No Contravention. The execution, delivery and performance by each Loan Party of this Agreement, the Notes, the Collateral Documents and the other Loan Documents to which such Loan Party is a party (i) are within such Loan Party's organizational powers, (ii) have been duly authorized by all necessary Organizational Action, (iii) require no action by or in respect of, or filing with, any Governmental Authority that has not been obtained or made when required, (iv) do not contravene, or constitute a default under, any provision of Applicable Law or regulation or of the Organizational Documents and Operating Documents of such Loan Party or of any agreement, judgment, injunction, order, decree or other instrument binding upon such Loan Party or any of its Subsidiaries, and (v) do not result in the creation or imposition of any Lien on any asset of such Loan Party or any of its Subsidiaries (other than Liens in favor of the Administrative Agent for the benefit of the Secured Parties to secure the Obligations).

SECTION 4.03 Binding Effect. This Agreement constitutes a valid and binding legal agreement of the Loan Parties enforceable in accordance with its terms, and the Notes, the Collateral Documents and the other Loan Documents, when executed and delivered in accordance with this Agreement, will constitute valid and binding obligations of the Loan Parties party to such Loan Document enforceable in accordance with their respective terms, provided that the enforceability hereof and thereof is subject in each case to general principles of equity and to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally.

SECTION 4.04 Financial Information.

(a) Each of the audited consolidated balance sheet of the Borrower as of December 31, 2014 and the related consolidated statements of income, shareholders' equity and cash flows for the Fiscal Year then ended, reported on by Ernst & Young, copies of which have been delivered to the Administrative Agent for delivery to each of the Lenders, fairly present, in conformity with GAAP, the consolidated financial position of the Borrower and its Consolidated Subsidiaries as of such dates and their consolidated results of operations and cash flows for such periods stated.

(b) Since December 31, 2014 there has been no event, act, condition or occurrence having a Material Adverse Effect.

SECTION 4.05 Litigation. There is no action, suit or proceeding pending, or to the knowledge of the Loan Parties threatened, against or affecting the Loan Parties or any of their respective Subsidiaries before any court or arbitrator or any Governmental Authority which in any manner draws into question the validity or enforceability of, or could impair the ability of the Loan Parties to perform their respective obligations under, this Agreement, the Notes, the Collateral Documents or any of the other Loan Documents.

SECTION 4.06 Compliance with ERISA.

(a) The Loan Parties and each member of the Controlled Group have fulfilled their obligations under the minimum funding standards of ERISA and the Code with respect to each Plan and are in compliance with the applicable provisions of ERISA and the Code, and have not incurred any liability to the PBGC or a Plan under Title IV of ERISA.

(b) Neither the Loan Parties nor any member of the Controlled Group is or ever has been obligated to contribute to any Multiemployer Plan.

(c) The assets of the Loan Parties or any Subsidiary of any Loan Party do not and will not constitute “plan assets,” within the meaning of ERISA, the Code and the respective regulations promulgated thereunder. The execution, delivery and performance of this Agreement, and the borrowing and repayment of amounts hereunder, do not and will not constitute “prohibited transactions” under ERISA or the Code.

SECTION 4.07 Payment of Taxes. There have been filed on behalf of the Loan Parties and their respective Subsidiaries all Federal, state and local income, excise, property and other tax returns which are required to be filed by them and all taxes due pursuant to such returns or pursuant to any assessment received by or on behalf of the Loan Parties or any Subsidiary have been paid other than those being contested in good faith and by appropriate proceedings diligently conducted and with respect to which such Person has established adequate reserves in accordance with GAAP. The charges, accruals and reserves on the books of the Loan Parties and their respective Subsidiaries in respect of taxes or other governmental charges are, in the opinion of the Loan Parties, adequate. No Loan Party has been given or been requested to give a waiver of the statute of limitation relating to the payment of Federal, state, local or foreign taxes.

SECTION 4.08 Subsidiaries. Each of the Subsidiaries (other than any Foreclosed Subsidiary) of each Loan Party is a corporation, a limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is duly qualified to transact business in every jurisdiction where, by the nature of its business, such qualification is necessary, and has all organizational powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. No Loan Party has any Subsidiaries except those Subsidiaries listed on Schedule 4.08 and as set forth in any Compliance Certificate provided to the Administrative Agent and Lenders pursuant to Section 5.01(c) after the Closing Date, which accurately sets forth each such Subsidiary’s complete name and jurisdiction of organization.

SECTION 4.09 Investment Company Act, Etc. Neither the Borrower nor any of its Affiliates is a “holding company” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935. The Borrower qualifies as an RIC and is an “investment company” that has elected to be a “business development company” as defined in Section 2(a)(48) of the Investment Company Act and is subject to regulation as such under the Investment Company Act including Section 18, as modified by Section 61, of the Investment Company Act. The business and other activities of the Borrower, including but not limited to, the making of the Advances by the Lenders, the application of the proceeds and repayment thereof by the Borrower and the consummation of the transactions contemplated by the Loan Documents to which the Borrower is a party do not result in any violations, with respect to the Borrower, of the provisions of the Investment Company Act or any rules, regulations or orders issued by the SEC thereunder.

SECTION 4.10 All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required in connection with the due execution, delivery and performance by the Loan Parties of this Agreement and any Loan Document to which any Loan Party is a party, have been obtained.

SECTION 4.11 Ownership of Property; Liens. Each of the Loan Parties and their respective Subsidiaries has title or the contractual right to possess its properties sufficient for the conduct of its business and none of such properties is subject to any Lien except as permitted in Section 5.14.

SECTION 4.12 No Default. No Loan Party nor any of their respective Subsidiaries is in default under or with respect to any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have a Material Adverse Effect or to materially affect or alter the business of the Loan Parties as presently conducted. No Default or Event of Default has occurred and is continuing.

SECTION 4.13 Full Disclosure. The Loan Parties have disclosed to the Lenders in writing any and all facts which, alone or in the aggregate, could reasonably be expected to have a Material Adverse Effect or to materially affect or alter the business of the Loan Parties as presently conducted.

SECTION 4.14 Environmental Matters.

(a) No Loan Party nor any Subsidiary of a Loan Party is subject to any Environmental Liability which would reasonably be expected to have a Material Adverse Effect and no Loan Party nor any Subsidiary of a Loan Party has been designated as a potentially responsible party under CERCLA. None of the Properties has been identified on any current or proposed (i) National Priorities List under 40 C.F.R. § 300, (ii) CERCLIS list or (iii) any list arising from a state statute similar to CERCLA.

(b) No Hazardous Materials have been or are being used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, managed or otherwise handled at, or shipped or transported to or from the Properties or are otherwise present at, on, in or under the Properties, or, to the best of the knowledge of the Loan Parties, at or from any adjacent site or facility, except for Hazardous Materials, such as cleaning solvents, pesticides and other materials used, produced, manufactured, processed, treated, recycled, generated, stored, disposed of, and managed or otherwise handled in minimal amounts in the ordinary course of business of such Loan Party or Subsidiary of a Loan Party in compliance with all applicable Environmental Requirements.

(c) The Loan Parties, and each of their respective Subsidiaries, has procured all Environmental Authorizations necessary for the conduct of the business contemplated on such Property, and is in compliance in all material respects with all Environmental Requirements in connection with the operation of the Properties and the Loan Party's, and each of their respective Subsidiary's, respective businesses.

SECTION 4.15 Compliance with Laws. Each Loan Party and each Subsidiary of a Loan Party is in compliance in all material respects with all Applicable Laws, including all Environmental Laws and all regulations and requirements of the SEC and the National Association of Securities Dealers, Inc. (including with respect to timely filing of reports).

SECTION 4.16 Capital Securities. All Capital Securities, debentures, bonds, notes and all other securities of each Loan Party and their respective Subsidiaries presently issued and outstanding are validly and properly issued in accordance, in all material respects, with all Applicable Laws, including, but not limited to, the "Blue Sky" laws of all applicable states and the federal securities laws. The issued shares of Capital Securities of each of the Loan Party's respective Subsidiaries are owned by the Loan Parties free and clear of any Lien or adverse claim.

SECTION 4.17 Margin Stock. No Loan Party nor any of their respective Subsidiaries is engaged principally, or as one of its important activities, in the business of purchasing

or carrying any Margin Stock, and no part of the proceeds of any Advance will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock, or be used for any purpose which violates, or which is inconsistent with, the provisions of Regulation X of the Board of Governors of the Federal Reserve System. Following the application of the proceeds from each Advance, not more than 25% of the value of the assets, either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis, will be "Margin Stock."

SECTION 4.18 Insolvency. After giving effect to the execution and delivery of the Loan Documents and the making of the Advances under this Agreement, no Loan Party will be "insolvent," within the meaning of such term as defined in § 101 of Title 11 of the United States Code or Section 2 of either the Uniform Fraudulent Transfer Act or the Uniform Fraudulent Conveyance Act, or any other applicable state law pertaining to fraudulent transfers, as each may be amended from time to time, or be unable to pay its debts generally as such debts become due, or have an unreasonably small capital to engage in any business or transaction, whether current or contemplated.

SECTION 4.19 Collateral Documents. Upon the execution of the Pledge Agreement, the Security Agreement, the Control Agreements listed in clauses (vi) and (xi) of the definition of "Control Agreement" and the other Collateral Documents to be issued, filed or executed on the Closing Date, the Collateral Documents shall continue to be effective to create in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral, securing the Obligations, and, upon (i) the filing of one or more UCC financing statements in the appropriate jurisdictions (to the extent not previously filed and still in effect) and (ii) delivery of the certificates evidencing shares of stock, partnership interests and other equity interests and delivery of the original notes and other instruments representing debt or other obligations owing to the Loan Parties to the Collateral Custodian as bailee for the Administrative Agent (to the extent not previously delivered), the Administrative Agent shall have or continue to have a fully perfected first priority Lien on, and security interest in, all right, title and interest of the applicable Loan Parties, in such Collateral and the proceeds thereof that can be perfected upon filing of one or more UCC financing statements and execution and delivery of such equity interests, notes and other instruments and such Control Agreements, in each case prior and superior in any right to any other Person. The representations and warranties of the Loan Parties contained in the Collateral Documents are true and correct.

SECTION 4.20 Labor Matters. There are no strikes, lockouts, slowdowns or other labor disputes against any Loan Party or any Subsidiary of any Loan Party pending or, to the knowledge of any Loan Party, threatened. The hours worked by and payment made to employees of the Loan Parties and each Subsidiary of any Loan Party have been in compliance with the Fair Labor Standards Act and any other applicable federal, state or foreign law dealing with such matters. All payments due from the Loan Parties or any of their respective Subsidiaries, or for which any claim may be made against the Loan Parties or any of their respective Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Loan Party or such Subsidiary, as appropriate. No Loan Party nor any Subsidiary of a Loan Party is party to a collective bargaining agreement.

SECTION 4.21 Patents, Trademarks, Etc. The Loan Parties and their respective Subsidiaries own, or are licensed to use, all patents, trademarks, trade names, copyrights, technology, know-how and processes, service marks and rights with respect to the foregoing that are material to the businesses, assets, operations, properties or condition (financial or otherwise) of the Loan Parties and their respective Subsidiaries taken as a whole. The use of such patents, trademarks, trade names, copyrights, technology, know-how, processes and rights with respect to the foregoing by the Loan Parties and their respective Subsidiaries, does not infringe on the rights of any Person.



SECTION 4.22 Insurance. The Loan Parties and each of their Subsidiaries has (either in the name of such Loan Party or in such Subsidiary's name), with insurance companies believed by the Borrower to be financially sound and reputable insurance companies, insurance in at least such amounts and against at least such risks (including on all its property, and public liability and worker's compensation) as are usually insured against in the same general area by companies of established repute engaged in the same or similar business.

SECTION 4.23 Anti-Terrorism Laws. None of the Loan Parties, nor any of their respective Subsidiaries, is in violation of any laws relating to terrorism or money laundering, including the Patriot Act.

SECTION 4.24 Ownership Structure. As of the Closing Date, Schedule 4.24 is a complete and correct list of all Subsidiaries and Affiliates of the Borrower and of each Loan Party setting forth for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each Person holding any Capital Securities in such Subsidiary, (iii) the nature of the Capital Securities held by each such Person, and (iv) the percentage of ownership of such Subsidiary represented by such Capital Securities. Except as disclosed in such Schedule, as of the Closing Date (i) the Borrower and its Subsidiaries owns, free and clear of all Liens and has the unencumbered right to vote, all outstanding Capital Securities in each Person shown to be held by it on such Schedule, (ii) all of the issued and outstanding Capital Securities of each Person is validly issued, fully paid and nonassessable and (iii) there are no outstanding subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including any stockholders' or voting trust agreements) for the issuance, sale, registration or voting of, or outstanding securities convertible into, any additional Capital Securities of any type in, any such Person.

SECTION 4.25 Reports Accurate; Disclosure. All information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Loan Parties to the Administrative Agent or any Lender in connection with this Agreement or any Loan Document, including reports furnished pursuant to Section 4.04, are true, complete and accurate in all material respects; it being recognized by the Administrative Agent and the Lenders that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results. Neither this Agreement, nor any Loan Document, nor any agreement, document, certificate or statement furnished to the Administrative Agent or the Lenders in connection with the transactions contemplated hereby contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. There is no fact known to any Loan Party which materially and adversely affects the Borrower and its Subsidiaries, or in the future is reasonably likely to have a Material Adverse Effect.

SECTION 4.26 Location of Offices. The Borrower's name is Triangle Capital Corporation. The location of Borrower (within the meaning of Article 9 of the UCC) is Maryland. The Borrower has not changed its name, identity, structure, existence or state of formation, whether by amendment of its Organizational Documents, by reorganization or otherwise, or has changed its location (within the meaning of Article 9 of the UCC) within the four (4) months preceding the Closing Date or any subsequent date on which this representation is made.

SECTION 4.27 Affiliate Transactions. Except as permitted by Section 5.27, neither the Borrower nor any Subsidiary nor any other Loan Party is a party to or bound by any agreement

or arrangement (whether oral or written) to which any Affiliate of the Borrower, any Subsidiary or any other Loan Party is a party.

SECTION 4.28 Broker's Fees. Except as set forth in the Joint Lead Arranger's Letter Agreement and Lender's Letter Agreement, no broker's or finder's fee, commission or similar compensation will be payable with respect to the transactions contemplated hereby. Except as set forth in the Joint Lead Arranger's Letter Agreement and Lender's Letter Agreement, no other similar fees or commissions will be payable by any Loan Party for any other services rendered to the Borrower or any of its Subsidiaries ancillary to the transactions contemplated hereby.

SECTION 4.29 Survival of Representations and Warranties, Etc. All statements contained in any certificate, financial statement or other instrument delivered by or on behalf of the Borrower, any Subsidiary or any other Loan Party to the Administrative Agent, the Multicurrency Agent or any Lender pursuant to or in connection with this Agreement or any of the other Loan Documents (including, but not limited to, any such statement made in or in connection with any amendment thereto or any statement contained in any certificate, financial statement or other instrument delivered by or on behalf of any Loan Party prior to the Closing Date and delivered to the Administrative Agent, the Multicurrency Agent or any Lender in connection with the underwriting or closing of the transactions contemplated hereby) shall constitute representations and warranties made by the Loan Parties in favor of the Administrative Agent, the Multicurrency Agent and each of the Lenders under this Agreement. All such representations and warranties shall survive the effectiveness of this Agreement, the execution and delivery of the Loan Documents and the making of the Advances.

SECTION 4.30 Loans and Investments. No Loan Party nor any of their respective Subsidiaries has made a loan, advance or Investment which is outstanding or existing on the Closing Date except (i) Portfolio Investments in the ordinary course of business and consistently with the Investment Policies, (ii) Investments in Subsidiaries and Affiliates as set forth on Schedule 4.24, (iii) Investments in Cash and Cash Equivalents, and (iv) other Investments in existence on the Closing Date and described on Schedule 4.30.

SECTION 4.31 No Default or Event of Default. No event has occurred and is continuing and no condition exists, or would result from any Advance or from the application of the proceeds therefrom, which constitutes or would reasonably be expected to constitute a Default or Event of Default.

SECTION 4.32 Compliance with Sanctions; Anti-Money Laundering Program; Anti-Corruption Laws.

(a) Neither the Borrower nor any of its Subsidiaries nor, to the knowledge of the Borrower, any Affiliate of the Borrower is: (i) subject to sanctions or economic embargoes (collectively, "Sanctions") administered by OFAC, the U.S. Department of State, the European Union, Her Majesty's Treasury, the United Nations Security Council, or any other relevant sanctions authority (collectively, "Sanctions Authority") or (ii) organized or resident in a Sanctioned Country. Furthermore, no part of the proceeds of a loan will be used, directly or indirectly, by the Borrower or, to the knowledge of the Borrower, any Affiliate of the Borrower to finance or facilitate a transaction with a person subject to Sanctions.

(b) The Borrower has implemented an anti-money laundering program to the extent required by the Patriot Act, as amended, and the rules and regulations thereunder.

(c) Neither the Borrower nor any Affiliate of the Borrower and, to the Borrower's knowledge, no director, officer, agent, employee of the Borrower or any Affiliate of the Borrower has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), the UK Bribery Act of 2010, as amended and the rules and regulations thereunder and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively with the FCPA, the "Anti-Corruption Laws"); and each of the Borrower and any Affiliate of the Borrower have conducted their business in compliance with the Anti-Corruption Laws and have instituted and maintained policies and procedures reasonably designed to ensure, and which are reasonably expected to continue to ensure, compliance therewith.

SECTION 4.33 Material Contracts. Schedule 4.33 is, as of the Closing Date, a true, correct and complete listing of all contracts to which any Loan Party is a party, the breach of or failure to perform which, either by a Loan Party or other party to such contract, could reasonably be expected to have a Material Adverse Effect ("Material Contract"). The Borrower, its Subsidiaries and the other Loan Parties that is a party to any Material Contract has performed and is in compliance with all of the material terms of such Material Contract, and no Loan Party has knowledge of any default or event of default, or event or condition which with the giving of notice, the lapse of time, or both, would constitute such a default or event of default, that exists with respect to any such Material Contract.

SECTION 4.34 Collateral-Mortgage Property. With respect to each Mortgaged Property, if any, within the Collateral the Administrative Agent has: (i) a first priority lien upon the fee simple title to the Mortgaged Property; (ii) a first priority lien upon the leases and rents applicable to the Mortgaged Property; (iii) a first priority lien upon all equipment and fixtures applicable to the Mortgaged Property; and (iv) all Mortgaged Property Security Documents reasonably requested by the Administrative Agent.

SECTION 4.35 Mortgaged Properties. As of the Closing Date, Schedule 1.01 is a correct and complete list of all Mortgaged Properties included in the Collateral. As of the Closing Date and as shown on Schedule 1.01, there are no Mortgaged Properties.

SECTION 4.36 Common Enterprise. The successful operation and condition of the Loan Parties is dependent on the continued successful performance of the functions of the group of Loan Parties as a whole and the successful operation of each of the Loan Parties is dependent on the successful performance and operation of each other Loan Party. Each Loan Party expects to derive benefit (and its board of directors or other governing body has determined that it may reasonably be expected to derive benefit), directly and indirectly, from (i) successful operations of each of the other Loan Parties and (ii) the credit extended by the Lenders to the Borrower hereunder, both in their separate capacities and as members of the group of companies. Each Loan Party has determined that execution, delivery, and performance of this Agreement and any other Loan Documents to be executed by such Loan Party is within its purpose, will be of direct and indirect benefit to such Loan Party, and is in its best interest.

SECTION 4.37 Investment Policies. The Investment Policies are fully and accurately described in all material respects in the Borrower's annual report on Form 10-K most recently

filed with the SEC, and any subsequent quarterly reports on Form 10-Q filed with the SEC or any other information filed with the SEC. There have been no material changes in the Investment Policies other than in accordance with this Agreement, and the Borrower has at all times complied in all material respects with the Investment Policies with respect to each Portfolio Investment.

SECTION 4.38 Eligibility of Portfolio Investments. On the date of each Borrowing, (i) the information contained in the Borrowing Base Certification Report delivered pursuant to Article III is an accurate and complete listing in all material respects of all the Eligible Investments that are part of the Collateral as of such date, and the information contained therein with respect to the identity of such Portfolio Investment and the amounts owing thereunder is true and correct in all material respects as of such date and (ii) each such Portfolio Investment is an Eligible Investment.

SECTION 4.39 Portfolio Investments. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Portfolio Investments other than any financing statement that has been terminated and financing statements naming the Administrative Agent for the benefit of the Secured Parties as secured party pursuant to the terms hereof. The Borrower is not aware of the filing of any judgment or tax Lien filings against the Borrower. Each Portfolio Investment was originated without any fraud or material misrepresentation by the Borrower or, to the best of the Borrower's knowledge, on the part of the Issuer.

SECTION 4.40 Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Administrative Agent and the Lenders were utilized by the Borrower in identifying and/or selecting the Portfolio Investments that are part of the Eligible Investments and are included in the Borrowing Base.

SECTION 4.41 Coverage Requirement. The Advances outstanding do not exceed the lesser of (i) the aggregate amount of the Commitments of all of the Lenders and (ii) the Borrowing Base.

## ARTICLE V COVENANTS

The Borrower and Guarantors agree, jointly and severally, that, so long as any Lender has any Revolver Commitment hereunder or any Obligation remains unpaid:

SECTION 5.01 Information. The Borrower will deliver to the Administrative Agent, who will then promptly deliver to the Multicurrency Agent and each of the Lenders:

(a) as soon as available and in any event within 90 days after the end of each Fiscal Year, a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, shareholders' equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all certified by Ernst & Young or other independent public accountants reasonably acceptable to the Administrative Agent, with such certification to be free of exceptions and qualifications not acceptable to the Required Lenders;

(b) as soon as available and in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, consolidated balance sheet of the Borrower and its Consolidated Subsidiaries as of the end of such Fiscal Quarter and the related statement of income and statement of cash flows for such Fiscal Quarter and for the portion of the Fiscal Year ended at the end of such Fiscal Quarter, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter and the corresponding portion of the previous Fiscal Year, all certified (subject to normal year-end adjustments) as to fairness of presentation, GAAP and consistency by the chief financial officer or the principal accounting officer of the Borrower;

(c) simultaneously with the delivery of each set of financial statements referred to in clauses (a) and (b) above, a certificate, substantially in the form of Exhibit J and with compliance calculations in form and content satisfactory to the Administrative Agent (a “Compliance Certificate”), of the chief financial officer or other authorized officers of the Borrower (i) setting forth in reasonable detail the calculations required to establish whether the Loan Parties were in compliance with the requirements of Sections 5.05, 5.07, 5.09, 5.10, 5.11, 5.12 and 5.37 on the date of such financial statements, (ii) setting forth the identities of the respective Subsidiaries on the date of such financial statements, and (iii) stating whether any Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the action which the Loan Parties are taking or propose to take with respect thereto;

(d) as soon as available and in any event within (i) 50 days after the end of each of the first three Fiscal Quarters of a Fiscal Year, and (ii) 90 days after the end of the Fiscal Year (and no later than the delivery date of the financial statements referred to in clauses (a) and (b) above), all external valuation reports relating to the Eligible Investments (including all valuation reports delivered by any valuation firm engaged by the Borrower and any other information relating to the Eligible Investments as reasonably requested by the Administrative Agent or the Required Lenders;

(e) within 5 Business Days after the Borrower becomes aware of the occurrence of any Default or Event of Default, a certificate of the chief financial officer or other authorized officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;

(f) at the request of the Administrative Agent promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed with the SEC, or any Governmental Authority succeeding to any or all functions of said SEC, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be;

(g) if and when the Borrower or any member of the Controlled Group (i) gives or is required to give notice to the PBGC of any “reportable event” (as defined in Section 4043 of ERISA) with respect to any Plan which might constitute grounds for a termination of such Plan under Title IV of ERISA, or knows that the plan administrator of any Plan has given or is required to give notice of any such reportable event, a copy of the notice of such

reportable event given or required to be given to the PBGC; (ii) receives notice of complete or partial withdrawal liability under Title IV of ERISA, a copy of such notice; or (iii) receives notice from the PBGC under Title IV of ERISA of an intent to terminate or appoint a trustee to administer any Plan, a copy of such notice;

(h) promptly after the Borrower knows of the commencement thereof, notice of any litigation, dispute or proceeding (and any material development in respect of such proceedings) involving a claim against a Loan Party and/or any Subsidiary of a Loan Party for \$1,000,000 or more in excess of amounts covered in full by applicable insurance (subject to customary deductibles);

(i) a Borrowing Base Certification Report, substantially in the form of Exhibit E and otherwise in form and content reasonably satisfactory to the Administrative Agent, which report is certified as to truth and accuracy by the chief financial officer or other authorized officer of the Borrower to the knowledge of such individual, including a schedule setting forth in reasonable detail each Portfolio Investment included in the Borrowing Base, the Borrower's calculation for each such Portfolio Investment the (x) leverage ratio of total debt to EBITDA of the Issuer for each such Portfolio Investment, (y) leverage ratio of debt senior to or *pari passu* with and including the tranche that includes the Borrower's Eligible Investment to EBITDA of the Issuer, and (z) in the case of a Last Out Debt Investment, the ratio of the first out tranche to EBITDA of the Issuer (collectively the "Leverage Metrics"), and which report shall be delivered (A) by the tenth Business Day following the last day of each month and (B) by the tenth Business Day following the day a Portfolio Investment enters or leaves the Borrowing Base (including by reason of such Portfolio Investment ceasing to meet one or more requirements for eligibility). The Borrower shall update the Leverage Metrics not less frequently than once a quarter;

(j) promptly at the request of the Administrative Agent, (i) copies of the Investment Documents with respect to any Portfolio Investment and (ii) to the extent not subject to a nondisclosure provision, the most recent valuation report of the Borrower's and its Subsidiaries' loan and investment portfolio, conducted by Duff & Phelps or such other third party appraiser reasonably acceptable to the Administrative Agent; provided that, the Borrower shall use its best efforts to obtain the consent of Duff & Phelps or such other appraiser to release such report to the Administrative Agent;

(k) promptly upon the occurrence of any Internal Control Event which is required to be publicly disclosed of which a Responsible Officer (other than a Responsible Officer committing the fraud constituting such Internal Control Event) has knowledge; and

(l) from time to time such additional information regarding the financial position or business of the Borrower, its Subsidiaries, and each Loan Party as the Administrative Agent, at the request of any Lender, may reasonably request.

For purposes of clauses (a), (b) and (f) of this Section 5.01, all financial statements and other information contained therein filed with the SEC shall be deemed delivered hereunder;

provided, however, that nothing in the foregoing shall be deemed to relieve the Borrower of its obligation to deliver a Compliance Certificate pursuant to clause (c).

SECTION 5.02 Inspection of Property, Books and Records. The Borrower will (i) keep, and will cause each of its Subsidiaries to keep its books and records in conformity with GAAP for all dealings and transactions in relation to its business and activities; (ii) permit, and will cause each Subsidiary of the Borrower and each Loan Party to permit, at reasonable times with at least five (5) Business Days' prior notice (or such lesser time period agreed upon by the Administrative Agent and the Borrower), which notice shall not be required in the case of an emergency, the Administrative Agent or its designee, at the expense of the Borrower and Loan Parties, to perform periodic field audits and investigations of the Borrower, the Loan Parties and the Collateral, from time to time; and (iii) permit, and will cause each Subsidiary to permit, with at least five (5) Business Days' prior notice (or such lesser time period agreed upon by the Administrative Agent and the Borrower), the Administrative Agent or its designee, at the expense of the Borrower and the Loan Parties, to visit and inspect any of their respective properties, to examine and make abstracts from any of their respective books and records and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants; provided that the Borrower shall only be required to reimburse the Administrative Agent for only one such inspection each Fiscal Quarter unless a Default shall have occurred and be continuing. The Loan Parties agree to cooperate and assist in such visits and inspections, in each case at such reasonable times and as often as may reasonably be desired.

SECTION 5.03 Maintenance of RIC Status and Business Development Company; Asset Coverage. The Borrower will maintain its status as a RIC under the Code and as a "business development company" under the Investment Company Act. The Borrower will maintain the percentage amount of "Asset Coverage" (as such term is defined in Section 18 of the Investment Company Act) required by the Investment Company Act as applicable to the Borrower and pursuant to any orders of the SEC issued to the Borrower thereunder.

SECTION 5.04 **[Intentionally Omitted]**.

SECTION 5.05 Asset Coverage. In furtherance and not in limitation of the terms of Section 5.03, the Loan Parties shall not permit the Asset Coverage Ratio to be less than 2.00 to 1.00 at any time.

SECTION 5.06 Sale/Leasebacks. The Loan Parties shall not, nor shall they permit any Subsidiary to, enter into any Sale/Leaseback Transaction.

SECTION 5.07 Minimum Consolidated Tangible Net Worth. Consolidated Tangible Net Worth shall not be less than the sum of (i) \$400,000,000 plus (ii) 50.0% of the cumulative Net Proceeds of Capital Securities/Conversion of Debt received after the Closing Date, calculated quarterly at the end of each Fiscal Quarter.

SECTION 5.08 Acquisitions. No Loan Party nor any Subsidiary of a Loan Party (other than a SBIC Entity) shall make any Acquisition, or take any action to solicit the tender of securities or proxies in respect thereof in order to effect any Acquisition.

SECTION 5.09 Interest Coverage Ratio. The Borrower will maintain, as of the end of each Fiscal Quarter, an Interest Coverage Ratio of not less than 2.00 to 1.00, determined for the period of the four consecutive preceding Fiscal Quarters ending on the date of determination.

SECTION 5.10 Value of Eligible Investments. After the Closing Date, the Borrower will not permit the aggregate Value of the Eligible Investments that can be converted to Cash in fewer than ten (10) Business Days without more than a 5% change in price to be less than 10% of the aggregate principal amount outstanding under the Commitments for more than thirty (30) Business Days during any period when the aggregate principal amount outstanding under the Commitments (less Unrestricted Cash and Cash Equivalents held in an account subject to a Control Agreement) is greater than 90% of the Borrowing Base (less Unrestricted Cash and Cash Equivalents held in an account subject to a Control Agreement).

SECTION 5.11 Loans or Advances. No Loan Party nor any Subsidiary of a Loan Party shall make loans or advances to any Person except: (i) solely to the extent not prohibited by Applicable Laws, employee loans or advances that do not exceed One Hundred Thousand Dollars (\$100,000) in the aggregate at any one time outstanding made on an arms'-length basis in the ordinary course of business and consistently with practices existing on December 31, 2014 and described in the Borrower's Form 10-K for the year ended December 31, 2014 filed with the SEC; (ii) deposits required by government agencies or public utilities; (iii) loans or advances to the Borrower or any Guarantor that is a Consolidated Subsidiary; (iv) loans and advances by or to SBIC Entities, (v) loans or advances consisting of Portfolio Investments, and (vi) loans and advances outstanding on the Closing Date and set forth on Schedule 5.11; provided that after giving effect to the making of any loans, advances or deposits permitted by this Section 5.11, no Default shall have occurred and be continuing. All loans or advances permitted under this Section 5.11 (excluding Noteless Loans) shall be evidenced by written promissory notes. Except as approved by the Administrative Agent in writing, no Loan Party nor any Subsidiary of a Loan Party shall request or receive a promissory note or other instrument from any Issuer in connection with a Noteless Loan.

SECTION 5.12 Restricted Payments. The Loan Parties will not declare or make any Restricted Payment during any Fiscal Year, except that:

- (a) any Loan Party may pay Restricted Payments to another Loan Party;
- (b) any Subsidiary of the Borrower may pay Restricted Payments to the Borrower
- (c) any Subsidiary of the Borrower that is not a Loan Party may pay Restricted Payments to another Subsidiary of the Borrower that is not a Loan Party; and
- (d) the Borrower may declare or make Restricted Payments from time to time in accordance with Applicable Law so long as (i) at the time when any such Restricted Payment is to be made, no Default or Event of Default has occurred and is continuing or would result therefrom, (ii) at the time when any such Restricted Payment is to be made, the aggregate principal of the Advances then outstanding under the Commitments do not exceed eighty percent (80%) of the Borrowing Base calculated on a pro forma basis after



giving effect to such Restricted Payment and (iii) the chief executive officer, chief financial officer or other authorized officer of the Borrower shall have certified to the Administrative Agent and Lenders as to compliance with the preceding clauses in a certificate attaching calculations; provided, however, that notwithstanding the existence of a Default or an Event of Default (other than an Event of Default specified in Sections 6.01(g) or (h)) or a failure to comply with clause (ii) above, the Borrower may pay dividends in an amount equal to its investment company taxable income, net tax-exempt interest income and capital gain net income that are required to be distributed to its shareholders in order to maintain its status as a RIC and to avoid U.S. federal income and excise taxes imposed on RICs.

SECTION 5.13 Investments. No Loan Party nor any Subsidiary of a Loan Party shall make Investments in any Person except as permitted by Sections 5.08 and 5.11(i) through (iv) and except Investments in (i) Cash and Cash Equivalents, (ii) Investments existing on the Closing Date not constituting loans or advances in the Capital Securities of their respective Subsidiaries and equity investments as set forth on Schedule 4.24, (iii) Investments in Subsidiaries that are Loan Parties, (iv) Investments in Subsidiaries that are SBIC Entities provided that immediately prior to and after giving effect to such Investment: (a) no Default shall have occurred and be continuing, and (b) the aggregate principal of the Advances outstanding under the Commitments do not exceed eighty percent (80%) of the Borrowing Base determined and calculated on a pro forma basis after giving effect to such Investment (and on the date of such Investment the Borrower delivers to the Administrative Agent and each Lender a Borrowing Base Certification Report confirming the foregoing Borrowing Base calculation) and (v) Investments in Portfolio Investments (or in the case of Loan Parties or any Subsidiary of a Loan Party other than the Borrower, in securities that would constitute Portfolio Investments if made by the Borrower) made in the ordinary course of business and, in the case of the Borrower, consistent with the Investment Policies, or in the case of any other Loan Party, consistent with such Loan Party's investment policies. Notwithstanding Section 5.08 and this Section 5.13, a Loan Party may transfer assets to an SBIC Entity for the sole purpose of facilitating the transfer of assets from one SBIC Entity (or a Subsidiary that was an SBIC Entity immediately prior to such disposition) to another SBIC Entity, directly or indirectly through such Loan Party (including a distribution of capital from an SBIC Entity to the Borrower, and subsequent Investment by the Borrower to another SBIC Entity).

SECTION 5.14 Negative Pledge. No Loan Party nor any Subsidiary of a Loan Party will create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except:

(a) Liens existing on the date of this Agreement encumbering assets (other than Collateral) securing Debt outstanding on the date of this Agreement, in each case as described and in the principal amounts set forth on Schedule 5.14;

(b) Liens for taxes, assessments or similar charges, incurred in the ordinary course of business that are not yet due and payable or that are being contested in good faith and with due diligence by appropriate proceedings;

(c) pledges or deposits made in the ordinary course of business to secure payment of workers' compensation, or to participate in any fund in connection with workers'

compensation, unemployment insurance, old-age pensions or other social security programs which in no event shall become a Lien prior to any Collateral Documents;

(d) Liens of mechanics, materialmen, warehousemen, carriers or other like liens, securing obligations incurred in the ordinary course of business that: (1) are not yet due and payable and which in no event shall become a Lien prior to any Collateral Documents; or (2) are being contested diligently in good faith pursuant to appropriate proceedings and with respect to which the Loan Party has established reserves reasonably satisfactory to the Administrative Agent and Required Lenders and which in no event shall become a Lien prior to any Collateral Documents;

(e) good faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, not in excess of ten percent (10%) of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business which in no event shall become a Lien prior to any Collateral Document;

(f) any Lien arising out of the refinancing, extension, renewal or refunding of any Debt secured by any Lien permitted by any of the foregoing clauses of this Section, provided that (i) such Debt is not secured by any additional assets, and (ii) the amount of such Debt secured by any such Lien is not increased;

(g) encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which materially impairs the use of such property by Borrower in the operation of its business, and none of which is violated in any material respect by existing or proposed restrictions on land use;

(h) any Lien on Margin Stock;

(i) any Lien imposed as a result of a taking under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority;

(j) Liens securing reasonable and customary fees of banks and other depository institutions on Cash and Cash Equivalents held on deposit with such banks and institutions; provided that such Liens are subordinated to the Liens described in Section 5.14(l);

(k) (i) Liens restricting the ability of any SBIC Entity to encumber its assets pursuant to Applicable Law and (ii) Liens of any SBIC Entity in favor of the U.S. Small Business Administration and its assigns;

(l) Liens securing the Administrative Agent and the Secured Parties created or arising under the Loan Documents;

(m) Liens securing Debt permitted under Section 5.31(d), provided that (i) such Liens do not at any time encumber any property other than property financed by such Debt, (ii) the Debt secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition, and (iii) such Liens attach to such property concurrently with or within ninety (90) days after the acquisition thereof; and

(n) Liens existing at the time the Borrower or any Subsidiary acquires an interest in a Person following a default under a Portfolio Investment.

Notwithstanding anything contained in this Section 5.14 to the contrary, no Loan Party or any Subsidiary of a Loan Party will create, assume or suffer to exist any Lien on the Collateral except the Liens in favor of the Secured Parties under the Collateral Documents and the Permitted Encumbrances, except as permitted in writing by the Required Lenders.

SECTION 5.15 Maintenance of Existence, etc. Each Loan Party shall, and shall cause each Subsidiary of a Loan Party to, maintain its organizational existence and carry on its business in substantially the same manner and in substantially the same line or lines of business or line or lines of business reasonably related to the business now carried on and maintained. Any Subsidiary pledging Collateral hereunder shall be organized as a corporation, limited liability company, limited partnership or other legal entity.

SECTION 5.16 Dissolution. No Loan Party nor any Subsidiary of a Loan Party shall suffer or permit dissolution or liquidation either in whole or in part or redeem or retire any shares of its own Capital Securities or that of any Subsidiary of a Loan Party, except: (1) through corporate or company reorganization to the extent permitted by Section 5.17; (2) Restricted Payments permitted by Section 5.12; or (3) pursuant to the terms of the Organizational Documents of any SBIC Entity.

SECTION 5.17 Consolidations, Mergers and Sales of Assets. No Loan Party will, nor will it permit any Subsidiary of a Loan Party to, consolidate or merge with or into, or sell, lease or otherwise transfer all or any substantial part of its assets to, any other Person, or discontinue or eliminate any business line or segment, provided that (a) Subsidiaries of a Loan Party (excluding Loan Parties) may merge with one another; and (b) a Loan Party or any Subsidiary of a Loan Party may effect a merger if it results in the simultaneous payoff in immediately available funds of the Obligations in their entirety. The foregoing limitation on the sale, lease or other transfer of assets and on the discontinuation or elimination of a business line or segment shall not prohibit divestitures of Portfolio Investments in the ordinary course of business so long as the Borrower and its Subsidiaries shall be in compliance on a pro forma basis, after giving effect to any such divestiture, with the terms and conditions of this Agreement including the financial covenants in this Article V; provided, however, that upon the occurrence and during the continuance of a Default or an Event of Default, the Borrower shall not sell, transfer or otherwise dispose of any asset (including any Portfolio Investment) without the prior written consent of the Administrative Agent.

SECTION 5.18 Use of Proceeds. No portion of the proceeds of any Advance will be used by the Borrower or any Subsidiary (i) in connection with, either directly or indirectly,

any tender offer for stock of any corporation with a view towards obtaining control of such other corporation (other than a Portfolio Investment; provided that the board of directors or comparable governing body of the Issuer in which such Investment is made has approved such offer and change of control), (ii) directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any Margin Stock, or (iii) for any purpose in violation of any Applicable Law or regulation. Except as otherwise provided herein, the proceeds of the Advances may be used: (a) to refinance existing indebtedness of the Borrower under the Existing Credit Agreement and, subject to the terms of Section 5.42, Debt permitted under Sections 5.31(e) and (f); (b) for working capital and other lawful corporate purposes of the Borrower, (c) to pay fees and expenses incurred in connection with this Agreement and (d) for investments in Portfolio Investments by the Borrower. No part of the proceeds of any Advance will be used, whether directly or indirectly, for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulations T, U or X.

SECTION 5.19 Compliance with Laws; Payment of Taxes. Each Loan Party will, and will cause each Subsidiary of a Loan Party and each member of the Controlled Group to, comply in all material respects with Applicable Laws (including but not limited to ERISA and the Patriot Act), regulations and similar requirements of governmental authorities (including but not limited to PBGC), except where the necessity of such compliance is being contested in good faith through appropriate proceedings diligently pursued. Each Loan Party will, and will cause each Subsidiary of a Loan Party to, pay promptly, prior to any delinquency, all taxes, assessments, governmental charges, claims for labor, supplies, rent and other obligations which, if unpaid, might become a lien against the property of a Loan Party or any Subsidiary of a Loan Party, except liabilities being contested in good faith by appropriate proceedings diligently pursued and against which, if requested by the Administrative Agent, the Borrower shall have set up reserves in accordance with GAAP.

SECTION 5.20 Insurance. Each Loan Party will maintain, and will cause each Subsidiary of a Loan Party to maintain (either in the name of such Loan Party or in such Subsidiary's own name), with financially sound and reputable insurance companies, insurance on all its Property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies of established repute engaged in the same or similar business. Upon request, the Loan Parties shall promptly furnish the Administrative Agent copies of all such insurance policies or certificates evidencing such insurance and such other documents and evidence of insurance as the Administrative Agent shall request.

SECTION 5.21 Change in Fiscal Year. No Loan Party will make any significant change in accounting treatment or reporting practices, except as required or permitted by GAAP, or change its Fiscal Year (except to conform with the Fiscal Year of the Borrower) without the consent of the Required Lenders.

SECTION 5.22 Maintenance of Property. Each Loan Party shall, and shall cause each Subsidiary of a Loan Party to, maintain all of its properties and assets in good condition, repair and working order, ordinary wear and tear excepted.

SECTION 5.23 Environmental Notices. Each Loan Party shall furnish to the Lenders and the Administrative Agent prompt written notice of all Environmental Liabilities, pending, threatened or anticipated Environmental Proceedings, Environmental Notices, Environmental Judgments and Orders, and Environmental Releases at, on, in, under or in any way affecting in any material respects the Properties or any adjacent property, and all facts, events, or conditions that could lead to any of the foregoing.

SECTION 5.24 Environmental Matters. No Loan Party or any Subsidiary of a Loan Party will, and the Loan Parties shall use commercially reasonable efforts not to permit any Third Party to, use, produce, manufacture, process, treat, recycle, generate, store, dispose of, manage at, or otherwise handle or ship or transport to or from the Properties any Hazardous Materials except for Hazardous Materials such as cleaning solvents, pesticides and other similar materials used, produced, manufactured, processed, treated, recycled, generated, stored, disposed, managed or otherwise handled in minimal amounts in the ordinary course of business in compliance with all applicable Environmental Requirements.

SECTION 5.25 Environmental Release. Each Loan Party agrees that upon the occurrence of an Environmental Release at, under or on any of the Properties it will act immediately to investigate the extent of, and to take appropriate remedial action to eliminate, such Environmental Release, whether or not ordered or otherwise directed to do so by any Environmental Authority.

SECTION 5.26 Industry Classification Groups. For purposes of this Agreement, the Borrower shall assign each Portfolio Investment to an Industry Classification Group as reasonably determined by the Borrower. To the extent that the Borrower reasonably determines any Eligible Investment is not correlated with the risks of other Eligible Investments in an Industry Classification Group, such Eligible Investment may be assigned by the Borrower to an Industry Classification Group that is more closely correlated to such Eligible Investment. In the absence of any correlation, the Borrower shall be permitted, upon notice to the Administrative Agent for distribution to each Lender, to create additional industry classification groups for the purposes of this Agreement; provided, that no more than three newly created additional industry classification groups shall be in active use at any time.

SECTION 5.27 Transactions with Affiliates. No Loan Party nor any Subsidiary of a Loan Party shall enter into, or be a party to, any transaction with any Affiliate of a Loan Party or such Subsidiary (which Affiliate is not a Loan Party or a Subsidiary of a Loan Party), except as permitted by law and in the ordinary course of business and pursuant to reasonable terms which are no less favorable to the Loan Party or such Subsidiary than would be obtained in a comparable arm's length transaction with a Person which is not an Affiliate.

SECTION 5.28 Joinder of Subsidiaries.

(a) The Loan Parties shall cause any Person which becomes a Domestic Subsidiary of a Loan Party (other than a Foreclosed Subsidiary or any SBIC Entity) after the Closing Date and any Domestic Subsidiary of a Loan Party that ceases to be a SBIC Entity after the Closing Date to become a party to, and agree to be bound by the terms of,

this Agreement and the other Loan Documents pursuant to a Joinder Agreement in the form attached hereto as Exhibit L and otherwise satisfactory to the Administrative Agent in all respects and executed and delivered to the Administrative Agent within ten (10) Business Days after the day on which such Person became a Domestic Subsidiary or ceases to be a SBIC Entity, as the case may be. The Loan Parties shall also cause the items specified in Section 3.01(c), (e), (g) and (h) to be delivered to the Administrative Agent concurrently with the instrument referred to above, modified appropriately to refer to such instrument and such Subsidiary.

(b) The Loan Parties shall, or shall cause any Subsidiary (other than any SBIC Entity) (the “Pledgor Subsidiary”) to pledge: (a) the lesser of 65% or the entire interest of the voting securities and 100% of the non-voting securities owned by the Loan Parties and such Pledgor Subsidiary, of the Capital Securities or equivalent equity interests in any Person which becomes a Foreign Subsidiary after the Closing Date; and (b) the entire interest owned by the Loan Parties and such Pledgor Subsidiary, of the Capital Securities or equivalent equity interest in any Person which becomes a Domestic Subsidiary after the Closing Date or that ceases to be a SBIC Entity after the Closing Date, all pursuant to a Pledge Agreement executed and delivered by the Loan Parties or such Pledgor Subsidiary to the Administrative Agent within ten (10) Business Days after the day on which such Person became a Domestic Subsidiary or ceases to be a SBIC Entity, as the case may be, and shall deliver to the Collateral Custodian, as bailee for the Administrative Agent, such shares of capital stock together with stock powers executed in blank. The Loan Parties shall also cause the items specified in Section 3.01(c), (e), (g) and (h) to be delivered to the Administrative Agent concurrently with the pledge agreement referred to above, modified appropriately to refer to such pledge agreement, the pledgor and such Subsidiary.

(c) Once any Subsidiary becomes a party to this Agreement in accordance with Section 5.28(a) or any Capital Securities (or equivalent equity interests) of a Subsidiary are pledged to the Administrative Agent in accordance with Section 5.28(b), such Subsidiary thereafter shall remain a party to this Agreement and the Capital Securities (or equivalent equity interests) in such Subsidiary (including all initial Subsidiaries) shall remain subject to the pledge to the Administrative Agent, as the case may be, even if such Subsidiary ceases to be a Subsidiary; provided that if a Subsidiary ceases to be a Subsidiary of the Borrower as a result of the Borrower’s transfer or sale of all of the Capital Securities of such Subsidiary owned by Borrower in accordance with and to the extent permitted by the terms of Section 5.17, the Administrative Agent and the Lenders agree to release such Subsidiary from this Agreement and release the Capital Securities of such Subsidiary from the Pledge Agreement.

(d) The Loan Parties acknowledge that (i) the SBIC Entities are not Loan Parties or Guarantors, (ii) the assets of and equity interests in the SBIC Entities are not Collateral and (iii) the capital stock and equity interests of the SBIC Entities have not been pledged. Notwithstanding the fact that the SBIC Entities are not Loan Parties, the SBIC Entities shall be included for purposes of calculating Consolidated EBITDA, Consolidated Interest

Expense, Consolidated Net Investment Income, Consolidated Tangible Net Worth and Depreciation and Amortization.

SECTION 5.29 No Restrictive Agreement.

(a) No Loan Party will, nor will any Loan Party permit any of its Subsidiaries to, enter into, after the date of this Agreement, any indenture, agreement, instrument or other arrangement that, directly or indirectly, prohibits or restrains, or has the effect of prohibiting or restraining, or imposes materially adverse conditions upon, any of the following by such Loan Party or any such Subsidiary: (i) the incurrence or payment of Debt, (ii) the granting of Liens (other than normal and customary restrictions on the granting of Liens on Capital Securities issued by a Person other than a Subsidiary in respect of any Portfolio Investment made in the ordinary course of business) or (iii) the making of loans, advances or Investments or the sale, assignment, transfer or other disposition of property, real, personal or mixed, intangible or tangible; except, in each case, for (x) prohibitions and restraints on SBIC Entities relating to or arising from the ordinary course of business as a result of Applicable Law; and (y) prohibitions and restraints imposed pursuant to any such indenture, agreement, instrument or other arrangement relating to Debt incurred pursuant to Section 5.31(e) of this Agreement other than any such prohibitions or restraints in respect of such Debt that would, directly or indirectly, prohibit or restrain, or have the effect of prohibiting or restraining, or impose materially adverse conditions upon: (A) the payment of the Obligations, (B) except as required pursuant to the Investment Company Act, any Loan Party's ability to use proceeds received by it from the incurrence of such Debt, the making of loans, advances or Investments or the sale, assignment, transfer or other disposition of property, real, personal or mixed or tangible, repay the Obligations, in whole or in part, or (C) the granting of Liens to secure the Obligations and any extensions, renewals or refinancings thereof.

(b) No Loan Party will, nor will any Loan Party permit any of its Subsidiaries to, enter into, after the date of this Agreement, any indenture, agreement, instrument or other arrangement that, directly or indirectly, prohibits or restrains, or has the effect of prohibiting or restraining, or imposes materially adverse conditions upon, the ability of the Loan Party or any of its Subsidiaries to declare or pay Restricted Payments or other distributions in respect of Capital Securities of the Loan Party or any Subsidiary, except for (i) prohibitions and restraints on the SBIC Entities relating to or arising from the ordinary course of business relating to or arising from Applicable Law, and (ii) with respect to any such indenture, agreement, instrument or other arrangement relating to any Debt incurred pursuant to Section 5.31(e) of this Agreement, any such prohibitions, restraints or conditions (x) imposed by the Investment Company Act or (y) that are not more adverse or restrictive on any Loan Party or any Subsidiary than any prohibition, restraint or condition contained in any indenture, agreement, instrument or other arrangement, as in effect as of the date of this Agreement, relating to any such Debt outstanding as of the date of this Agreement.

SECTION 5.30 Partnerships and Joint Ventures. Without the prior written consent of the Required Lenders, no Loan Party shall become a general partner in any general or limited partnership or a joint venturer in any joint venture, other than the SBIC Entities; provided,

that any investment that is accounted for as a portfolio investment under GAAP by any Loan Party shall not be considered to be a participation in a joint venture.

SECTION 5.31 Additional Debt. No Loan Party or Subsidiary of a Loan Party shall directly or indirectly issue, assume, create, incur or suffer to exist any Debt or the equivalent (including obligations under capital leases), except for: (a) the Debt owed to the Lenders and Hedge Counterparties under the Loan Documents; (b) Debt of SBIC Entities; (c) the Debt existing and outstanding on the Closing Date described on Schedule 5.31; (d) purchase money Debt hereafter incurred by the Borrower or any of its Subsidiaries to finance the purchase of equipment so long as (i) such Debt when incurred shall not exceed the purchase price of the asset(s) financed, and (ii) the aggregate outstanding principal amount of all Debt permitted under this clause (d) shall not at any time exceed \$3,000,000.00; (e) Unsecured Longer-Term Indebtedness; (f) Debt evidenced by the 2019 Notes, March 2022 Notes and December 2022 Notes; (g) the obligations of the Borrower under Permitted SBIC Guarantees; and (h) Debt of the Borrower or any Subsidiary to the Borrower or any other Subsidiary, provided (i) such Debt shall not have been transferred to any Person other than the Borrower or any Subsidiary and (ii) any such Debt owing by any Loan Party shall be unsecured and subordinated in right of payment to the Obligations. For the avoidance of doubt, any Debt incurred after the date hereof shall not be deemed to be in violation of clause (e) as a result of an extension to the Termination Date effective after the original incurrence of such Debt.

SECTION 5.32 [Intentionally Omitted].

SECTION 5.33 Modifications of Organizational Documents. The Borrower shall not, and shall not permit any Loan Party or other Subsidiary to, amend, supplement, restate or otherwise modify its Organizational Documents or Operating Documents or other applicable document if such amendment, supplement, restatement or other modification has or would reasonably be expected to have a Material Adverse Effect.

SECTION 5.34 ERISA Exemptions. The Loan Parties shall not permit any of their respective assets to become or be deemed to be "plan assets" within the meaning of ERISA, the Code and the respective regulations promulgated thereunder.

SECTION 5.35 Hedge Transactions. The Loan Parties will not, and will not permit any of their Subsidiaries to, enter into any Hedge Transaction, other than Hedge Transactions entered into in the ordinary course of business to hedge or mitigate risks to which the Loan Parties are exposed in the conduct of their business or the management of their liabilities. Solely for the avoidance of doubt, the Borrower acknowledges that a Hedge Transaction entered into for speculative purposes or of a speculative nature (which shall be deemed to include any Hedge Transaction under which any Loan Party is or may become obliged to make any payment (i) in connection with the purchase by any third party of any common stock or any Debt or (ii) as a result of changes in the market value of any common stock or any Debt) is not a Hedge Transaction entered into in the ordinary course of business to hedge or mitigate risks.

SECTION 5.36 Performance of Loan Documents. Each Loan Party will at its own expense duly fulfill and comply with all obligations on its part to be fulfilled or complied with under or in connection with the Collateral and all documents related thereto and will do nothing



to impair the rights of any Loan Party or the Administrative Agent, as agent for the Secured Parties, or of the Secured Parties in, to and under the Collateral. Each Loan Party shall clearly and unambiguously set forth, in a manner reasonably satisfactory to the Administrative Agent, in its financial statements filed with the SEC that the Administrative Agent, as agent for the Secured Parties has the interest therein granted by the Loan Parties pursuant to the Loan Documents.

SECTION 5.37 Operating Leases. Other than operating leases in amounts not to exceed \$50,000 individually or \$500,000 in the aggregate, no Loan Party nor any Subsidiary of a Loan Party shall create, assume or suffer to exist any operating lease except operating leases which: (A) (1) are entered into in the ordinary course of business, and (2) the aggregate indebtedness, liabilities and obligations of the Loan Parties under all such operating leases during any period of four (4) consecutive Fiscal Quarters shall at no time exceed \$3,000,000; (B) are between a Borrower or Guarantor, as landlord and a Borrower or Guarantor as tenant; or (C) are set forth on Schedule 5.37.

SECTION 5.38 [Intentionally Omitted].

SECTION 5.39 Compliance with Investment Policies and Investment Documents. The Borrower shall, and shall cause its Subsidiaries to, comply at all times with its Investment Policies in all material respects and, at their own expense, timely and fully perform and comply with all material provisions, covenants and other promises required to be observed by each of them under the Portfolio Investments and the related Investment Documents. The Borrower shall furnish to the Administrative Agent, prior to its effective date, prompt notice of any changes in the Investment Policies and shall not agree to or otherwise permit to occur any modification of the Investment Policies in any manner that would or would reasonably be expected to adversely affect the interests or remedies of the Administrative Agent or the Secured Parties under this Agreement or any Loan Document or impair the collectability of any Portfolio Investment without the prior written consent of the Administrative Agent and the Required Lenders.

SECTION 5.40 Delivery of Collateral to Collateral Custodian. As soon as reasonably practical after making a Portfolio Investment, the Borrower shall deliver possession of all "instruments" (within the meaning of Article 9 of the UCC) not constituting part of "chattel paper" (within the meaning of Article 9 of the UCC) that evidence any Investment which are actually received by Borrower (including equity Investments held by the Guarantors), including all original promissory notes, and certificated securities to the Administrative Agent for the benefit of the Secured Parties, or to a Collateral Custodian on its behalf, indorsed in blank without recourse and transfer powers executed in blank, as applicable. Borrower shall make commercially reasonable efforts to deliver such "instruments" within sixty (60) Business Days after making a Portfolio Investment.

SECTION 5.41 Custody Agreements. No Loan Party shall enter into any custody agreement or equivalent arrangement with any person to hold securities, cash or other assets of any Loan Party unless the Person acting as custodian shall have delivered a Custodial Agreement and, if requested by the Administrative Agent, a Control Agreement, to the Administrative Agent (in each case in form and substance satisfactory to the Administrative Agent).

SECTION 5.42 Prepayment and Amendment of Certain Debt. The Borrower will not, and will not permit any Subsidiary to:

(a) redeem, retire or otherwise acquire for value, or set apart any money for a sinking, defeasance or other analogous fund for the purchase, redemption, retirement or other acquisition of or make any voluntary payment or prepayment of the principal of or interest on, or any other amount owing in respect of, any Debt permitted under Section 5.31(e) and (f) (collectively, "Voluntary Payments"), but not including any regularly scheduled payments of interest, and customary fees and expenses in respect of any Debt permitted under Section 5.31(e) and (f) (it being understood that in the case of Unsecured Longer-Term Indebtedness convertible into Capital Securities: (i) the cash payments of accrued interest and other reasonable and customary expenses made by Borrower in respect of the conversion features thereof; and (ii) the conversion of such Unsecured Longer-Term Indebtedness into common stock of the Borrower that after issuance is not subject to any agreement between the holder of such common stock and any Loan Party where a Loan Party is required to purchase, redeem, retire, acquire, cancel or terminate any such common stock shall be permitted by this Section 5.42); provided that so long as the Voluntary Payment Conditions (as defined herein) are satisfied: (1) the Borrower may make a Voluntary Payment of Debt with the proceeds of (i) Debt permitted under Section 5.31(e), or (ii) an issuance by the Borrower of its Capital Securities; and (2) at any time on or prior to the third anniversary of the Closing Date, the Borrower may make a Voluntary Payment of Debt so long as the aggregate principal of the Advances outstanding under the Commitments do not exceed eighty percent (80%) of the Borrowing Base determined and calculated on a pro forma basis after giving effect to such Voluntary Payment (and on the date of such Voluntary Payment the Borrower delivers to the Administrative Agent and each Lender a Borrowing Base Certification Report confirming the foregoing Borrowing Base calculation). As used herein, "Voluntary Payment Conditions" shall mean as to each Voluntary Payment (i) immediately prior to and after giving effect to such Voluntary Payment, no Default shall have occurred and be continuing, and (ii) after giving effect to such Voluntary Payment, the Borrower shall be in pro forma compliance with each of the covenants set forth in Sections 5.05 and 5.07 (and on the date of such Voluntary Payment, the Borrower shall deliver to the Administrative Agent a certificate of a Financial Officer to such effect); or

(b) amend, modify, waive, or extend or permit the amendment, modification, waiver or extension of any term of any document governing or relating to any Debt permitted under Sections 5.31(e) or (f) in a manner that is inconsistent with the requirements of for Unsecured Longer-Term Indebtedness.

For the avoidance of doubt, the restrictions in this Section 5.42 shall not apply to or affect any Debt of the SBIC Entities.

## ARTICLE VI DEFAULTS

SECTION 6.01 Events of Default. If one or more of the following events (“Events of Default”) shall have occurred and be continuing:

(a) the Borrower shall fail to pay when due any principal of any Advance (including any Advance or portion thereof to be repaid pursuant to Section 2.11) or shall fail to pay any interest on any Advance within three Business Days after such interest shall become due, or any Loan Party shall fail to pay any fee or other amount payable hereunder within three Business Days after such fee or other amount becomes due; or

(b) any Loan Party shall fail to observe or perform any covenant contained in Section 5.01(e) and (i), 5.02 (ii) and (iii), 5.03, 5.05, 5.06, 5.07, 5.08, 5.09, 5.12, 5.13, 5.14, 5.16, 5.17, 5.18, 5.29, 5.31, 5.33, 5.34, 5.41 and 5.42; or

(c) any Loan Party shall fail to observe or perform any covenant or agreement contained or incorporated by reference in this Agreement (other than those covered by clause (a) or (b) above or clauses (n) or (q) below) or any other Loan Document; provided that such failure continues for (1) ten (10) days in the case of Section 5.01, Section 5.11 or 5.27 or (2) otherwise, thirty days, in each case after the earlier of (A) the first day on which any Loan Party has knowledge of such failure or (B) written notice thereof has been given to the Borrower by the Administrative Agent at the request of any Lender; or

(d) any representation, warranty, certification or statement made or deemed made by the Loan Parties in Article IV of this Agreement, any other Loan Document or in any financial statement, material certificate or other material document or report delivered pursuant to any Loan Document, including, without limitation, any Borrowing Base Certification Report and any Compliance Certificate, shall prove to have been untrue or misleading in any material respect when made (or deemed made); or

(e) any Loan Party or any Subsidiary of a Loan Party shall fail to make any payment in respect of Debt (other than the Notes) having an aggregate principal amount in excess of \$1,000,000.00 after expiration of any applicable cure or grace period; or

(f) any event or condition shall occur which results in the acceleration of the maturity of Debt outstanding of any Loan Party or any Subsidiary of a Loan Party in an aggregate principal amount in excess of \$1,000,000.00 or the mandatory prepayment or purchase of such Debt by any Loan Party (or its designee) or such Subsidiary of a Loan Party (or its designee) prior to the scheduled maturity thereof, or enables (or, with the giving of notice or lapse of time or both, would enable) the holders of such Debt or commitment to provide such Debt or any Person acting on such holders’ behalf to accelerate the maturity thereof, terminate any such commitment or require the mandatory prepayment or purchase thereof prior to the scheduled maturity thereof, without regard to whether such holders or other Person shall have exercised or waived their right to do so; or

(g) any Loan Party or any Subsidiary of a Loan Party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, administrator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally, or shall admit in writing its inability, to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(h) an involuntary case or other proceeding shall be commenced against any Loan Party or any Subsidiary of a Loan Party seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, administrator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against any Loan Party or any Subsidiary of a Loan Party under the federal bankruptcy laws as now or hereafter in effect; or

(i) any Loan Party or any member of the Controlled Group shall fail to pay when due any material amount which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Plan or Plans shall be filed under Title IV of ERISA by any Loan Party, any member of the Controlled Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within 30 days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated; or

(j) one or more judgments or orders for the payment of money in an aggregate amount in excess of \$1,000,000.00 (after taking into account the application of insurance proceeds) shall be rendered against any Loan Party or any Subsidiary of a Loan Party and such judgment or order shall continue unsatisfied and unstayed for a period of 60 days; or

(k) a federal tax lien shall be filed against any Loan Party or any Subsidiary of a Loan Party under Section 6323 of the Code or a lien of the PBGC shall be filed against any Loan Party or any Subsidiary of a Loan Party under Section 4068 of ERISA and in either case such lien shall remain undischarged for a period of 60 days after the date of filing; or

(l) a Change in Control shall occur; or

(m) the Administrative Agent, as agent for the Secured Parties, shall fail for any reason to have a valid first priority security interest in any of the Collateral (other than by reason of any act or omission solely on behalf of the Administrative Agent); or

(n) a default or event of default shall occur and be continuing under any of the Collateral Documents or any Loan Party shall fail to observe or perform any material obligation to be observed or performed by it under any Collateral Document, and such default, event of default or failure to perform or observe any obligation continues beyond any applicable cure or grace period provided in such Collateral Document; or

(o) a default or event of default shall occur and be continuing under any of the Material Contracts that would reasonably be likely to have a Material Adverse Effect or any Loan Party shall fail to observe or perform any material provision or any payment obligation to be observed or performed by it under any Material Contract, and such default, event of default or failure to perform or observe any such provision or obligation continues beyond any applicable cure or grace period provided in such Material Contract; or

(p) the Borrower or any of its Subsidiaries shall cause or permit the occurrence of any condition or event that would result in any recourse to any Loan Party under any Permitted SBIC Guarantee; or

(q) (i) any of the Guarantors shall fail to pay when due any Guaranteed Obligations (after giving effect to any applicable grace period) or shall fail to pay any fee or other amount payable hereunder when due; or (ii) any Guarantor shall disaffirm, contest or deny its obligations under Article X; or

(r) if the Borrower at any time fails to own (directly or indirectly, through Wholly Owned Subsidiaries) 100% of the outstanding shares of the voting stock, voting membership interests or equivalent equity interests of each Guarantor; or

(s) any Loan Party shall (or shall attempt to) disaffirm, contest or deny its obligations under any Loan Document or any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms; or

(t) a Collateral Custodian that is in the possession of any Collateral (1) shall (or shall attempt to) disaffirm, contest or deny its obligations under, or terminates or attempts to terminate, or is in default of its obligations under, a Custodial Agreement or (2) ceases in any respect to be acceptable to the Administrative Agent in its reasonable discretion and, in each case, such Collateral Custodian is not replaced by, and any Collateral held by such Collateral Custodian is not delivered to, a replacement Collateral Custodian satisfactory to the Administrative Agent within 10 days after (A) the first date of such occurrence, in the case of clause (1) or (B) the date written notice thereof has been given to the Borrower by the Administrative Agent, in the case of clause (2); or

(u) any SBIC Entity becomes the subject of an enforcement action and is transferred into liquidation status by the U.S. Small Business Administration; or

(v) the Borrower agrees or consents to, or otherwise permits any amendment, modification, change, supplement or rescission of or to the Investment Policies in whole or in part that has or would reasonably be expected to adversely affect the interests or remedies of the Administrative Agent or the Secured Parties under this Agreement or any Loan Document or impair the collectability of any Portfolio Investment without the prior written consent of the Administrative Agent; or

(w) the occurrence of any event, act or condition which the Required Lenders determine either does or has a reasonable probability of causing a Material Adverse Effect,

then, and in every such event, the Administrative Agent shall (i) if requested by the Required Lenders, by written notice to the Borrower terminate the Commitments and they shall thereupon terminate; (ii) if requested by the Swingline Lender, by notice to the Borrower, terminate the Swingline facility set forth in Section 2.01(b); and (iii) if requested by the Required Lenders, by written notice to the Borrower declare the Notes (together with accrued interest thereon) and all other amounts payable hereunder and under the other Loan Documents to be, and the Notes (together with all accrued interest thereon) and all other amounts payable hereunder and under the other Loan Documents shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties; provided that on a CAM Exchange Date (including without limitation a date that any Event of Default specified in clause (g) or (h) above occurs with respect to any Loan Party or any Subsidiary of a Loan Party), without any notice to any Loan Party or any other act by the Administrative Agent, the Multicurrency Agent or the Lenders, the Commitments shall thereupon automatically terminate and the Swingline facility set forth in Section 2.01(b) shall thereupon automatically terminate and the Notes, including the Swing Advance Notes, (together with all accrued interest thereon) and all other amounts payable hereunder and under the other Loan Documents shall automatically become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties. Notwithstanding the foregoing, the Administrative Agent shall have available to it all rights and remedies provided under the Loan Documents (including the rights of a secured party pursuant to the Collateral Documents) and in addition thereto, all other rights and remedies at law or equity, and the Administrative Agent shall exercise any one or all of them at the request of the Required Lenders.

SECTION 6.02 Notice of Default. The Administrative Agent shall give written notice to the Borrower of any Default under Section 6.01(c) promptly upon being requested to do so by any Lender and shall thereupon notify the Multicurrency Agent and all the Lenders thereof.

SECTION 6.03 CAM Exchange. Notwithstanding anything to the contrary contained herein, on the CAM Exchange Date, to the extent not otherwise prohibited by law, (a) the Commitments shall automatically and without further act be terminated, (b) the Lenders shall automatically and without further act be deemed to have exchanged interests in the Designated Obligations such that, in lieu of the interests of each Lender in the Designated Obligations under each Advance in which it shall participate as of such date, such Lender shall own an interest equal to such Lender's CAM Percentage in the Designated Obligations under each of the Advances,

whether or not such Lender shall previously have participated therein, and (c) simultaneously with the deemed exchange of interests pursuant to clause (a) above, the interests in the Designated Obligations to be received in such deemed exchange shall, automatically and with no further action required, be converted into the Dollar Equivalent of such amount (as of the Business Day immediately prior to the CAM Exchange Date) and on and after such date all amounts accruing and owed to the Lenders in respect of such Designated Obligations shall accrue and be payable in Dollars at the rate otherwise applicable hereunder. Each Lender, each Person acquiring a participation from any Lender as contemplated by Section 9.07 and the Borrower hereby consents and agrees to the CAM Exchange. It is understood and agreed that the CAM Exchange, in itself, will not affect the aggregate amount of Designated Obligations owing by the Loan Parties. The Borrower and the Lenders agree from time to time to execute and deliver to the Administrative Agent and the Multicurrency Agent all such promissory notes and other instruments and documents as the Administrative Agent and/or the Multicurrency Agent shall reasonably request to evidence and confirm the respective interests and obligations of the Lenders after giving effect to the CAM Exchange, and each Lender agrees to surrender any Notes originally received by it in connection with its Advances hereunder to the Applicable Agent against delivery of any promissory notes so executed and delivered; provided that the failure of the Borrower to execute or deliver or of any Lender to accept such promissory note, instrument or document shall not affect the validity or effectiveness of the CAM Exchange.

As a result of the CAM Exchange, on and after the CAM Exchange Date, each payment received by the Administrative Agent pursuant to any Loan Document in respect of the Designated Obligations shall be distributed, subject to Section 6.04, to the Lenders pro rata in accordance with their respective CAM Percentages (to be redetermined as of each such date of payment). Any direct payment received by a Lender on or after the CAM Exchange Date, including by way of set-off, in respect of a Designated Obligation shall be paid over to the Administrative Agent for distribution to the Lenders in accordance herewith.

SECTION 6.04 Allocation of Proceeds. On and after the CAM Exchange Date, all payments received by the Administrative Agent hereunder or under the other Loan Documents, in respect of any principal of or interest on the Obligations or any other amounts payable by the Borrower or any other Loan Party hereunder or under the other Loan Documents, shall be applied by the Administrative Agent in the following order:

(a) To payment of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article VIII and Section 2.12) payable to the Administrative Agent in its capacity as such; and then

(b) To payment of that portion of the Obligations constituting indemnities, Credit Party Expenses and other amounts (other than principal, interest and fees) payable to the Lenders and the Multicurrency Agent (including fees, charges and disbursements of counsel to the Multicurrency Agent and the respective Lenders and amounts payable under Article VIII and Section 2.12), ratably among them in proportion to the amounts described in this clause payable to them; and then

(c) To the extent that Swing Advances have not been refinanced by a Revolving Advance, payment to the Swingline Lender of that portion of the Obligations constituting accrued but unpaid interest on the Swing Advances; and then

(d) To payment of that portion of the Obligations constituting accrued and unpaid interest on the Revolver Advances, Multicurrency Advances and other Obligations, and fees (including unused commitment fees), ratably among the Lenders in proportion to the respective amounts described in this clause payable to them; and then

(e) To the extent that Swing Advances have not been refinanced by a Revolver Advance, to payment of the Swingline Lender of that portion of the Obligations constituting unpaid principal of the Swing Advances; and then

(f) To payment of that portion of the Obligations constituting unpaid principal of the Revolver Advances and the Multicurrency Advances ratably among the Lenders in proportion to the respective amounts described in this clause held by them; and then

(g) To payment of all other Obligations (excluding any Obligations arising from Cash Management Services and Bank Products), ratably among the Secured Parties in proportion to the respective amounts described in this clause held by them; and then

(h) To payment of all other Obligations arising from Bank Products and Cash Management Services to the extent secured under the Collateral Documents, ratably among the Secured Parties in proportion to the respective amounts described in this clause held by them; and then

(i) The balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Loan Parties or as otherwise required by law;

provided, that Excluded Swap Obligations with respect to any Guarantor shall not be paid with amounts received from such Guarantor or its assets, but appropriate adjustments shall be made with respect to payment from other Loan Parties to preserve the Obligations otherwise set forth above in this Section 6.04.

## ARTICLE VII AGENTS

SECTION 7.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints Branch Banking and Trust Company to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Each of the Lenders hereby irrevocably appoints ING Capital LLC to act on its behalf as the Multicurrency Agent hereunder and under the other Loan Documents and authorizes the Multicurrency Agent to take such actions on its behalf and to exercise such powers as are



delegated to the Multicurrency Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Multicurrency Agent and the Lenders and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent or the Multicurrency Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

SECTION 7.02 Rights as a Lender. Each Person serving as an Administrative Agent or a Multicurrency Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Multicurrency Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent or the Multicurrency Agent, as the case may be, hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Multicurrency Agent hereunder and without any duty to account therefor to the Lenders.

SECTION 7.03 Exculpatory Provisions. The Administrative Agent and the Multicurrency Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent and the Multicurrency Agent, as applicable:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or the Multicurrency Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Multicurrency Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or

obtained by the Person serving as the Administrative Agent, the Multicurrency Agent or any of their respective Affiliates in any capacity.

The Administrative Agent and the Multicurrency Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent or the Multicurrency Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 9.05 and 6.01) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The Administrative Agent and the Multicurrency Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent and the Multicurrency Agent by the Borrower or a Lender.

The Administrative Agent and the Multicurrency Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent and the Multicurrency Agent.

**SECTION 7.04 Reliance by Agents.** The Administrative Agent and the Multicurrency Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent and the Multicurrency Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of an Advance, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent and the Multicurrency Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent and the Multicurrency Agent shall have received notice to the contrary from such Lender prior to the making of such Advance. The Administrative Agent and the Multicurrency 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.

**SECTION 7.05 Delegation of Duties.** Each of the Administrative Agent and the Multicurrency Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Applicable Agent. The Applicable Agent and any such sub-agent may perform any and all

of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Applicable Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Multicurrency Agent. Neither the Administrative Agent nor the Multicurrency Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Applicable Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 7.06 Resignation of Agents. The Administrative Agent and the Multicurrency Agent may each, at any time, give written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such written notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States of America, reasonably acceptable to Borrower, or an Affiliate of any such bank with an office in the United States of America. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent or Multicurrency Agent, as applicable, gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent or Multicurrency Agent, as applicable, may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent or Multicurrency Agent, as applicable, reasonably acceptable to Borrower, meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date. With effect from the Resignation Effective Date, the retiring Administrative Agent or Multicurrency Agent, as applicable, shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and all payments, communications and determinations provided to be made by, to or through the Administrative Agent or Multicurrency Agent, as applicable, shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent or Multicurrency Agent, as applicable, as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Administrative Agent or Multicurrency Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent or Multicurrency Agent, as applicable, and the retiring Administrative Agent or Multicurrency Agent, as applicable, shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Borrower to a successor Administrative Agent or Multicurrency Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Multicurrency Agent's, as applicable, resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent or Multicurrency Agent, as applicable, their respective sub-agents and their respective Related Parties

in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent or Multicurrency Agent, as applicable, was acting as Administrative Agent or Multicurrency Agent, as applicable.

SECTION 7.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Multicurrency Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Multicurrency Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 7.08 No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Arrangers listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Multicurrency Agent or a Lender hereunder.

SECTION 7.09 Other Agents. The Borrower and each Lender hereby acknowledges that any Lender designated as an "Agent" on the signature pages hereof (other than the Administrative Agent or the Multicurrency Agent) shall not have any obligations, duties or liabilities hereunder other than in its capacity as a Lender.

SECTION 7.10 Hedging Agreements, Cash Management Services and Bank Products. Except as otherwise expressly set forth herein or in any Collateral Document, no Bank Product Bank, Cash Management Bank or Hedge Counterparty that obtains the guarantees hereunder or any Collateral by virtue of the provisions hereof or of any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) or any Guaranty (including the release or impairment of any Guaranty) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article VII to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under or related to Cash Management Services, Bank Products and Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank, Bank Product Bank or Hedge Counterparty, as the case may be.

SECTION 7.11 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Advance or Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent or the Multicurrency Agent shall

have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Advances and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Administrative Agent and the Multicurrency Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Multicurrency Agent and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Multicurrency Agent, and the Administrative Agent under Sections 2.07 or 9.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the Multicurrency Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Multicurrency Agent and the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 or 9.03.

#### SECTION 7.12 Collateral and Guaranty Matters.

(a) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion,

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (x) upon termination of all Commitments and payment in full of all Obligations (other than contingent indemnification obligations), (y) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (z) subject to Section 9.05, if approved, authorized or ratified in writing by the Required Lenders;

(ii) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 5.14(m); and

(iii) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in

particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 7.12.

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

## ARTICLE VIII CHANGE IN CIRCUMSTANCES; COMPENSATION

SECTION 8.01 Basis for Determining Interest Rate Inadequate or Unfair. If on or prior to the first day of any Interest Period for any Eurocurrency Borrowing (the Currency of such Borrowing herein called the "Affected Currency") or the first day of any Interest Period for any Index Euro-Dollar Borrowing:

(a) the Applicable Agent or the Multicurrency Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted London InterBank Offered Rate for the Affected Currency for such Interest Period, CDOR Rate for Canadian Dollars (if such Affected Currency is Canadian Dollars) for such Interest Period, or the Adjusted Index Euro-Dollar Rate for Dollars for such Interest Period; or

(b) the Applicable Agent is advised by the Required Multicurrency Lenders that the Adjusted London InterBank Offered Rate for the Affected Currency for such Interest Period, the Required Multicurrency Lenders that the CDOR Rate for Canadian Dollars (if such Affected Currency is Canadian Dollars) for such Interest Period or the Required Lenders that the Adjusted Index Euro-Dollar Rate for Dollars for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their respective Advances included in such Borrowing for such Interest Period,

the Applicable Agent shall forthwith give written notice thereof to the Borrower and the affected Lenders, whereupon until the Applicable Agent notifies the Borrower that the circumstances giving rise to such suspension no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or the continuation of any Borrowing as, a Eurocurrency Borrowing and denominated in the Affected Currency shall be ineffective and, such Borrowing (unless prepaid) shall be continued as, or converted to, a Base Rate Borrowing and, if the Affected Currency is a Foreign Currency, such Borrowing shall be converted to Dollars based on the Dollar Equivalent at such time, (ii) if any Borrowing Request requests an Index Euro-Dollar Borrowing, such Borrowing shall be made as a Base Rate Borrowing and (iii) if the Affected Currency is a Foreign Currency, any Borrowing Request that requests a Eurocurrency Borrowing denominated in the Affected Currency shall be ineffective.

SECTION 8.02 Illegality. If, after the date hereof, any Change in Law shall make it unlawful or impossible for any Lender (or its Lending Office) to make, maintain or fund its Eurocurrency Advances or Index Euro-Dollar Advances and such Lender shall so notify the Administrative Agent and the Multicurrency Agent, the Administrative Agent and the Multicurrency Agent shall forthwith give written notice thereof to the other Lenders and the Borrower, whereupon until such Lender notifies the Borrower and the Administrative Agent and the Multicurrency Agent that the circumstances giving rise to such suspension no longer exist, the obligation of such Lender to make or permit continuations or conversions of Eurocurrency Advances shall be suspended. Before giving any notice to the Administrative Agent and the Multicurrency Agent pursuant to this Section, such Lender shall designate a different Lending Office if such designation will avoid the need for giving such notice and will not, in the judgment of such Lender, be otherwise disadvantageous to such Lender. If such Lender shall determine that it may not lawfully continue to maintain and fund any of its portion of the outstanding Eurocurrency Advances or Index Euro-Dollar Advances to maturity and shall so specify in such notice, the Borrower shall immediately prepay in full the then outstanding principal amount of the Eurocurrency Advances or Index Euro-Dollar Advances of such Lender, together with accrued interest thereon and any amount due such Lender pursuant to Section 8.05. Concurrently with prepaying such Eurocurrency Advances or Index Euro-Dollar Advances, the Borrower shall borrow a Base Rate Advance in an equal principal amount from such Lender (on which interest and principal shall be payable contemporaneously with the related Eurocurrency Advances or Index Euro-Dollar Advances of the other Lenders), and such Lender shall make such a Base Rate Advance. To the extent any Eurocurrency Advances are converted, such Eurocurrency Advances shall be converted to Dollars based on the Dollar Equivalent of such Advances at the time of such conversion.

SECTION 8.03 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the applicable Eurocurrency Reserve Percentage) with respect to this Agreement; or

(ii) subject any Lender to any tax of any kind whatsoever (other than the Excluded Taxes) with respect to this Agreement or any Eurocurrency Advances or Index Euro-Dollar Advances made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.12(e) and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender); or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurocurrency Advances or Index Euro-Dollar Advances by such Lender or participation therein;

and the result of any of the foregoing is to increase the cost to such Lender of making, continuing, converting to, or maintaining any Eurocurrency Advances or Index Euro-Dollar Advances (or of maintaining its obligation to make any such Advance), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon written request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Advances made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

SECTION 8.04 Base Rate Advances Substituted for Affected Eurocurrency Advances . If (i) the obligation of any Lender to make or maintain a Eurocurrency Advance or Index Euro-Dollar Advance has been suspended pursuant to Section 8.02 or (ii) any Lender has demanded compensation under Section 8.03, and the Borrower shall, by at least five (5) Business Days' prior notice to such Lender through the Administrative Agent, have elected that the provisions of this Section shall apply to such Lender, then, unless and until such Lender notifies the Borrower that the circumstances giving rise to such suspension or demand for compensation no longer apply:

(a) all Advances which would otherwise be made by such Lender as or permitted to be continued as or converted into Eurocurrency Advances or Index Euro-Dollar Advances



shall instead be made as or converted into Base Rate Advances, (in all cases interest and principal on such Advances shall be payable contemporaneously with the related Eurocurrency Advances or Index Euro-Dollar Advances of the other Lenders), and

(b) after its portion of the Eurocurrency Advance or Index Euro-Dollar Advance has been repaid, all payments of principal which would otherwise be applied to repay such Eurocurrency Advance or Index Euro-Dollar Advance shall be applied to repay its Base Rate Advance instead.

In the event that the Borrower shall elect that the provisions of this Section shall apply to any Lender, the Borrower shall remain liable for, and shall pay to such Lender as provided herein, all amounts due such Lender under Section 8.03 in respect of the period preceding the date of conversion of such Lender's portion of any Advance resulting from the Borrower's election.

SECTION 8.05 Compensation. Upon the request of any Lender, delivered to the Borrower and the Administrative Agent, the Borrower shall pay to such Lender such amount or amounts as shall compensate such Lender for any loss, cost or expense incurred by such Lender as a result of:

(a) any payment or prepayment (pursuant to Sections 2.10, 2.11, 6.01, 8.02 or otherwise) of a Eurocurrency Advance on a date other than the last day of an Interest Period for such Advance; or

(b) any failure by the Borrower to prepay a Eurocurrency Advance on the date for such prepayment specified in the relevant notice of prepayment hereunder; or

(c) any failure by the Borrower to borrow a Eurocurrency Advance on the date for the Borrowing of which such Eurocurrency Advance is a part specified on the Closing Date;

such compensation to include an amount equal to the excess, if any, of (x) the amount of interest which would have accrued on the amount so paid or prepaid or not prepaid or borrowed for the period from the date of such payment, prepayment or failure to prepay or borrow to the last day of the then current Interest Period for such Eurocurrency Advance (or, in the case of a failure to prepay or borrow, the Interest Period for such Eurocurrency Advance which would have commenced on the date of such failure to prepay or borrow) at the applicable rate of interest for such Eurocurrency Advance provided for herein over (y) the amount of interest (as reasonably determined by such Lender) such Lender would have paid on deposits in the Currency of such Advance of comparable amounts having terms comparable to such period placed with it by leading lenders in the London interbank market (if such Advance is a Eurocurrency Advance).

ARTICLE IX MISCELLANEOUS

SECTION 9.01 Notices Generally.

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

(i) if to the Borrower or any other Loan Party, to it at 3700 Glenwood Avenue, Suite 530, Raleigh, NC 27612, Attention of Steven C. Lilly (Facsimile No. (919) 719-4777; Telephone No. (919) 719-4789);

(ii) if to the Administrative Agent, to Branch Banking and Trust Company at 200 West Second Street, 16<sup>th</sup> Floor, Winston-Salem, NC 27101, Attention of Brent Keene (Facsimile No. (336) 733-2740; Telephone No. (336) 733-1456);

(iii) if to the Multicurrency Agent, to ING Capital LLC at 1325 Avenue of the Americas, New York, NY 10019, Attention of Mark LaGreca (Facsimile No. (646) 424-8234; Telephone No. (646) 424-8223, electronic mail [mark.lagreca@americas.ing.com](mailto:mark.lagreca@americas.ing.com)) and Patrick Frisch (Facsimile No. (646) 424-6919; Telephone No. (646) 424-6912, electronic mail [patrick.frisch@americas.ing.com](mailto:patrick.frisch@americas.ing.com)) with a copy to electronic mail [DLNYCLoanAgencyTeam@americas.ing.com](mailto:DLNYCLoanAgencyTeam@americas.ing.com); and

(iv) if to a Lender, to it at its address (or facsimile number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent or the Multicurrency Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Multicurrency Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent or the Multicurrency Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the

recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "Platform").

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower or the other Loan Parties, the Multicurrency Agent, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's or the Administrative Agent's transmission of communications through the Platform. "Communications" means, collectively, any notice, demand, communication, information, document or other material that any Loan Party provides to the Administrative Agent pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Section, including through the Platform.

SECTION 9.02 No Waivers. No failure or delay by the Administrative Agent, the Multicurrency Agent or any Lender in exercising any right, power or privilege hereunder or under any Note or other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Article VI for the benefit of all the Lenders and the Multicurrency Agent; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the Multicurrency Agent from exercising

on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Multicurrency Agent) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 9.04, or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under the Bankruptcy Code or any other applicable debtor relief law.

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall, jointly and severally, pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Multicurrency Agent and their respective Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and the Multicurrency Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Multicurrency Agent or any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent, the Multicurrency Agent or any Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Advances made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Advances.

(b) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent (and any sub-agent thereof), the Multicurrency Agent (and any sub-agent thereof) and each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, penalties, damages, liabilities and related expenses (including the reasonable, documented fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Advance or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Environmental Releases on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for a material breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party

has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. To the extent that a Loan Party for any reason fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Multicurrency Agent (or any sub-agent thereof), any Swingline Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Multicurrency Agent (or any sub-agent thereof), such Swingline Lender or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Multicurrency Agent (or any sub-agent thereof), such Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Multicurrency Agent (or any sub-agent thereof), or any such Swingline Lender in connection with such capacity. The obligations of the Lenders under this paragraph (c) are subject to the provisions of Section 9.11.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Advance or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable promptly after demand therefor.

(f) Survival. Each party's obligations under this Section shall survive the termination of the Loan Documents and payment of the obligations hereunder.

#### SECTION 9.04 Setoffs; Sharing of Set-Offs; Application of Payments .

(a) If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall

exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.05 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

(b) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Advances or other Obligations (excluding any Obligations arising under or related to Cash Management Services, Bank Products and Hedging Agreements) hereunder or under any other Loan Document resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Advances and accrued interest thereon or other such Obligations (excluding any Obligations arising under or related to Cash Management Services, Bank Products and Hedging Agreements) greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Advances and such other Obligations (excluding any Obligations arising under or related to Cash Management Services, Bank Products and Hedging Agreements) of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Advances and other amounts owing them, provided that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by a Loan Party pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this paragraph shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

#### SECTION 9.05 Amendments and Waivers.

(a) Any provision of this Agreement, the Notes or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Required Lenders (and, if the rights or duties of the Administrative Agent,

the Multicurrency Agent or the Swingline Lender, as applicable, are affected thereby, by the Administrative Agent, the Multicurrency Agent or the Swingline Lender, as applicable); provided that no such amendment or waiver shall, unless signed by all the Lenders or as otherwise provided below, (i) increase the Commitments of any Lender or subject any Lender to any additional obligation (it being understood and agreed that a waiver of any condition precedent set forth in Section 3.02 (other than in connection with the initial Advance) or of any Default or Event of Default is not considered an increase in the Commitments of any Lender or any Lender's obligation to fund) without the consent of such Lender, (ii) reduce the principal of or decrease the rate of interest on any Advance or decrease any fees hereunder, (iii) defer the date fixed for any payment of principal of (including any extension of the Termination Date or the Maturity Date but excluding mandatory prepayments) or interest on any Advance or any fees hereunder; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate, (iv) reduce the amount of principal, decrease the amount of interest or decrease the amount of fees due on any date fixed for the payment thereof; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate, (v) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Advances, or the percentage of Lenders, that shall be required for the Lenders or any of them to take any action under this Section or any other provision of this Agreement, (vi) change the application of any payments made under this Agreement or the other Loan Documents in a manner that would alter any pro rata sharing requirements, (vii) release, share or substitute all or substantially all of the Collateral held as security for the Obligations, (viii) change or modify the definition of "Required Lenders," this Section 9.05 or any other provision hereof specifying the number or percentage of lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender directly affected thereby, (ix) change the definition of the term "Borrowing Base", "Eligible Investment", "Unrestricted Cash and Cash Equivalents" or any component definition of any of them if as a result thereof the amounts available to be borrowed by the Borrower would be increased without the consent of each Lender, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any reserves or to make determinations with respect to the eligibility or value of any Investment, (x) release any guaranty given to support payment of the Guaranteed Obligations, except as permitted in Section 7.12(a)(iii), (xi) amend or waive any provision of the Loan Documents in any manner that permits a Defaulting Lender to cure its status as a Defaulting Lender without requiring such Defaulting Lender to pay in full its unfunded obligations, (xii) waive any condition set forth in Section 3.02 as to any Multicurrency Advance without the written consent of the Required Multicurrency Lenders, (xiii) waive any condition set forth in Section 3.02 as to any Revolver Advance without the written consent of the Required Revolver Lenders, or (xiv) amend, waive or modify any term that affects the Lenders of any Class of Commitments disproportionately adversely relative to other Lenders of a Class of Commitments shall require the consent of the majority of such disproportionately adversely affected Class of Lenders. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver, or consent hereunder (and any amendment, waiver, or consent which by its terms requires the consent of all Lenders may be effected with the consent of all Lenders other than Defaulting Lenders) provided that, without in any way limiting Section 2.05, any such amendment, waiver, or consent that would increase or extend the term of the Commitments or Advances of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such

Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender. Notwithstanding the foregoing, (1) the Hedging Agreements, the Joint Lead Arranger's Letter Agreement and the agreements evidencing the Bank Products and Cash Management Services may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto, (2) any Commitment Increase meeting the conditions set forth in Section 2.14 shall not require the consent of any Lender other than (i) the Required Lenders and (ii) those Lenders, if any, which have agreed to increase their Commitments in connection with the proposed Commitment Increase, and (3) any changes or modifications to Section 2.06(d), any corresponding definitions or any other provisions or terms in this Agreement necessary to accommodate an additional Agreed Foreign Currency and the rate of interest corresponding to such Agreed Foreign Currency shall require only the consent of the Multicurrency Agent, Multicurrency Lenders, and the Administrative Agent.

(b) Notwithstanding anything in clause (a), (i) unless also signed by the Administrative Agent, the Multicurrency Agent or the Swingline Lender, as applicable, no amendment, waiver or consent shall affect the rights or duties of the Administrative Agent, the Multicurrency Agent or the Swingline Lender, as applicable, under this Agreement or any other Loan Document, and (ii) the Joint Lead Arranger's Letter Agreement may be amended, or rights or privileges thereunder waived, only by means of a written agreement executed by all of the parties thereto. Additionally, notwithstanding anything to the contrary herein, each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Advances, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code of the United States supersedes the unanimous consent provisions set forth herein and the Required Lenders shall determine whether or not to allow a Loan Party to use cash collateral in the context of a bankruptcy or insolvency proceeding and such determination shall be binding on all of the Lenders.

SECTION 9.06 Margin Stock Collateral. Each of the Lenders represents to the Administrative Agent, the Multicurrency Agent and each of the other Lenders that it in good faith is not, directly or indirectly (by negative pledge or otherwise), relying upon any Margin Stock as collateral in the extension or maintenance of the credit provided for in this Agreement.

SECTION 9.07 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Multicurrency Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.



(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Advance(s) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Advances of a Class at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Commitment of a Class (which for this purpose includes Advances of such Class outstanding thereunder) or, if the Commitment of a Class is not then in effect, the principal outstanding balance of the Advances of such Class of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, unless each of the Administrative Agent (and the Multicurrency Agent with respect to any assignment of the Multicurrency Commitments and Multicurrency Advances) and, so long as no Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Class of Advances or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) a Default has occurred and is continuing at the time of such assignment, or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund of the applicable Class; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received written notice thereof and provided, further, that the Borrower's consent shall not be required during the primary syndication of the Facilities prior to the Closing Date;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Commitments if such assignment is to a Person that is not a Lender of such Class of Commitments, an Affiliate of such Lender or an Approved Fund with respect to such Lender;

(C) the consent of the Multicurrency Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of the Multicurrency Commitments if such assignment is to a Person that is not a Multicurrency Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(D) the consent of the Swingline Lender shall be required for any assignment in respect of the Revolver Commitments and/or Advances.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500. The Eligible Assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries or (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Applicable Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent and the Multicurrency Agent, as applicable, the applicable pro rata share of Advances previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the Multicurrency Agent, each Swingline Lender and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Advances and participations in Swing Advances in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(viii) Multicurrency Lenders. Any assignment by a Multicurrency Lender, so long as no Event of Default has occurred and is continuing, must be to a Person that is able to fund and receive payments on account of each outstanding Agreed Foreign Currency at such time without the need to obtain any authorization referred to in clause (c) of the definition of "Agreed Foreign Currency".

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible

Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 8.03 and 9.03 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in Winston-Salem, North Carolina a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Advances owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). In addition, the Administrative Agent shall maintain on the Register the designation, and the revocation of designation, of any Lender as a Defaulting Lender of which it has received notice. The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Multicurrency Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent or the Multicurrency Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitments and/or the Advances owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Multicurrency Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.03(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in Section 9.05(a) (i) through (x) (inclusive) that affects such Participant. Subject to paragraph (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 8.01 through 8.05 inclusive to the same extent as if it were a Lender and had acquired its interest by assignment

pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.04 as though it were a Lender, provided such Participant agrees to be subject to Section 9.04 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 8.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.12 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.12 as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledge or assignee for such Lender as a party hereto.

SECTION 9.08 **[Intentionally Omitted.]**

SECTION 9.09 Confidentiality. Each of the Administrative Agent, the Multicurrency Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any

actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower, (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, the Multicurrency Agent any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Loan Parties or their Affiliates, or (j) in connection with the Lenders' right to grant a security interest pursuant to Section 9.07(f) to the Federal Reserve Bank or any other central bank.

For purposes of this Section, "Information" means all information received from the Loan Parties or any of their Subsidiaries relating to the Loan Parties or any of their Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, the Multicurrency Agent or any Lender on a nonconfidential basis prior to disclosure by the Loan Parties or any of their Subsidiaries; provided that, in the case of information received from the Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.10 Representation by Lenders. Each Lender hereby represents that it is a commercial lender or financial institution which makes loans in the ordinary course of its business and that it will make its Advances hereunder for its own account in the ordinary course of such business; provided, however, that, subject to Section 9.07, the disposition of the Note or Notes held by that Lender shall at all times be within its exclusive control.

SECTION 9.11 Obligations Several. The obligations of each Lender hereunder are several, and no Lender shall be responsible for the obligations or commitment of any other Lender hereunder. Nothing contained in this Agreement and no action taken by the Lenders pursuant hereto shall be deemed to constitute the Lenders to be a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Lender shall be a separate and independent debt and each Lender shall be entitled to protect and enforce its rights arising out of this Agreement or any other Loan Document and it shall not be necessary for any other Lender to be joined as an additional party in any proceeding for such purpose.

SECTION 9.12 Survival of Certain Obligations. Sections 2.12(e), 8.03(a), 8.03(b), 8.05, 9.03 and 9.09, and the obligations of the Loan Parties thereunder, shall survive, and shall continue to be enforceable notwithstanding, the termination of this Agreement, and the Commitments and the payment in full of the principal of and interest on all Advances.

SECTION 9.13 North Carolina Law. This Agreement and each Loan Document shall be construed in accordance with and governed by the law of the State of North Carolina.

SECTION 9.14 Severability. In case any one or more of the provisions contained in this Agreement, the Notes or any of the other Loan Documents should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions

contained herein and therein shall not in any way be affected or impaired thereby and shall be enforced to the greatest extent permitted by law.

SECTION 9.15 Interest. In no event shall the amount of interest due or payable hereunder or under the Notes exceed the maximum rate of interest allowed by Applicable Law, and in the event any such payment is inadvertently made to any Lender by the Borrower or inadvertently received by any Lender, then such excess sum shall be credited as a payment of principal, unless the Borrower shall notify such Lender in writing that it elects to have such excess sum returned forthwith. It is the express intent hereof that the Borrower not pay and the Lenders not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under Applicable Law.

SECTION 9.16 Interpretation. No provision of this Agreement or any of the other Loan Documents shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

SECTION 9.17 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, the Multicurrency Agent and any arrangers, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and the Multicurrency Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e. "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9.18 Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial.

(a) Submission to Jurisdiction. Each Loan Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, the Multicurrency Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or

thereto, in any forum other than the courts of the State of North Carolina sitting in Forsyth County, and of the United States District Court of the Middle District of North Carolina, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such North Carolina State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, the Multicurrency Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

(b) Waiver of Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

(d) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.19 Independence of Covenants. All covenants under this Agreement and the other Loan Documents shall be given independent effect so that if a particular action or condition is not permitted by any such covenant, the fact that it would be permitted by an exception to, or would be otherwise allowed by, another covenant shall not avoid the occurrence of a Default if such action is taken or such condition exists.

SECTION 9.20 Concerning Certificates. All certificates required hereunder to be delivered by the Borrower, any Guarantor or any Subsidiary and that are required to be executed or certified by the Chief Financial Officer or any other authorized officer of the Borrower, any Guarantor or any Subsidiary shall be executed or certified by such officer in such capacity solely on behalf of the

entity for whom he is acting, and not in any individual capacity; provided that nothing in the foregoing shall be deemed as a limitation on liability of any officer for any acts of willful misconduct, fraud, intentional misrepresentation or dishonesty in connection with such execution or certification.

SECTION 9.21 Judgment Currency. This is an international loan transaction in which the specification of Dollars or any Foreign Currency, as the case may be (the "Specified Currency") and payment in Winston-Salem, North Carolina, New York City or the country of the Specified Currency (the "Specified Place") is of the essence, and the Specified Currency shall be the currency of account in all events relating to Advances denominated in the Specified Currency. Subject to Sections 2.12(a), 6.03 and 6.04, the payment obligations of the Borrower under this Agreement shall not be discharged or satisfied by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency in the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the "Second Currency"), the rate of exchange that shall be applied shall be the rate at which in accordance with normal banking procedures the Applicable Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding the day on which such judgment is rendered. The obligation of the Borrower in respect of any such sum due from it to the Applicable Agent or any Lender hereunder or under any other Loan Document (in this Section called an "Entitled Person") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and the Borrower hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in the Specified Currency, the amount (if any) by which the sum originally due to such Entitled Person in the Specified Currency hereunder exceeds the amount of the Specified Currency so purchased and transferred.

SECTION 9.22 Patriot Act Notice. Each Lender, the Administrative Agent, and the Multicurrency Agent (the Administrative Agent and the Multicurrency Agent for themselves and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with such Patriot Act.

SECTION 9.23 No Fiduciary Relationship. The Borrower, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrower, the Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Multicurrency Agent, the Lenders, the Issuing Banks and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Multicurrency Agent, the Lenders, the Issuing Banks or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications.



## ARTICLE X GUARANTY

SECTION 10.01 Unconditional Guaranty. Each Guarantor hereby irrevocably, unconditionally and jointly and severally guarantees, each as a primary obligor and not merely as a surety, to the Administrative Agent, the Multicurrency Agent, the Lenders and the other Secured Parties the due and punctual payment of the principal of and the premium, if any, and interest on the Guaranteed Obligations and any and all other amounts due under or pursuant to the Loan Documents, when and as the same shall become due and payable (whether at stated maturity or by optional or mandatory prepayment or by declaration, redemption or otherwise) in accordance with the terms of the Loan Documents. The Guarantors' guaranty under this Section is an absolute, present and continuing guarantee of payment and not of collectability, and is in no way conditional or contingent upon any attempt to collect from the Borrower, any of the Guarantors or any other guarantor of the Guaranteed Obligations (or any portion thereof) or upon any other action, occurrence or circumstances whatsoever. In the event that the Borrower or any Guarantor shall fail so to pay any such principal, premium, interest or other amount to the Administrative Agent, the Multicurrency Agent, a Lender or any other Secured Party, the Guarantors will pay the same forthwith, without demand, presentment, protest or notice of any kind (all of which are waived by the Guarantors to the fullest extent permitted by law), in the applicable Currency and at the place for payment specified in the Loan Documents or specified by such Administrative Agent in writing, to such Administrative Agent. The Guarantors further agree, promptly after demand, to pay to the Administrative Agent, the Multicurrency Agent, the Lenders and the other Secured Parties the costs and expenses incurred by such Administrative Agent, Multicurrency Agent, Lender or other Secured Party in connection with enforcing the rights of such Administrative Agent, Multicurrency Agent, Lenders and the other Secured Parties against the Borrower and any or all of the Guarantors (whether in a bankruptcy proceeding or otherwise) following any default in payment of any of the Guaranteed Obligations or the obligations of the Guarantors hereunder, including the fees and expenses of counsel to the Administrative Agent, the Multicurrency Agent, such Lenders and the other Secured Parties.

SECTION 10.02 Obligations Absolute. The obligations of the Guarantors hereunder are and shall be absolute and unconditional, irrespective of the validity, regularity or enforceability of this Agreement, any of the Guaranteed Obligations or any of the Loan Documents, shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim any of the Guarantors may have against the Borrower, any other Guarantor or the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party, hereunder or otherwise, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, to the fullest extent permitted by law, any circumstance or condition whatsoever (whether or not any of the Guarantors shall have any knowledge or notice thereof), including:

- (a) any amendment or modification of or supplement to any of the Loan Documents or any other instrument referred to herein or therein, or any assignment or transfer of any thereof or of any interest therein, or any furnishing or acceptance of additional security for any of the Guaranteed Obligations;
- (b) any waiver, consent or extension under any Loan Document or any such other instrument, or any indulgence or other action or inaction under or in respect of, or any

extensions or renewals of, any Loan Document, any such other instrument or any Guaranteed Obligation;

(c) any failure, omission or delay on the part of the Administrative Agent to enforce, assert or exercise any right, power or remedy conferred on or available to the Administrative Agent, the Multicurrency Agent, or any Lender against the Borrower or any Guarantor, any Subsidiary of the Borrower or any Subsidiary of any Guarantor;

(d) any Bankruptcy, insolvency, readjustment, composition, liquidation or similar proceeding with respect to the Borrower, any Guarantor, any Subsidiary of the Borrower or any Subsidiary of any Guarantor or any property of the Borrower, any Guarantor or any such Subsidiary or any unavailability of assets against which the Guaranteed Obligations, or any of them, may be enforced;

(e) any merger or consolidation of the Borrower, any Subsidiary of the Borrower or any Guarantor or any of the Guarantors into or with any other Person or any sale, lease or transfer of any or all of the assets of any of the Guarantors, the Borrower or any Subsidiary of the Borrower or any Guarantor to any Person;

(f) any failure on the part of the Borrower, any Guarantor or any Subsidiary of the Borrower or any Guarantor for any reason to comply with or perform any of the terms of any agreement with any of the Guarantors;

(g) any exercise or non-exercise by the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party, of any right, remedy, power or privilege under or in respect of any of the Loan Documents or the Guaranteed Obligations, including under this Section;

(h) any default, failure or delay, willful or otherwise, in the performance or payment of any of the Guaranteed Obligations;

(i) any furnishing or acceptance of security, or any release, substitution or exchange thereof, for any of the Guaranteed Obligations;

(j) any failure to give notice to any of the Guarantors of the occurrence of any breach or violation of, or any event of default or any default under or with respect to, any of the Loan Documents or the Guaranteed Obligations;

(k) any partial prepayment, or any assignment or transfer, of any of the Guaranteed Obligations; or

(l) any other circumstance (other than payment in full) which might otherwise constitute a legal or equitable discharge or defense of a guarantor or which might in any manner or to any extent vary the risk of such Guarantor.

The Guarantors covenant that their respective obligations hereunder will not be discharged except by complete performance of the obligations contained in the Loan Documents

and this Agreement and the final payment in full of the Guaranteed Obligations. The Guarantors unconditionally waive, to the fullest extent permitted by law (A) notice of any of the matters referred to in this Section, (B) any and all rights which any of the Guarantors may now or hereafter have arising under, and any right to claim a discharge of the Guarantor's obligations hereunder by reason of the failure or refusal by the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party to take any action pursuant to any statute permitting a Guarantor to request that the Administrative Agent, the Multicurrency Agent, or any Lender attempt to collect the Guaranteed Obligations from the Borrower, any of the Guarantors or any other guarantor (including any rights under Sections 26-7, 26-8 or 26-9 of the North Carolina General Statutes, O.C.G.A. § 10-7-24, or any similar or successor provisions), (C) all notices which may be required by statute, rule of law or otherwise to preserve any of the rights of the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party against the Guarantors, including presentment to or demand of payment from the Borrower, any of the Subsidiaries of the Borrower or any Guarantor, or any of the other Guarantors with respect to any Loan Document or this agreement, notice of acceptance of the Guarantors' guarantee hereunder and/or notice to the Borrower, any of the Subsidiaries of the Borrower or any Guarantor, or any Guarantor of default or protest for nonpayment or dishonor, (D) any diligence in collection from or protection of or realization upon all or any portion of the Guaranteed Obligations or any security therefor, any liability hereunder, or any party primarily or secondarily liable for all or any portion of the Guaranteed Obligations, and (E) any duty or obligation of the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party to proceed to collect all or any portion of the Guaranteed Obligations from, or to commence an action against, the Borrower, any Guarantor or any other Person, or to resort to any security or to any balance of any deposit account or credit on the books of the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party in favor of the Borrower, any Guarantor or any other Person, despite any notice or request of any of the Guarantors to do so.

The obligations of the Guarantors under this Article X are continuing obligations and shall continue in full force and effect until such time as all of the Guaranteed Obligations (and any renewals and extensions thereof) shall have been finally paid and satisfied in full and shall thereafter terminate. The obligations of the Guarantors under this Article X shall continue to be effective or be automatically reinstated, as the case may be, if any payment made by the Borrower, any Guarantor or any Subsidiary of the Borrower or any Guarantor on, under or in respect of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by the recipient upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower, any Guarantor or any such Subsidiary, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Borrower, any Guarantor or any such Subsidiary or any substantial part of the property of the Borrower, any Guarantor or any such Subsidiary, or otherwise, all as though such payment had not been made. If an event permitting the acceleration of all or any portion of the Guaranteed Obligations shall at any time have occurred and be continuing, and such acceleration shall at such time be stayed, enjoined or otherwise prevented for any reason, including because of the pendency of a case or proceeding relating to the Borrower, any Guarantor or any Subsidiary of the Borrower or any Guarantor under any bankruptcy or insolvency law, for purposes of this Article X and the obligations of the Guarantors hereunder, such Guaranteed Obligations shall be deemed to have been accelerated with the same effect as if such

Guaranteed Obligations had been accelerated in accordance with the terms of the applicable Loan Documents or of this Agreement.

The Guarantors authorize the Administrative Agent on behalf of the Lenders without notice to or demand on the Guarantors and without affecting their liability hereunder, from time to time (a) to obtain additional or substitute endorsers or guarantors; (b) to exercise or refrain from exercising any rights against, and grant indulgences to, the Borrower, any Subsidiary of the Borrower or any Guarantor, any other Guarantor or others; and (c) to apply any sums, by whomsoever paid or however realized, to the payment of the principal of, premium, if any, and interest on, and other obligations consisting of, the Guaranteed Obligations. The Guarantors waive any right to require the Administrative Agent, any Lender or any other Secured Party to proceed against any additional or substitute endorsers or guarantors or the Borrower or any of their Subsidiaries or any other Person or to pursue any other remedy available to the Administrative Agent, the Multicurrency Agent, any such Lender or any such other Secured Party.

SECTION 10.03 Information Concerning the Borrower. The Guarantors assume all responsibility for being and keeping themselves informed of the financial condition and assets of the Borrower, the other Guarantors and their respective Subsidiaries, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which the Guarantors assume and insure hereunder, and agree that neither the Administrative Agent, the Multicurrency Agent, any Lender nor any other Secured Party shall have any duty to advise the Guarantors of information known to the Administrative Agent, the Multicurrency Agent, any such Lender or any such other Secured Party regarding or in any manner relevant to any of such circumstances or risks.

SECTION 10.04 Guarantors' Subordination. The Guarantors hereby absolutely subordinate, both in right of payment and in time of payment, any present and future indebtedness of the Borrower or any Subsidiary of the Borrower or any Guarantor to any or all of the Guarantors to the indebtedness of the Borrower or any such Subsidiary or to the Administrative Agent, the Multicurrency Agent, the Lenders and the other Secured Parties (or any of them), *provided* that the Guarantors may receive scheduled payments of principal, premium (if any) and interest in respect of such present or future indebtedness so long as there is no Event of Default then in existence.

SECTION 10.05 Waiver of Subrogation. Notwithstanding anything herein to the contrary, until the payment in full of the Guaranteed Obligations, the Guarantors hereby waive any right of subrogation (under contract, Section 509 of the Bankruptcy Code or otherwise) or any other right of indemnity, reimbursement or contribution and hereby waive any right to enforce any remedy that the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party now has or may hereafter have against the Borrower, any Guarantor or any endorser or any other guarantor of all or any part of the Guaranteed Obligations, and the Guarantors hereby waive any benefit of, and any right to participate in, any security or collateral given to the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party to secure payment or performance of the Guaranteed Obligations or any other liability of the Borrower to the Administrative Agent, the Multicurrency Agent, any Lender or any other Secured Party. The waiver

contained in this Section shall continue and survive the termination of this Agreement and the final payment in full of the Guaranteed Obligations.

SECTION 10.06 Enforcement. In the event that the Guarantors shall fail forthwith to pay upon demand of the Administrative Agent, any Lender or any other Secured Party any amounts due pursuant to this Article X or to perform or comply with or to cause performance or compliance with any other obligation of the Guarantors under this Agreement the Administrative Agent, the Multicurrency Agent, any Lender and any other Secured Party shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid or for the performance of or compliance with such terms, and may prosecute any such action or proceeding to judgment or final decree and may enforce such judgment or final decree against the Guarantors and collect in the manner provided by law out of the property of the Guarantors, wherever situated, any monies adjudged or decreed to be payable. The obligations of the Guarantors under this Agreement are continuing obligations and a fresh cause of action shall arise in respect of each default hereunder.

SECTION 10.07 Miscellaneous. Except as may otherwise be expressly agreed upon in writing, the liability of the Guarantors under this Article X shall neither affect nor be affected by any prior or subsequent guaranty by the Guarantors of any other indebtedness to the Administrative Agent, the Multicurrency Agent, the Lenders or any other Secured Party. Notwithstanding anything in this Article X to the contrary, the maximum liability of each Guarantor hereunder shall in no event exceed the maximum amount which could be paid out by such Guarantor without rendering such Guarantor's obligations under this Article X, in whole or in part, void or voidable under Applicable Law, including (i) the Bankruptcy Code, and (ii) any applicable state or federal law relative to fraudulent conveyances.

SECTION 10.08 Keepwell. Each Loan Party that is a Qualified ECP Guarantor at the time the guarantee hereunder or the grant of the security interest under the Loan Documents, in each case, by any Specified Guarantor, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Guarantor with respect to such Swap Obligation as may be needed by such Specified Guarantor from time to time to honor all of its obligations under its guarantee and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Section 10.08 voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Guarantor for all purposes of the Commodity Exchange Act.

SECTION 10.09 Consent and Reaffirmation. Each Guarantor hereby consents to the execution, delivery and performance of this Agreement and agrees that each reference

to the Existing Credit Agreement in the Loan Documents shall, on and after the date hereof, be deemed to be a reference to this Agreement. Each Guarantor hereby acknowledges and agrees that, after giving effect to this Agreement, all of its respective obligations and liabilities under the Loan Documents to which it is a party, as such obligations and liabilities have been amended by this Agreement, are reaffirmed, and remain in full force and effect.

*[remainder of page intentionally left blank; signature page follows ]*

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

**TRIANGLE CAPITAL CORPORATION**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Chief Financial Officer

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**INITIAL GUARANTORS**

**ARC INDUSTRIES HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**BRANTLEY HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**ENERGY HARDWARE HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**MINCO HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**PEADEN HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**TECHNOLOGY CROPS HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

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**BRANCH BANKING AND TRUST COMPANY**

as Administrative Agent and as a Lender

By: /s/ William B. Keene (SEAL)

William B. Keene

Vice President

Lending Office

Branch Banking and Trust Company

200 West Second Street, 16<sup>th</sup> Floor

Winston-Salem, NC 27101

Attention: Brent Keene

Facsimile number: (336) 733-2740

Telephone number: (336) 733-1456

And a copy to:

Christopher E. Leon, Esq.

Womble Carlyle Sandridge & Rice, LLP

One West Fourth Street

Winston-Salem, NC 27101

Facsimile number: (336) 726-6932

Telephone number: (336) 721-3518

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**ING CAPITAL LLC**

as a Lender

By: /s/ Patrick Frisch (SEAL)

Patrick Frisch  
Managing Director

By: /s/ Grace Fu (SEAL)

Grace Fu  
Vice President

Lending Office

1325 Avenue of the Americas

New York, NY 10019

Attn: Patrick Frisch

Telephone number: 646-424-6912

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**FIFTH THIRD BANK**

as a Lender

By: /s/ Robert B. Weaver (SEAL)

Robert B. Weaver

Vice President

Lending Office

Fifth Third Bank

2105 Blue Ridge Road, Suite 150

Raleigh, NC 27607

Attention: Robert B. Weaver, V.P.

Telephone number: (919) 573-7802

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**MORGAN STANLEY BANK, N.A.**  
as a Lender

By: /s/ Michael King  
Michael King  
Authorized Signature

Lending Office  
1585 Broadway, Floor 04  
New York, NY 10036  
Attention: Michael P. King  
Telephone number: 212-761-3489

With a copy to

Morgan Stanley Loan Servicing  
1300 Thames Street Wharf, 4th floor  
Baltimore, MD 21231  
Tel: 443-627-4435  
Fax: 718-233-2140  
[msloanservicing@morganstanley.com](mailto:msloanservicing@morganstanley.com)

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**BANK OF NORTH CAROLINA**  
as a Lender

By: /s/ Joanna Warrick  
Joanna Warrick  
Commercial Banker

Lending Office  
2312 Bridgeport Drive  
Raleigh, NC 27613  
Attn: Joanna J. Warrick  
Telephone number: 919-232-6844

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**EVERBANK COMMERCIAL FINANCE, INC.**  
**as a Lender**

By: /s/ Ed McGugan (SEAL)

Ed McGugan

Managing Director

Lending Office

10000 Midlantic Drive

Suite 400 East

Mount Laurel, NJ 08054

Attn: John Dale

Telephone number; 856-505-8163

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**FIRST TENNESSEE BANK NATIONAL  
ASSOCIATION**

as a Lender

By: /s/ Keith A. Sherman (SEAL)

Keith A. Sherman

Senior Vice President

Lending Office

1122 Oberlin Rd

Raleigh, NC 27605

Attn: Keith A. Sherman

Telephone number: 919-789-2983

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**NEWBRIDGE BANK**

as a Lender

By: /s/ James A. Boccardo (SEAL)

James. A Boccardo

Senior Vice President

Lending Office

300 N. Main Street

Suite 203

Greenville, SC 29601

Attn: James. A Boccardo

Telephone number: 864-315-2033

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**YADKIN BANK**

as a Lender

By: /s/ Jay Risinger (SEAL)

Jay Risinger

Commercial Banker

Lending Office

4711 Six Forks Road

Suite 2B

Raleigh, NC 27609

Attn: Jay Risinger

Telephone number: 919-881-1668

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**COMMUNITYONE BANK, NA**

as a Lender

By: /s/ Scott G. Barrier (SEAL)

Scott G. Barrier

Vice President

Lending Office

1039 2nd Street NE

Hickory, NC 28601

Attn: Scott Barrier

Telephone number: 828-409-2033

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**PARK STERLING BANK**

as a Lender

By: /s/ John W. Lowe (SEAL)

John W. Lowe

Senior Vice President

Lending Office

2245 Gateway Access Point

Suite 202

Raleigh, NC 27607

Attn: John W. Lowe

Telephone number: 919-747-6252

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**PARAGON COMMERCIAL BANK**  
as a Lender

By: /s/ Bryan Pennington (SEAL)  
Bryan Pennington  
Senior Vice President

Lending Office  
3535 Glenwood Ave  
Raleigh, NC 27612  
Attn: Bryan Pennington  
Telecopy number: 844-688-3263  
Telephone number: 919-534-7375

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**RAYMOND JAMES BANK, N.A.**

as a Lender

By: /s/ Joseph A. Ciccolini (SEAL)

Joseph A. Ciccolini

Vice President - Senior Corporate Banker

Lending Office

710 Carillon Parkway

St. Petersburg, FL 33716

Attn: Joseph A. Ciccolini

Telecopy number: 866-205-1396

Telephone number: 727-567-4855

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**STIFEL BANK & TRUST**

as a Lender

By: /s/ Joseph L. Sooter, Jr. (SEAL)

Joseph L. Sooter, Jr.

Senior Vice President

Lending Office

One Financial Plaza

501 North Broadway

St. Louis, MO 63102

Attn: Joseph Sooter

Telephone number: 314-342-7459

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**Schedule 1.01(a)**  
**Commitments**

<b>Lender</b>	<b>Revolver Commitment Amount</b>	<b>Multicurrency Commitment Amount</b>
Branch Banking and Trust Company	\$40,000,000	\$10,000,000
ING Capital LLC	\$10,000,000	\$40,000,000
Fifth Third Bank	\$25,000,000	\$25,000,000
Morgan Stanley Bank, N.A.	\$20,000,000	
Bank of North Carolina	\$15,000,000	
EverBank Commercial Finance, Inc.	\$15,000,000	
First Tennessee Bank National Association	\$15,000,000	
NewBridge Bank	\$15,000,000	
Yadkin Bank	\$15,000,000	
CommunityOne Bank, NA	\$13,000,000	
Park Sterling Bank	\$12,000,000	
Paragon Commercial Bank	\$10,000,000	
Raymond James Bank, N.A.	\$10,000,000	
Stifel Bank & Trust	\$10,000,000	
<b>TOTAL</b>	<b>\$225,000,000</b>	<b>\$75,000,000</b>

**SECOND AMENDED AND RESTATED EQUITY PLEDGE AGREEMENT**

This SECOND AMENDED AND RESTATED EQUITY PLEDGE AGREEMENT (this “Agreement”) dated as of May 4, 2015, among TRIANGLE CAPITAL CORPORATION, a Maryland corporation (the “Borrower”), ARC INDUSTRIES HOLDINGS, INC., a Delaware corporation (“ARC”), BRANTLEY HOLDINGS, INC., a Delaware corporation (“Brantley”), ENERGY HARDWARE HOLDINGS, INC., a Delaware corporation (“Energy”), MINCO HOLDINGS, INC., a Delaware corporation (“Minco”), PEADEN HOLDINGS, INC., a Delaware corporation (“Peaden”), TECHNOLOGY CROPS HOLDINGS, INC., a Delaware corporation (“Technology” and together with ARC, Brantley, Energy, Minco, Peaden and the Borrower, the “Pledgors” and each, a “Pledgor”), and BRANCH BANKING AND TRUST COMPANY (“BB&T”), acting as agent (in such capacity, the “Administrative Agent”) for itself and the other Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH

WHEREAS, the Administrative Agent, the Multicurrency Agent (as defined in the Credit Agreement defined below) and the Lenders (as defined in the Credit Agreement defined below) have agreed to extend credit to Borrower pursuant to the terms of that certain Third Amended and Restated Credit Agreement of even date herewith, among the Pledgors, the Administrative Agent, ING Capital LLC, as the Multicurrency Agent, and the Lenders signatory thereto (as amended, restated, or otherwise modified from time to time, the “Credit Agreement”), which amends and restates the Second Amended and Restated Credit Agreement dated as of June 26, 2013 by and among the Borrower, the Administrative Agent, and the Lenders identified therein (the “Existing Credit Agreement”);

WHEREAS, the Pledgors have previously entered into an Amended and Restated Equity Pledge Agreement, dated as of June 26, 2013 (as amended, the “Existing Pledge Agreement”) and the parties thereto wish to amend and restate the Existing Pledge Agreement on the terms set forth herein;

WHEREAS, the Pledgors may from time to time enter into or guarantee one or more Hedge Transactions (as defined in the Credit Agreement) with the Hedge Counterparties (as defined in the Credit Agreement);

WHEREAS, each Pledgor beneficially and legally owns the limited liability company membership interests, limited partnership interests, stock and other equity interests described on Schedule I attached hereto (the “Pledged Entities”); provided that, notwithstanding anything herein to the contrary, Pledged Entities shall not include the SBIC Entities; and

WHEREAS, it is a condition of the Lenders’ agreement to extend credit to Borrower pursuant to the Credit Agreement that the Administrative Agent, on behalf of the Secured Parties (as defined in the Credit Agreement), receive a pledge of the Collateral (as defined below) hereunder by Pledgors’ execution and delivery of this Agreement to secure: (a) the due and punctual payment

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by Borrower of: (i) the principal of and interest on the Notes (including any and all Revolver Advances, Multicurrency Advances and Swing Advances), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and any renewals, modifications or extensions thereof, in whole or in part; (ii) each payment required to be made by any Pledgor under the Credit Agreement, when and as due, including payments in respect of reimbursement of disbursements, interest thereon, and obligations, if any, to provide cash collateral and any renewals, modifications or extensions thereof, in whole or in part; and (iii) all other monetary obligations of any Pledgor to the Secured Parties under the Credit Agreement and the other Loan Documents to which any Pledgor is or is to be a party and any renewals, modifications or extensions thereof, in whole or in part; (b) the due and punctual performance of all other obligations of any Pledgor under the Credit Agreement and the other Loan Documents to which such Pledgor is or is to be a party, and any renewals, modifications or extensions thereof, in whole or in part; (c) the due and punctual payment (whether at the stated maturity, by acceleration or otherwise) of all obligations (including any and all Hedging Obligations (as defined in the Credit Agreement) arising under Hedging Agreements and obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities of any Pledgor, now existing or hereafter incurred under, arising out of or in connection with any and all Hedging Agreements and any renewals, modifications or extensions thereof (including, all obligations, if any, of any Pledgor as guarantor under the Credit Agreement in respect of Hedging Agreements), and the due and punctual performance and compliance by each Pledgor with all of the terms, conditions and agreements contained in any Hedging Agreements and any renewals, modifications or extensions thereof; (d) the due and punctual payment and performance of all indebtedness, liabilities and obligations of any one or more of Pledgors and the Guarantors arising out of or relating to any Bank Products; (e) the due and punctual payment and performance of all indebtedness, liabilities and obligations of any one or more of Pledgors and the Guarantors arising out of or relating to any Cash Management Services; and (f) the due and punctual payment and performance of all obligations of each of the Guarantors under the Credit Agreement and the other Loan Documents to which they are or are to be a party and any and all renewals, modifications or extensions thereof, in whole or in part; provided, that the foregoing with respect to any Guarantor shall exclude, in all cases, any Excluded Swap Obligations (as defined in the Credit Agreement) of such Guarantor (all of the foregoing indebtedness, liabilities and obligations being collectively called the "Obligations").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Any capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement.

SECTION 2. Pledge; Perfection.

(a) As collateral security for the due and punctual payment of the Obligations, each Pledgor hereby pledges, hypothecates, delivers and assigns and grants unto Administrative Agent, as agent for itself and the Secured Parties, a security interest (which security interest shall constitute a first priority security interest), in all of Pledgor's

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membership interests, limited partnership interests, common stock and other equity interests in the Pledged Entities and all securities instruments or other rights convertible into or exercisable for the foregoing (the “Equity Interests”), together with all proceeds, profits, interests, capital accounts, accounts, contract rights, general intangibles, deposits, funds, dividends, distributions, rights to dividends, rights to distributions, including both distributions of money and of property, and other rights, claims and interests relating to or arising out of Pledgor’s Equity Interests, now owned or hereafter acquired, in the Pledged Entities, together with any and all replacements or substitutions for or proceeds of all of the foregoing (collectively, the “Collateral”); provided that, notwithstanding anything herein to the contrary, Collateral shall not include, and the security interest herein shall not attach to, (i) any Equity Interests issued by the SBIC Entities (as defined in the Credit Agreement), (ii) any outstanding voting Equity Interests of a Foreign Subsidiary in excess of 65% of the voting power of such classes of Equity Interests of such Foreign Subsidiary entitled to vote (other than any outstanding non-voting Equity Interests of such classes of Equity Interests of such Foreign Subsidiary) or (iii) any property rights in Equity Interests (other than Equity Interests issued by any Subsidiary and Equity Interests issued by any joint venture or investment fund that is accounted for under GAAP as a Portfolio Investment), or any Operating Documents of any issuer of such Equity Interests to which Pledgor is a party, or any of its rights or interests thereunder, if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Pledgor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such property rights or Operating Documents (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principles of equity) (the Equity Interests described in foregoing clauses (i) through (iii), the “Excluded Equity Interests”); provided further that, until such time as attachment occurs with respect to any Excluded Equity Interest of the type described in clause (iii), references in this Agreement to “Pledged Entities” shall be deemed not to include the issuers of such Excluded Equity Interest.

This Agreement is not intended to place Administrative Agent, the Multicurrency Agent or any Secured Party in a position of being a member, shareholder or partner of any Pledged Entity, but is intended to grant Administrative Agent, on behalf of the Secured Parties, a lien on and security interest in Pledgor’s Equity Interests in the Pledged Entities including, without limitation, any and all of the Collateral but specifically excluding any general partnership interests.

(b) Each Pledgor hereby delivers to the Administrative Agent (or to the Collateral Custodian as its agent and bailee), on behalf of the Secured Parties, including itself, herewith all certificates, instruments and documents, if any, representing the Equity Interests in the Pledged Entities to be held by the Administrative Agent as Collateral, together with a transfer power in blank duly executed by Pledgor.

SECTION 3. Representations and Warranties. Each Pledgor hereby represents and warrants, as of the date hereof and on each date a Borrowing is made or deemed made, that:

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(a) Pledgor has all requisite power and authority to enter into this Agreement, to grant a security interest in the Collateral for the purposes described in Section 2 and to carry out the transactions contemplated by this Agreement;

(b) No approval of or consent from any person or entity (other than the acknowledgement and consent of any Pledged Entity which is a Subsidiary as evidenced by its signature hereto) is required in connection with the execution and delivery by Pledgor of this Agreement, the granting and perfection of the security interests in the Collateral, or the carrying out of the transactions contemplated by this Agreement (including the exercise by the Administrative Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof);

(c) Pledgor is the record and beneficial owner of the Collateral as of the date hereof;

(d) All of the Collateral is owned by Pledgor free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance or any security interest in such Collateral or the proceeds thereof, except for the security interest granted to the Administrative Agent on behalf of the Secured Parties hereunder, and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance of sale of, any Equity Interests;

(e) The execution, delivery and performance by Pledgor of this Agreement do not and will not contravene or constitute a default under or result in any violation of any agreement (including, without limitation, the operating or partnership agreement of any Pledged Entity), indenture or other instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to Pledgor;

(f) On each Representation Date (as defined in the Security Agreement), Schedule I hereto (as such schedule may be amended or supplemented from time to time pursuant to the terms of this Agreement) sets forth all of the issued and outstanding Equity Interests held by Pledgor and such Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests or percentage of partnership interests of the respective Pledged Entities indicated on Schedule I.

(g) Each Pledged Entity is a limited liability company, limited partnership or corporation duly formed, validly existing and in good standing as such under the laws of the jurisdiction of its organization as set forth on Schedule I hereto, and the execution and delivery of this Agreement require no action by or in respect of, or filing with, any governmental body, agency or official (except for the Uniform Commercial Code filings set forth in paragraph (h) below) and do not contravene, or constitute a default under, the operating agreement, partnership agreement, charter or by-laws of any Pledged Entity;

(h) Upon filing of a Uniform Commercial Code Financing Statement with the U.C.C. records of the Secretary of State of the state of organization of each Pledgor, this

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Agreement creates and grants a valid lien on and perfected security interest in the Collateral and the proceeds thereof, subject to no prior security interest, lien, charge or encumbrance, or to any agreement purporting to grant to any third party a security interest in the property or assets of such Pledgor which would include the Collateral;

(i) If requested in writing by the Administrative Agent, a true, correct and complete copy of the operating agreement, limited partnership agreement, charter and by-laws, as the case may be, of each Pledged Entity (together with all amendments thereto) has been provided to the Administrative Agent;

(j) To the extent that any limited liability company interests or partnership interests pledged as Collateral are or represent issuers that have opted to be treated as securities under the applicable U.C.C., the certificates representing such securities have been delivered to the Administrative Agent (or to the Collateral Custodian as its agent and bailee), and no limited liability company interests or partnership interests pledged as Collateral are dealt in or traded on securities exchanges or markets; and

(k) None of the Equity Interests constitutes Margin Stock.

SECTION 4. Voting Rights; Distributions, Etc.

(a) So long as no Event of Default (and the expiration of any cure period related thereto), as defined in the Credit Agreement, shall have occurred and be continuing:

(i) Each Pledgor shall be entitled to exercise any and all voting and/or other consensual rights and powers relating or pertaining to the Collateral or any part thereof, provided, however, that no vote shall be cast or right exercised or other action taken which would (x) impair the Collateral or any portion thereof or the rights and remedies of the Administrative Agent under the Loan Documents, or (y) have or would reasonably be expected to have a material adverse effect on the Collateral or any material part thereof or (z) result in any violation of the provisions of this Agreement, the Credit Agreement or any other Loan Document,

(ii) except to the extent limited by this Agreement, the Credit Agreement or any other Loan Document, each Pledgor shall be entitled to receive and retain any and all cash dividends or cash distributions payable on the Collateral, but any and all equity interests and/or liquidating dividends, distributions in property, returns of capital, or other distributions made on or in respect of the Collateral, whether resulting from a subdivision, combination, or reclassification of the outstanding ownership units or other interests of the Pledged Entities or received in exchange for the Collateral or any part thereof or as a result of any merger, consolidation, acquisition, or other exchange of assets to which any Pledged Entity may be a party or otherwise, and any and all cash and other property received in redemption of or in exchange for any Collateral (either upon call for redemption or otherwise), shall be and become

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part of the Collateral pledged hereunder and, if received by Pledgor, shall forthwith be delivered to Administrative Agent (accompanied by proper instruments of assignment and/or powers of attorneys executed by Pledgor) to be held subject to the terms of this Agreement;

(b) Upon the occurrence and during the continuance of an Event of Default, all rights of each Pledgor to exercise the voting and/or other consensual rights and powers that Pledgor is entitled to exercise pursuant to Section 4(a)(i) hereof and/or to receive the payments that Pledgor is authorized to receive and retain pursuant to Section 4(a)(ii) hereof shall cease, and all such rights shall thereupon become vested in Administrative Agent for the benefit of the Secured Parties, who shall have the sole and exclusive right and authority to exercise such voting and/or other consensual rights and powers and/or to receive and retain such payments; provided, that nothing herein shall obligate Administrative Agent to exercise such voting and/or other consensual rights, all such action in such regard being solely in Administrative Agent's or Secured Parties' discretion. Any and all money and other property paid over to or received by Administrative Agent pursuant to the provisions of this paragraph (b) shall be retained by Administrative Agent as additional Collateral hereunder and be applied in accordance with the provisions hereof.

SECTION 5. Covenants. Each Pledgor hereby covenants that until such time as the Obligations shall have been indefeasibly paid in full:

(a) Pledgor will not, without the prior written consent of the Administrative Agent, sell, convey, assign, or otherwise dispose of, or grant any option with respect to, all or any part of the Collateral or any interest therein, except that Pledgor shall be permitted to receive and dispose of distributions to the extent permitted by Section 4 (a)(ii) above; nor will Pledgor create, incur or permit to exist any pledge, mortgage, lien, charge, encumbrance or security interest whatsoever with respect to all or any part of the Collateral or the proceeds thereof, other than that created hereby; nor will Pledgor amend or terminate, or waive any default under or breach of the terms of the operating agreement, limited partnership agreement or charter of any Pledged Entity or consent to or permit any amendment, termination or waiver thereof, except as not otherwise prohibited under the Loan Documents and to the extent such action does not and would not reasonably be likely to have a Material Adverse Effect with respect to the Pledged Entity or the Collateral; nor will Pledgor enter into any contractual obligations that restrict or inhibit, or which would reasonably be expected to restrict or inhibit, the Administrative Agent's rights or ability to vote or sell or otherwise dispose of the Collateral or any part thereof after an Event of Default; nor will Pledgor consent to or permit the issuance of any additional Equity Interests in any Pledged Entity (unless pledged to Administrative Agent hereunder), or any securities or instruments exercisable or exchangeable for Equity Interests in any Pledged Entity or otherwise representing any right to acquire any Equity Interest in any Pledged Entity or any general partnership interests in any Pledged Entity that is a limited partnership.

(b) Pledgor will not permit any Pledged Entity to change its entity form or, except as permitted under the Credit Agreement, merge into or consolidate into any other entity

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and will give to Administrative Agent not less than 20 days' prior written notice of (i) any change in the name of any Pledgor or the name of any Pledged Entity or (ii) any change in the location of the principal place of business (or, in the case of an individual Pledgor, the principal residence) of Pledgor or any Pledged Entity; provided that Pledgor shall not permit any change described in the preceding clauses (i) and (ii) unless Pledgor shall have taken all actions necessary or reasonably requested by the Administrative Agent to maintain the continuance, validity, perfection and the same or better priority of the Administrative Agent in the Collateral.

(c) Pledgor will, at Pledgor's own expense, defend Administrative Agent's and Secured Parties' right, title, special property and security interest in and to the Collateral and any distributions with respect thereto against the claims of any Person (other than the holders of Permitted Encumbrances).

(d) Pledgor will comply with all its obligations under any limited liability company or partnership agreement relating to the Equity Interests and will preserve and protect the Collateral.

(e) Pledgor will promptly pay and discharge before the same become delinquent, all taxes, assessments and governmental charges or levies imposed on Pledgor or the Collateral, except for taxes timely disputed in good faith, for which adequate reserves have been made.

(f) The Secured Parties shall have the right, upon request on the terms set forth in Section 5.02 of the Credit Agreement, to review, examine and audit the books and records of any Pledged Entity and of Pledgor with regard to the Collateral and any distributions with respect thereto.

(g) Pledgor consents to the transfer pursuant to the collateral assignment, pledge or grant of security interest in any limited liability company or partnership interest pledged as Collateral to the Administrative Agent or its nominee and, following the occurrence and during the continuance of an Event of Default, consents to the transfer of any such interests to and the admission of the Administrative Agent or its nominee as a member in any limited liability company or partner in any partnership, as the case may be, with all the rights and powers related thereto.

(h) In the event that Pledgor acquires rights in any Equity Interests after the date of this Agreement, Pledgor shall deliver to the Administrative Agent, on or before the Reporting Date (as defined in the Security Agreement) immediately following the end of the Fiscal Quarter during which it acquires any such rights, a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, reflecting such new Equity Interests and all other Equity Interests. Notwithstanding the foregoing it is understood and agreed that the security interest of the Administrative Agent shall attach to all such newly acquired Equity Interests immediately upon Pledgor's acquisition of rights therein and shall not be affected by the failure of Pledgor to deliver such supplement.

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SECTION 6. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default (and the expiration of any cure period related thereto), Administrative Agent may, in addition to the exercise by Administrative Agent of its rights and remedies under any other Section of this Agreement or under the Credit Agreement or any other agreement relating to the Obligations or otherwise available to it at law or in equity:

(a) declare the principal of and all accrued interest on and any other amounts owing with respect to the Obligations immediately due and payable, without demand, protest, notice of default or other notices of any kind, except that Borrower and Pledgor shall be provided notice of acceleration or of intention to accelerate, provided, however, that failure to provide such notice to Borrower and Pledgor shall in no way affect the rights of the Lenders, and

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of North Carolina at that time and sell (in compliance with applicable laws, including securities laws) the Collateral, or any part thereof, at public or private sale, at any broker's board, upon any securities exchange, or elsewhere, for cash, upon credit, or for future delivery, as Administrative Agent may deem appropriate in the circumstances and commercially reasonable. Administrative Agent shall have the right to impose limitations and restrictions on the sale of the Collateral as Administrative Agent may deem to be necessary or appropriate to comply with any law, rule, or regulation (Federal, state, or local) having applicability to the sale, including, but without limitation, restrictions on the number and qualifications of the offerees and requirements for any necessary governmental approvals, and Administrative Agent shall be authorized at any such sale (if it deems it necessary or advisable to do so) to restrict the prospective offerees or purchasers to Persons who will represent and agree that they are purchasing securities included in the Collateral for their own account and not with a view to the distribution or sale thereof in violation of applicable securities laws and Pledgor hereby waives, to the maximum extent permitted by law, any claim arising because the price at which the Collateral may have been sold at such private sale was less than the price that might have been obtained at public sale, even if Administrative Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Upon consummation of any such sale, Administrative Agent shall have the right to assign, transfer, and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay, and/or appraisal that Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. To the extent that notice of sale shall be required to be given by law, Administrative Agent shall give Pledgor at least ten (10) days' prior written notice of its intention to make any such public or private sale. Such notice shall state the time and place fixed for sale, and the Collateral, or portion thereof, to be offered for sale. Any such sale shall be held at such time or times within ordinary business hours and at such place or places as Administrative Agent may fix in the notice of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as Administrative Agent may determine, and Administrative Agent may itself bid (which bid

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may be in whole or in part in the form of cancellation of the Obligations) for and purchase the whole or any part of the Collateral. Administrative Agent shall not be obligated to make any sale of the Collateral if it shall determine not to do so, regardless of the fact that notice of sale of the Collateral may have been given. Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case sale of all or any part of the Collateral is made to any Person other than the Administrative Agent or any Lender on credit or for future delivery, the Collateral so sold may be retained by Administrative Agent until the sale price is paid by the purchaser or purchasers thereof. Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. Pledgor hereby agrees that any sale or disposition of the Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies or other financial institutions in the city and state where Administrative Agent is located in disposing of property similar to the Collateral shall be deemed to be commercially reasonable.

(c) Pledgor recognizes that the Administrative Agent and Secured Parties may be unable to effect a public sale of all or part of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to acquire all or a part of the Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Pledgor acknowledges and agrees that any private sale so made may be at prices and on other terms less favorable to the seller than if such Collateral were sold at public sale and that the Administrative Agent has no obligation to delay the sale of such Collateral for the period of time necessary to permit the registration of such Collateral for public sale under any securities laws. Pledgor agrees that a private sale or sales made under the foregoing circumstances shall not be deemed to have not been made in a commercially reasonable manner solely as a result of being a private sale. If any consent, approval, or authorization of any federal, state, municipal, or other governmental department, agency, or authority should be necessary to effectuate any sale or other disposition of the Collateral, or any partial sale or other disposition of the Collateral, Pledgor will execute all applications and other instruments as may be required in connection with securing any such consent, approval, or authorization and will otherwise use its best efforts to secure the same. In addition, if the Collateral is disposed of pursuant to Rule 144, Pledgor agrees to complete and execute a Form 144, or comparable successor form, at the Administrative Agent's written request; and Pledgor agrees to provide any material adverse information in regard to the current and prospective operations of each Pledged Entity of which Pledgor has knowledge and which has not been publicly disclosed, and Pledgor hereby acknowledges that Pledgor's failure to provide such information may result in criminal and/or civil liability.

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SECTION 7. Application of Proceeds of Sale. The proceeds of sale of the Collateral sold pursuant to Section 6 hereof shall be applied by Administrative Agent as set forth in Section 6.04 of the Credit Agreement.

SECTION 8. Administrative Agent Appointed Attorney-in-Fact. Each Pledgor hereby appoints Administrative Agent as Pledgor's attorney-in-fact, effective during the continuance of an Event of Default, with full power of substitution, for the limited purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, after the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right and power to receive, endorse, and collect all checks and other orders for the payment of money made payable to any Pledgor representing any dividend or other distribution payable or distributable in respect of the Collateral or any part thereof, and to give full discharge for same.

SECTION 9. Responsibility. Notwithstanding the provisions of Section 4(b) hereof, Administrative Agent shall have no duty to exercise any voting and/or other consensual rights and powers becoming vested in Administrative Agent with respect to the Collateral or any part thereof, to exercise any right to redeem, convert, or exchange any securities included in the Collateral, to enforce or see to the payment of any dividend or any other distribution payable or distributable on or with respect to the Collateral or any part thereof, or otherwise to preserve any rights in respect of the Collateral against any third parties.

SECTION 10. No Waiver; Cumulative Remedies. No failure on the part of Administrative Agent to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Administrative Agent preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies of Administrative Agent hereunder are cumulative and are not exclusive of any other remedies available to Administrative Agent at law or in equity.

SECTION 11. Termination. This Agreement shall terminate upon the complete performance of each Loan Party's obligations under each Loan Document and the final and indefeasible payment in full of the Obligations. Upon termination of this Agreement, Administrative Agent shall reassign and redeliver (or cause to be reassigned or redelivered) to Pledgor such Collateral (if any) as shall not have been sold or otherwise applied by Administrative Agent pursuant to the terms hereof and as shall still be held by it hereunder together with appropriate instruments of assignment and release.

SECTION 12. Notices. Any notice or communication required or permitted hereunder shall be given in the manner prescribed in the Credit Agreement to such Person at its address set forth in the Credit Agreement or on Schedule I to this Agreement.

SECTION 13. Further Assurances. Each Pledgor agrees to do such further acts and things, and to execute and deliver such agreements and instruments, as Administrative Agent may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto

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Administrative Agent and the Secured Parties their rights, powers and remedies hereunder. Each Pledgor hereby authorizes Administrative Agent to file one or more Uniform Commercial Code financing or continuation statements, or amendments thereto, relative to all or any part of the Collateral. Each Pledgor will execute and deliver to the Administrative Agent (or to the Collateral Custodian as its agent and bailee) all assignments, endorsements, powers, hypothecations, and other documents required at any time and from time to time by the Administrative Agent with respect to the Collateral in order to effect the purposes of this Agreement. If any Pledgor shall become entitled to receive or shall receive with respect to the Collateral any: (i) certificate (including, but without limitation, any certificate representing a dividend or a distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off); (ii) option, warrant or right, whether as an addition to, in substitution of, in exchange for the Collateral, or otherwise; (iii) dividends or distributions payable in property, including, without limitation, securities issued by any person other than the issuer of the Collateral; or (iv) dividends or distributions on dissolution, or in partial or total liquidation, or from capital, capital surplus, or paid-in surplus, then, Pledgor shall accept any such instruments or distributions as the Administrative Agent's agent, shall receive them in trust for the Administrative Agent, and shall deliver them forthwith to the Administrative Agent (or to the Collateral Custodian as its agent and bailee) in the exact form received with, as applicable, Pledgor's endorsement when necessary or appropriate undated stock or bond powers duly executed in blank, to be held by the Administrative Agent (or to the Collateral Custodian as its agent and bailee), subject to the terms hereof, as further collateral security for the Obligations.

SECTION 14. Binding Agreement. This Agreement and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

SECTION 15. Modification. Neither this Agreement nor any provisions hereof may be amended, modified, waived, discharged, or terminated, nor may any of the Collateral be released or the pledge or the security interest created hereby extended, except by an instrument in writing signed by the parties hereto.

SECTION 16. Severability. In case any lien, security interest, or other right of Administrative Agent hereunder shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, and/or unenforceability shall not affect any other lien, security interest, or other right of Administrative Agent hereunder.

SECTION 17. Governing Law. This Agreement (including matters of construction, validity, and performance) , the rights, remedies, and obligations of the parties with respect to the Collateral to the extent not provided for herein, and all matters concerning the validity, perfection, and the effect of non-perfection of the pledge contemplated hereby, shall be governed by and construed in accordance with the laws of the State of North Carolina or other mandatory applicable laws. Notwithstanding anything herein, EACH PLEDGOR AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NORTH CAROLINA AND THE UNITED STATES DISTRICT COURTS SITTING THEREIN IN ANY ACTION TAKEN BY ADMINISTRATIVE AGENT RELATING TO THIS AGREEMENT OR ANY PROVISIONS,

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RIGHTS OR REMEDIES HEREOF. EACH PLEDGOR FURTHER AGREES THAT ANY ACTION TAKEN BY PLEDGOR RELATING TO THIS AGREEMENT OR ANY PROVISIONS, RIGHTS OR REMEDIES HEREOF SHALL BE TAKEN IN SAID COURTS AND SHALL NOT BE TAKEN IN ANY OTHER JURISDICTION. PLEDGOR RECOGNIZES THAT THIS COVENANT IS AN ESSENTIAL PROVISION OF THIS AGREEMENT, THE ABSENCE OF WHICH WOULD MATERIALLY ALTER THE CONSIDERATION GIVEN BY ADMINISTRATIVE AGENT AND SECURED PARTIES TO PLEDGOR.

SECTION 18. Duties of Administrative Agent. The Administrative Agent has been appointed by the Secured Parties pursuant to the Credit Agreement. Its duties to the Secured Parties, powers to act on behalf of the Secured Parties, and immunity are set forth solely therein, and shall not be altered by this Agreement. Any amounts realized by the Administrative Agent hereunder shall be allocated pursuant to Section 6.04 of the Credit Agreement.

SECTION 19. Keepwell. Each Pledgor that is a Qualified ECP Guarantor at the time the grant of the security interest hereunder or under the other Loan Documents, in each case, by any Specified Guarantor, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Guarantor with respect to such Swap Obligation as may be needed by such Specified Guarantor from time to time to honor all of its obligations under this Agreement and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Section 19 voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section to constitute, and this Section shall be deemed to constitute a "keepwell, support, or other agreement" for the benefit of, each Specified Guarantor for all purposes of the Commodity Exchange Act.

SECTION 20. Consent and Reaffirmation. Each Pledgor hereby consents to the execution, delivery and performance of the Credit Agreement and agrees that each reference to the Existing Credit Agreement in the Loan Documents shall, on and after the date hereof, be deemed to be a reference to the Credit Agreement. Each Pledgor hereby acknowledges and agrees that, after giving effect to the Credit Agreement, all of its respective obligations and liabilities under the Loan Documents to which it is a party, as such obligations and liabilities have been amended by the Credit Agreement, are reaffirmed, and remain in full force and effect.

SECTION 21. Effect of Restatement. The Agreement amends and restates the Existing Pledge Agreement in its entirety and supersedes the Existing Pledge Agreement in all respects.

*[remainder of page intentionally left blank; signature page follows ]*

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IN WITNESS WHEREOF, the parties hereto have caused this Equity Pledge Agreement to be duly executed and delivered as of the date first above written.

**TRIANGLE CAPITAL CORPORATION**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Chief Financial Officer

**ARC INDUSTRIES HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**BRANTLEY HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**ENERGY HARDWARE HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**MINCO HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

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**PEADEN HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**TECHNOLOGY CROPS HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

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ADMINISTRATIVE AGENT:

**BRANCH BANKING AND TRUST COMPANY**

as Administrative Agent for itself and the other Secured Parties

By: /s/ William B. Keene (SEAL)

William B. Keene

Vice President

**SECOND AMENDED AND RESTATED GENERAL SECURITY AGREEMENT**

This SECOND AMENDED AND RESTATED GENERAL SECURITY AGREEMENT, dated as of May 4, 2015 (the “Agreement”), is made among TRIANGLE CAPITAL CORPORATION, a Maryland corporation (the “Borrower”), ARC INDUSTRIES HOLDINGS, INC., a Delaware corporation, BRANTLEY HOLDINGS, INC., a Delaware corporation, ENERGY HARDWARE HOLDINGS, INC., a Delaware corporation, MINCO HOLDINGS, INC., a Delaware corporation, PEADEN HOLDINGS, INC., a Delaware corporation, TECHNOLOGY CROPS HOLDINGS, INC., a Delaware corporation (collectively, the “Guarantor-Grantors”, and the Borrower and the Guarantor-Grantors being collectively called the “Grantors”) and BRANCH BANKING AND TRUST COMPANY (“BB&T”), acting as agent (in such capacity, the “Administrative Agent”) for itself and for the other Secured Parties as defined herein.

**W I T N E S S E T H :****RECITALS:**

WHEREAS, the Administrative Agent, the Multicurrency Agent (as defined in the Credit Agreement defined below) and the Lenders (as defined in the Credit Agreement defined below) have agreed to extend credit to Borrower pursuant to the terms of that certain Third Amended and Restated Credit Agreement of even date herewith, among the Grantors, the Administrative Agent, ING Capital LLC, as the Multicurrency Agent, and the Lenders signatory thereto (as amended, restated, or otherwise modified from time to time, the “Credit Agreement”), which amends and restates the Second Amended and Restated Credit Agreement dated as of June 26, 2013 by and among the Borrower, the Administrative Agent, and the Lenders identified therein (the “Existing Credit Agreement”);

WHEREAS, the Borrower may from time to time enter into or guarantee one or more Hedge Transactions (as defined in the Credit Agreement) with the Hedge Counterparties (as defined in the Credit Agreement);

WHEREAS, the Grantors have previously entered into an Amended and Restated General Security Agreement, dated as of June 26, 2013 (as amended, the “Existing Security Agreement”) and the parties thereto wish to amend and restate the Existing Security Agreement on the terms set forth herein;

WHEREAS, each of the Guarantors (as defined in the Credit Agreement) has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement); and

WHEREAS, the obligations of the Administrative Agent and the Lenders to extend credit under the Credit Agreement and the other Loan Documents are conditioned upon, among other things, the execution and delivery by the Grantors of a security agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of: (i) the principal of and interest on the Notes (including any and all Revolver Advances, Multicurrency Advances and Swing Advances),

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when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and any renewals, modifications or extensions thereof, in whole or in part; (ii) each payment required to be made by the Borrower under the Credit Agreement, when and as due, including payments in respect of reimbursement of disbursements, interest thereon, and obligations, if any, to provide cash collateral and any renewals, modifications or extensions thereof, in whole or in part; and (iii) all other monetary obligations of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents to which the Borrower is or is to be a party and any renewals, modifications or extensions thereof, in whole or in part; (b) the due and punctual performance of all other obligations of the Borrower under the Credit Agreement and the other Loan Documents to which the Borrower is or is to be a party, and any renewals, modifications or extensions thereof, in whole or in part; (c) the due and punctual payment (whether at the stated maturity, by acceleration or otherwise) of all obligations (including any and all Hedging Obligations (as defined in the Credit Agreement) arising under Hedging Agreements and obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities of the Borrower, now existing or hereafter incurred under, arising out of or in connection with any and all Hedging Agreements and any renewals, modifications or extensions thereof (including, all obligations, if any, of the Borrower as guarantor under the Credit Agreement in respect of Hedging Agreements), and the due and punctual performance and compliance by the Borrower with all of the terms, conditions and agreements contained in any Hedging Agreement and any renewals, modifications or extensions thereof; (d) the due and punctual payment and performance of all indebtedness, liabilities and obligations of any one or more of the Borrower and Guarantors arising out of or relating to any Bank Products; (e) the due and punctual payment and performance of all indebtedness, liabilities and obligations of any one or more of the Borrower and Guarantors arising out of or relating to any Cash Management Services; and (f) the due and punctual payment and performance of all obligations of each of the Guarantors under the Credit Agreement and the other Loan Documents to which they are or are to be a party and any and all renewals, modifications or extensions thereof, in whole or in part; provided, that the foregoing with respect to any Guarantor shall exclude, in all cases, any Excluded Swap Obligations (as defined in the Credit Agreement) of such Guarantor (all the foregoing indebtedness, liabilities and obligations being collectively called the “Obligations”).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors and the Administrative Agent, the parties agree as follows:

1. Definitions. As herein used, the following terms shall have the following meanings:

(a) “Account Debtor” means any Person who is or may become obligated to a Grantor under, with respect to or on account of an Account or any Supporting Obligation related thereto.

(b) “Account” means any and all accounts (as that term is defined in the U.C.C.) of any Grantor and includes, without limitation, all obligations of every kind at any time owing to any Grantor, all contract rights, health care insurance receivables and any and all rights of any Grantor to payment for goods sold or leased or for services rendered whether due or to become due,

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whether or not earned by performance and whether now existing or arising in the future, including, without limitation, Accounts from Affiliates of the Grantors.

(c) “Accounts Receivable Collateral” shall mean all obligations of every kind at any time owing to Borrower or any Guarantor howsoever evidenced or incurred, whether or not earned by performance, including, without limitation, all accounts, instruments, notes, drafts, acceptances, leases, open accounts, contract rights, chattel paper (whether tangible or electronic) and general intangibles, all returned or repossessed goods and all books, records, computer tapes, programs and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising and all proceeds of the foregoing.

(d) “Chattel Paper” means any and all chattel paper (as that term is defined in the U.C.C.), whether tangible or electronic, of any Grantor.

(e) “Collateral” means (i) all Accounts, General Intangibles, Documents, Chattel Paper and Instruments now existing or hereafter arising of each Grantor; (ii) all guarantees of each Grantor’s existing and future Accounts, General Intangibles, Chattel Paper and Instruments and all other security held by any Grantor for the payment and satisfaction thereof; (iii) all Inventory now owned or hereafter acquired by any Grantor; (iv) all Equipment now owned or hereafter acquired of each Grantor; (v) all Intercompany Claims now existing or hereafter arising; (vi) any and all now owned or hereafter acquired or arising Deposit Accounts, Investment Related Property, Letter of Credit Rights, Goods (as that term is defined in the U.C.C.), Commercial Tort Claims and Supporting Obligations; (vii) all books and records of the Grantors (including, without limitation, computer records, tapes, discs and programs and all other media, written, electric, magnetic or otherwise, containing such records) which relate to the Grantor’s Inventory, Equipment, Accounts, Deposit Accounts, Investment Related Property, Letter of Credit Rights, Goods, Supporting Obligations, General Intangibles, Chattel Paper and Instruments or guarantees thereof; (viii) all insurance on all of the foregoing and the proceeds of that insurance; and (ix) all cash and noncash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products.

(f) “Collateral Locations” shall have the meaning assigned in Section 6 hereof.

(g) “Commercial Tort Claims” shall mean all commercial tort claims as defined in the U.C.C., including, without limitation, all commercial tort claims listed on Schedule III (as such schedule may be amended or supplemented from time to time).

(h) “Commodities Accounts” (i) shall mean all commodity accounts as defined in Article 9 of the U.C.C. and (ii) shall include, without limitation, all of the accounts listed on Schedule II under the heading “Commodities Accounts” (as such schedule may be amended or supplemented from time to time).

(i) “Credit Documents” means the Credit Agreement, the Notes, the Collateral Documents and all other Loan Documents.

(j) “Deposit Account” means all deposit accounts (as that term is defined in the U.C.C.) of any Grantor, including without limitation, (i) any and all moneys, sums and amounts

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now or hereafter on deposit with any Secured Party or otherwise to the credit of or belonging to any Grantor and (ii) all of the accounts listed on Schedule II under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

(k) "Documents" means any and all documents (as that term is defined in the U.C.C.) of any Grantor.

(l) "Equipment" means any and all equipment (as that term is defined in the U.C.C.) of any Grantor and shall include, without limitation, all equipment, machinery, appliances, tools, motor vehicles, furniture, furnishings, floor samples, office equipment and supplies, and tangible personal property, whether or not the same are or may become fixtures, used or bought for use primarily in the business of any Grantor or leased by any Grantor to or from others, of every nature, presently existing or hereafter acquired or created, wherever located, additions, accessories and improvements thereto and substitutions therefor and all parts which may be attached to or which are necessary for the operation and use of such personal property or fixtures, whether or not the same shall be deemed to be affixed to real property, all manufacturer's warranties therefor, all parts and tools therefor, and all rights under or arising out of present or future contracts relating to the foregoing. All equipment is and shall remain personal property irrespective of its use or manner of attachment to real property.

(m) "Excluded Capital Securities" means, collectively, (A) any outstanding Capital Securities (as defined in the Credit Agreement) issued by any of the SBIC Entities (as defined in the Credit Agreement) and (B) any outstanding Capital Securities of a Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Securities of such Foreign Subsidiary entitled to vote (other than any outstanding non-voting Capital Securities of such classes of Capital Securities of such Foreign Subsidiary).

(n) "Executive Office" shall have the meaning assigned to it in Section 6(d).

(o) "General Intangibles" means all general intangibles (as that term is defined in the U.C.C.) of any Grantor (including, without limitation, all payment intangibles (as that term is defined in the U.C.C.) and software, company records (paper and electronic), correspondence, credit files, records and other documents, computer programs, computer software, computer tapes and cards and other paper and documents in the possession or control of any Grantor or in the possession or control of any affiliate or computer service bureau, and all contract rights (including, without limitation, rights under any Hedging Transaction), claims, choses in action, bank balances, judgments, rights as lessee under any and all leases of personal property, rights and/or claims to tax refunds and other claims and rights to monies or property, warranties, patents, patent applications, trademarks, trade names, trade secrets, formulas, licensing agreements, royalty payments, copyrights, service names, customer lists, service marks, logos, goodwill, intellectual property and deposit accounts, and all other general intangibles of every kind, type or description).

(p) "Instruments" means all instruments (as that term is defined in the U.C.C.) of any Grantor, including without limitation, checks, notes, certificated certificates of deposit, investment securities, negotiable instruments and writings evidencing a right to the payment of

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money of a type transferred in the ordinary course of business by delivery with any necessary instrument or assignment.

(q) “Intercompany Claims” shall mean any and all rights of any Grantor in respect of loans, advances or other claims owed to such Grantor by the Borrower, Guarantors or any Subsidiary of Borrower or any Guarantor.

(r) “Inventory” means any and all inventory (as that term is defined in the U.C.C.) of any Grantor and shall include, without limitation, tangible personal property held for sale or lease or to be furnished under contracts of service, tangible personal property which any such Grantor has so leased or furnished, and raw materials, work in process and materials used, produced or consumed in such Grantor’s business, and shall include tangible personal property returned to any such Grantor by a purchaser or lessor thereof following the sale or lease thereof by any such Grantor.

(s) “Inventory Collateral” shall mean all inventory of the Borrower and Guarantors, or in which the Borrower or Guarantors have rights, whether now owned or hereafter acquired, wherever located, including, without limitation, all goods of the Borrower and Guarantors held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, all raw materials, work-in-process, finished goods and supplies used or consumed in the business of Borrower or any Guarantor, together with all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders for the delivery of all, or any portion, of the foregoing.

(t) “Investment Accounts” shall mean the Securities Accounts, Commodities Accounts and Deposit Accounts.

(u) “Investment Related Property” means (i) any and all investment property (as that term is defined in the U.C.C.) of any Grantor, including without limitation, any and all securities, whether certificated or uncertificated, Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts and (ii) all of the following (regardless of whether classified as investment property under the U.C.C.): all (w) Pledged Equity Interests, (x) Pledged Debt, (y) the Investment Accounts and (z) Certificates of Deposit.

(v) “Letter of Credit Rights” means any and all letter of credit rights (as that term is defined in the U.C.C.).

(w) “Obligations” has the meaning set forth in the Recitals.

(x) “Permitted Liens” shall have the meaning given such term in Section 6(b) hereof.

(y) “Person” means an individual, a corporation, a limited liability company, a government or governmental subdivision or agency or instrumentality, a business trust, an estate, a trust, a partnership, a cooperative, an association, two or more Persons having a joint or common interest or any other legal or commercial entity.

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(z) “Pledged Debt” shall mean all indebtedness for borrowed money owed to a Grantor, whether or not evidenced by any instrument or promissory note, including, without limitation, all indebtedness described on Schedule II under the heading “Pledged Debt” (as such schedule may be amended or supplemented from time to time), all monetary obligations owing to any Grantor from any other Grantor (including Intercompany Claims), the instruments evidencing any of the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

(aa) “Pledged Equity Interests” shall mean all shares of and interests in Capital Securities owned by a Grantor, including, without limitation, all shares of and interests in Capital Securities described on Schedule II under the heading “Pledged Equity Interests” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or interests or on the books of any securities intermediary pertaining to such shares or interests, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or interests and any other warrant, right or option to acquire any of the foregoing, but excluding the Excluded Equity Interests (as defined in the Pledge Agreement).

(bb) “Proceeds” means any and all proceeds (as that term is defined in the U.C.C.), including without limitation, whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of.

(cc) “Representation Date” means each of (i) the Closing Date and (ii) each Reporting Date. As used in this definition, “Reporting Date” shall mean the date of delivery of any amendment or supplement to the Schedules hereto in accordance with the terms of this Agreement, which delivery shall occur not less frequently than each Fiscal Quarter and shall occur promptly following the end of each Fiscal Quarter, and in any event within 50 days following the end of each Fiscal Quarter and 90 days following the end of each Fiscal Year.

(dd) “Secured Parties” shall have the meaning set forth in the Credit Agreement.

(ee) “Securities Accounts” shall mean all securities accounts as defined in Article 8 of the U.C.C. and (ii) shall include, without limitation, all of the accounts listed on Schedule II under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

(ff) “Supporting Obligations” means any and all supporting obligations (as that term is defined in the U.C.C.).

(gg) “U.C.C.” means the Uniform Commercial Code as in effect in the State of North Carolina or, when the context relates to perfection or priority of a security interest, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

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Terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement or, if not defined therein, the U.C.C. The rules of interpretation specified in Section 9.16 of the Credit Agreement shall be applicable to this Agreement and the provisions of Section 1.04 of the Credit Agreement shall apply to this Agreement as if such provisions were specifically set forth herein *mutatis mutandis*.

2 . Security Interest. In consideration of and in order to secure the fulfillment, satisfaction, payment and performance of all of the Obligations, each Grantor hereby assigns, pledges, hypothecates and sets over to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, and grants to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all of the Collateral. Notwithstanding anything herein to the contrary, Collateral shall not include, and the security interest herein shall not attach to, (x) the Excluded Equity Interests (as defined in the Pledge Agreement), (y) the Excluded Capital Securities, or (z) any property rights in Capital Securities (other than Capital Securities issued by any Subsidiary), or any Operating Documents of any issuer of such Capital Securities to which a Grantor is a party, or any of its rights or interests thereunder, if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such property rights or Operating Documents (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provisions) of any relevant jurisdiction or any other Applicable Law (including the Bankruptcy Code) or principals of equity).

3 . Care of Collateral. The Grantors have the risk of loss of the Collateral. The Administrative Agent shall have no duty of care with respect to the Collateral, except that the Administrative Agent shall exercise reasonable care with respect to Collateral in its custody, but shall be deemed to have exercised reasonable care if such property is accorded treatment substantially equal to that which the Administrative Agent accords its own property, or if the Administrative Agent takes such action with respect to the Collateral as a Grantor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by a Grantor shall be deemed a failure to exercise reasonable care, nor shall the Administrative Agent's failure to take steps to collect any income accruing on the Collateral or to pre-serve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to Collateral in its custody, except in the event of Administrative Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction. The rights and security interest herein provided are granted as security only and shall not subject the Administrative Agent or any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of any of the Collateral.

4 . Set-Off. In addition to the rights and security interest elsewhere herein set forth, the Administrative Agent may, at its option at any time(s) after the occurrence of an Event of Default (and the expiration of any cure period related thereto) and during the continuation thereof, and with notice to any Grantor of such action, appropriate and apply to the payment or reduction, either in whole or in part, of the amount owing on any one or more of the Obligations, whether or not then due, any and all moneys now or here-after on deposit in a Deposit Account maintained with the

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Administrative Agent or otherwise to the credit of or belonging to a Grantor in such deposit account, it being understood and agreed that the Administrative Agent shall not be obligated to assert or enforce any rights or security interest here-under or to take any action in reference thereto, and that the Administrative Agent may in its discretion at any time(s) relinquish its rights as to particular Collateral here-under without thereby affecting or invalidating the Administrative Agent's rights here-under as to all or any other Collateral hereinbefore referred to, provided, however, that failure to provide such notice to such Grantor shall in no way affect the rights of the Lenders.

5. Collection of Accounts and Pledged Debt; Interest and other Amounts Payable .

(a) Upon occurrence of an Event of Default (and the expiration of any cure period related thereto) and during the continuation thereof, the Administrative Agent shall have the right at any time:

(i) to collect the Accounts and Pledged Debt, to sell, assign, compromise, discharge or extend the time for payment of any Account or Pledged Debt, to accelerate any Pledged Debt that may be accelerated in accordance with its terms, to institute legal action for the collection of any Account or Pledged Debt, and to do all acts and things necessary or incidental thereto, in each case acting if it so chooses in the name of any or all of the Grantors, and the Grantors hereby ratify all such acts;

(ii) with notice to any Grantor, to notify the parties obligated on any of the Collateral of the security interest in favor of the Administrative Agent created hereby and to direct all such Persons to make payments of all amounts due thereon or thereunder directly to the Administrative Agent or to an account designated by the Administrative Agent, provided, however, that failure to provide such notice to the such Grantor shall in no way affect the rights of the Lenders;

(iii) request that the Grantors notify Account Debtors and/or obligors under Pledged Debt and indicate on all billings that payments thereon are to be made to the Administrative Agent, and the Grantors hereby agrees to make such notification and such indication on billings if so requested. In the event Account Debtors and/or obligors under Pledged Debt are so notified, no Grantor shall compromise, discharge, extend the time for payment or otherwise grant any indulgence or allowance with respect to any Account or Pledged Debt without the prior written consent of the Administrative Agent.

(b) Each Grantor hereby irrevocably designates and appoints the Administrative Agent its true and lawful attorney either in the name of the Administrative Agent or in the name of such Grantor, effective after the occurrence of an Event of Default (and the expiration of any cure period related thereto) and during the continuation thereof for the limited purpose of the following: to ask for, demand, sue for, collect, compromise, compound, receive, receipt for and give acquittances for any and all sums owing or which may become due upon any items of the Collateral and, in connection therewith, to take any and all actions as the Administrative Agent may deem necessary or desirable in order to realize upon the Collateral, including, without limitation, power to endorse in the name of such Grantor, any checks, drafts, notes or other instruments received in payment of or on account of the Collateral, but the Administrative Agent shall not be under any

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duty to exercise any such authority or power or in any way be responsible for the collection of the any Collateral.

(c) All interest, income, principal, other amounts and Proceeds (including wire transfers, checks and other instruments) that are received by any Grantor in violation of the provisions of clause (a) shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other property or funds of the Grantors and shall be forthwith deposited into such account or paid over or delivered to the Administrative Agent in the same form as so received (with any necessary endorsements or assignments) to be held as Collateral and applied to the Obligations as provided herein. The rights set forth in this Section 5 are supplementary and in addition to (and not in limitation of) the rights granted to the Administrative Agent and/or the Secured Parties in the Credit Documents.

6. Representations, Warranties and Covenants as to Collateral.

Each Grantor represents, warrants and covenants to and for the benefit of the Administrative Agent and the Secured Parties, on the date of this Agreement and on each date a Borrowing is made or deemed made, that:

(a) Sale of Collateral. Upon the sale, exchange or other disposition of the Inventory Collateral, the security interest and lien created and provided for herein, without break in continuity and without further formality or act, shall continue in and attach to any proceeds thereof, including, without limitation, accounts, chattel paper, contract rights, shipping documents, documents of title, bills of lading, warehouse receipts, dock warrants, dock receipts and cash or non-cash proceeds, and in the event of any unauthorized sale, shall continue in the Inventory Collateral itself.

(b) Good Title; No Existing Encumbrances. The Grantors owns their items of Collateral free and clear of any prior Lien other than Liens permitted by Section 5.14 of the Credit Agreement (referred to herein as the "Permitted Liens"), and no financing statements or other evidences of the grant of a security interest respecting the Collateral exist on the public records other than with respect to Permitted Liens.

(c) Right to Grant Security Interest; No Further Encumbrances. The Grantors have the right to grant a security interest in the Collateral. Except as permitted by the Credit Agreement, the Grantors will pay all taxes and other charges against the Collateral (including, without limitation, property, use and sales taxes). No Grantor will acquire, use and will take commercially reasonable efforts not to permit any Collateral to be used illegally or in violation of Applicable Laws or allow the Collateral to be encumbered except for Permitted Liens.

(d) Location of Collateral. The Grantors hereby represent and warrant to the Administrative Agent and the Lenders that, as of the date hereof, the Collateral is situated only at the collateral locations listed in Schedule I hereto (the "Collateral Locations"), and the Grantors covenant with the Administrative Agent not to locate the Collateral at any location other than a Collateral Location without at least 10 days prior written notice to the Administrative Agent. The executive office of each Grantor set forth on Schedule I hereto (the "Executive Office") is, and for

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the one-year period preceding the Closing Date has been, such Grantor's chief executive office (if such Grantor has more than one place of business) or place of business (if such Grantor has one place of business). In addition, to the extent the Grantors should warehouse any of the Inventory Collateral, the Grantors acknowledge and agree that such warehousing may be conducted only by warehousemen who shall: (1) issue non-negotiable warehouse receipts in the Administrative Agent's name to evidence any such warehousing of goods constituting Inventory Collateral; or (2) issue electronic warehouse receipts in the Administrative Agent's name to evidence any such warehousing of goods constituting Inventory Collateral in compliance with applicable federal regulations and in all other respects satisfactory to the Administrative Agent in its sole discretion. If any Grantor consigns any of the Inventory Collateral, it will comply with the U.C.C. of any state where such Inventory Collateral is located with respect thereto, and shall file, cause the filing and hereby authorizes the Administrative Agent to file in the appropriate public office or offices UCC-1 financing statements showing such Grantor or Grantors as consignor and the Administrative Agent as assignee of consignor, and will furnish copies thereof to the Administrative Agent. If any of the Inventory Collateral or Equipment Collateral or any records concerning the Collateral are at any time to be located on premises leased by a Grantor or on premises owned by a Grantor subject to a mortgage or other lien, such Grantor shall so notify the Administrative Agent and shall if reasonably requested by the Administrative Agent obtain and deliver or cause to be delivered to the Administrative Agent, an agreement, in form and substance satisfactory to the Administrative Agent, waiving the landlord's or mortgagee's or lienholder's right to enforce any claim against the Grantors for monies due under the landlord's lien, mortgage or other lien by levy or distraint or other similar proceedings against the Inventory Collateral or Equipment Collateral or records concerning the Collateral and assuring the Administrative Agent's ability to have access to the Inventory Collateral or Equipment Collateral and records concerning the Collateral in order to exercise its right hereunder to take possession thereof.

( e ) Collateral Status. The Grantors will promptly notify the Administrative Agent if there is any adverse change in the status of the Collateral that would reasonably be expected to have a Material Adverse Effect or that would materially and adversely affect the ability of any Grantor or the Administrative Agent to dispose of the Collateral or any material portion thereof, or the rights and remedies of the Administrative Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof.

( f ) Delivery of Certain Collateral. Upon the reasonable request of the Administrative Agent, the Grantors shall deliver to the Administrative Agent (or to the Collateral Custodian as its agent and bailee), all agreements, letters of credit, promissory notes, instruments, certificates of deposit, chattel paper or anything else, the physical possession of which is necessary in order for the Administrative Agent, on behalf of the Secured Parties, to perfect or preserve the priority of its security interest therein. Without limiting the generality of the foregoing, with respect to any Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account), each Grantor shall cause such certificate or instrument to be delivered to the Administrative Agent (or to the Collateral Custodian as its agent and bailee), indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the U.C.C.), regardless of whether such certificate constitutes a "certificated security" for purposes of the U.C.C.

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(g) Records Respecting Collateral. The Grantors shall keep complete and accurate books and records and make all necessary entries thereon to reflect the transactions and facts giving rise to the Collateral and payments, credits and adjustments applicable thereto, all in accordance with GAAP. All books and records of the Grantors with respect to the Collateral will be accessible from the Executive Office (as it may be changed pursuant to Section 6(e)).

(h) Further Assurances. Each Grantor shall duly execute and/or deliver (or cause to be duly executed and/or delivered) to the Administrative Agent (or to the Collateral Custodian as its agent and bailee) any instrument, invoice, document, document of title, dock warrant, dock receipt, warehouse receipt, bill of lading, order, financing statement, assignment, waiver, consent or other writing reasonably requested by the Administrative Agent which may be reasonably necessary to the Administrative Agent to carry out the terms of this Agreement and any of the other Loan Documents and to perfect its security interest in and facilitate the collection of the Collateral, the proceeds thereof, and any other property at any time constituting security to the Secured Parties. Each Grantor shall perform or cause to be performed such acts as the Administrative Agent or any Secured Party may reasonably request to establish and maintain for the Administrative Agent and the Secured Parties a valid and perfected security interest in and security title to the Collateral, free and clear of any Liens other than Permitted Liens.

(i) Maintenance of Insurance. In addition to and cumulative with any other requirements herein imposed on the Grantors with respect to insurance, the Grantors shall maintain, or cause to be maintained, insurance as required under the Credit Agreement. The Grantors shall deliver to the Administrative Agent at such times as the Administrative Agent may request in writing, a detailed list of such insurance then in effect stating the names of the insurance companies, the amounts and rates of insurance, the date of expiration thereof, the properties and risks covered thereby and the insured with respect thereto. The Grantors will pay all premiums on the insurance referred to herein as and when they become due and shall do all things necessary to maintain the insurance in effect. If any Grantor shall default in its obligation hereunder to insure the Collateral in a manner reasonably satisfactory to the Administrative Agent, then the Administrative Agent shall have the right (but not the obligation), after reasonable notice to such Grantor, to procure such insurance and to charge the costs of same to the Grantors, which costs shall be added to and become a part of the unpaid principal amount of the Obligations and shall be secured by the Collateral. Each Grantor hereby appoints (which appointment constitutes a power coupled with an interest and is irrevocable as long as any of the Obligations remain outstanding) Administrative Agent as its lawful attorney-in-fact, effective after the occurrence of an Event of Default (and the expiration of any cure period related thereto) and during the continuation thereof, with full authority to make, adjust, settle claims under and/or cancel such insurance and to endorse the Grantor's name on any instruments or drafts issued by or upon any insurance companies.

(j) Fundamental Changes. The Grantors hereby agrees that it shall not move its Executive Office, or change its name, identity, state of incorporation or organization, type of organization or its structure to other than as existing on the date hereof, unless the Grantors shall have (i) notified the Administrative Agent in writing at least 20 days prior thereto and provided such other information as the Administrative Agent may reasonably request and (ii) taken all actions

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necessary or reasonably requested by the Administrative Agent to maintain the continuous validity, perfection and the same or better priority of the Administrative Agent's Liens.

( k ) Name, Jurisdiction and Identification Number of Organization. The exact legal name of each Grantor, the state of incorporation or organization and organizational identification number for each Grantor is as set forth below:

Triangle Capital Corporation	Maryland	D11541372
ARC Industries Holdings, Inc.	Delaware	4471028
Brantley Holdings, Inc.	Delaware	4464504
Energy Hardware Holdings, Inc.	Delaware	4471862
Minco Holdings, Inc.	Delaware	4825270
Peaden Holdings, Inc.	Delaware	4635150
Technology Crops Holdings, Inc.	Delaware	4732965

Each Grantor was duly organized solely under the laws of such jurisdiction and, except as provided on Schedule I, such Grantor has not changed its legal name, jurisdiction of organization or its corporate structure in the five (5) years prior to the Closing Date.

( l ) Control Agreements. Each Grantor will obtain and deliver or cause to be delivered to the Administrative Agent, a control agreement in form and substance satisfactory to Administrative Agent and such Grantor with respect to the Collateral with respect to: (i) Deposit Accounts; (ii) Investment Related Property (for Securities Accounts, mutual funds and other uncertificated securities); and (iii) Letter of Credit Rights; and/or Electronic chattel paper having, individually, a value in excess of \$500,000 or as otherwise requested by the Administrative Agent; provided that, in each case, no such Collateral shall be included in calculating the Borrowing Base unless the same is subject to a control agreement.

( m ) Marking of Chattel Paper. If requested by the Administrative Agent, no Grantor will create any Chattel Paper without placing a legend on the Chattel Paper reasonably acceptable to the Administrative Agent indicating that the Administrative Agent has a security interest in the Chattel Paper.

( n ) Business Purpose. None of the Obligations is a Consumer Transaction, as defined in the U.C.C., and none of the Collateral has been or will be purchased or held primarily for personal, family or household purposes.

( o ) Assumed Debt. No Grantor has within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not been terminated prior to the date of this Agreement.

( p ) No Authorizations. No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the security interest purported to be created in favor of the Administrative Agent hereunder or (ii) the exercise by the Administrative Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created

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or provided for by applicable law), except as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities.

(q) Preservation. No Grantor shall take or permit any action which could materially impair the Administrative Agent's rights in the Collateral, subject to Grantors' rights to dispose of rights in the Collateral to the extent permitted hereunder or under the Credit Agreement or the right to grant Permitted Liens. Each Grantor agrees that it will, at its own cost and expense, take any and all actions necessary to warrant and defend the right, title and interest of the Secured Parties in and to the Collateral against the claims and demands of all other Persons (other than the holders of Permitted Liens).

(r) Pledged Debt. On each Representation Date, Schedule II hereto (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and all of such Pledged Debt with a principal amount in excess of \$500,000 individually has been fully authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding intercompany indebtedness evidenced by an instrument or certificated security of the respective issuers thereof owing to such Grantor.

(s) Investment Accounts. Schedule II hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts," respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodities Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Administrative Agent pursuant hereto) having "control" (within the meaning of Sections 8-106 and 9-106 of the U.C.C.) over, or any other interest in, any such Securities Account or Commodity Account or any securities or other property credited thereto.

(t) Deposit Accounts. Schedule II hereto (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Deposit Accounts" all of the Deposit Accounts in which each Grantor has an interest and each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Administrative Agent pursuant hereto) having either sole dominion and control (within the meaning of Section 9-104 of the U.C.C.) over, or any other interest in, any such Deposit Account or any money or other property deposited therein.

(u) Commercial Tort Claims. Schedule III (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor.

(v) Letter of Credit Rights. Schedule III (as such schedule may be amended or supplemented from time to time) lists all letters of credit to which such Grantor has rights.

(w) After-Acquired Property. In the event any Grantor acquires rights in any Investment Related Property (other than Pledged Entities (as defined in the Pledge Agreement),

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Commercial Tort Claims or Letter of Credit Rights after the date of this Agreement, it shall deliver to the Administrative Agent a completed Pledge Supplement, substantially in the form of Annex A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property, Commercial Tort Claims, Letter of Credit Rights and all other Investment Related Property, Commercial Tort Claims, Letter of Credit Rights; provided, however, that the Grantors shall only be required to provide an updated Pledge Supplement with respect to Pledged Debt acquired during any Fiscal Quarter on or before the Reporting Date immediately following the end of such Fiscal Quarter. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Administrative Agent shall attach to all Investment Related Property (other than Excluded Capital Securities), Commercial Tort Claims and Letter of Credit Rights immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule II or Schedule III as required hereby.

7. Events of Default. The happening of any one or more of the following events shall constitute an Event of Default hereunder: (a) the nonpayment when due of any of the Obligations which nonpayment is not fully cured within the applicable grace period therefor, if any; (b) the failure to perform, observe or fulfill any covenant or obligation contained in this Agreement and the continuation of such failure for more than thirty (30) days after the earlier of: (i) the first day on which any Loan Party has knowledge of such failure; or (ii) written notice thereof has been given to any Grantor by the Administrative Agent or (c) the occurrence of an Event of Default and the expiration of any cure period related thereto (as defined in the Credit Agreement).

8 . Remedies. Upon the occurrence of an Event of Default (and the expiration of any cure period related thereto) and during the continuation thereof, the Administrative Agent shall have all of the rights and remedies available at law (including, without limitation, those pro-vided to a secured party by the U.C.C.), or in equity to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise. In addi-tion thereto, each Grantor further agrees that (i) in the event that notice is necessary under appli-cable law, written notice mailed to a Grantor at such Grantor's address as provided herein, ten (10) business days prior to the date of public sale of any of the Collateral subject to the security interest created herein or prior to the date after which private sale or any other disposition of said Collateral will be made shall constitute reasonable notice, but notice given in any other reason-able manner or at any other time shall be suffi-cient; (ii) in the event of sale or other dis-positio-n of any such Collateral, the Administrative Agent may apply the proceeds of any such sale or dis-positio-n to the satis-faction of the Administrative Agent's reasonable, documented, out-of-pocket costs and expenses incurred in connection with the Administrative Agent's taking, retaking, holding, pre-paring for sale, and selling of the Collateral (including the reasonable, documented, out-of-pocket fees, charges and disbursements of Womble Carlyle Sandridge & Rice LLP, who will act as the legal counsel, collectively, for the Administrative Agent and the other Secured Parties); (iii) without pre-cluding any other methods of sale, the sale of Collateral shall have been made in a com-mercially reasonable manner if con-ducted in conformity with reason-able commercial practices of banks dis-posing of similar property but in any event the Administrative Agent may sell on such terms as the Administrative Agent may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind; (iv) the Administrative Agent may require the Grantors to assemble the Collateral, taking all neces-sary or appropriate action to preserve and keep it in good condition, and make such available to

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the Administrative Agent at a place and time convenient to both parties, all at the expense of the Grantors; (v) the Administrative Agent has no obligation to repair, clean-up or otherwise prepare the Collateral for sale; and (vi) the Administrative Agent shall comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. Furthermore, in any such event, to the extent permitted under applicable law, full power and authority are hereby given the Administrative Agent to sell, assign, and deliver the whole of the Collateral or any part(s) thereof, at any time(s) at any broker's board, or at public or private sale, at the Administrative Agent's option, and no delay on the Administrative Agent's part in exercising any power of sale or any other rights or options hereunder, and no notice or demand, which may be given to or made upon any or all of the Grantors by the Administrative Agent or any Secured Party with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair the Administrative Agent's right to take any action or to exercise any power of sale or any other rights hereunder, without notice or demand, or prejudice the Administrative Agent's rights as against the Grantors in any respect. The Grantors hereby waive and release to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling the Collateral and any other security for the Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Administrative Agent may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. If Administrative Agent sells any of the Collateral upon credit, the Grantors will be credited only with payments actually made by the purchaser, received by the Administrative Agent and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Administrative Agent may resell the Collateral and the Grantors shall be credited with the proceeds of the sale as and when received, less expenses. In the event the Administrative Agent purchases any of the Collateral being sold, the Administrative Agent may pay for the Collateral by crediting some or all of the Obligations of the Grantors. The Administrative Agent shall not be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing nor shall the Administrative Agent be under any obligation to take any action whatsoever with regard thereto. The Administrative Agent has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and the Administrative Agent may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting the Administrative Agent's rights against the Grantors. The Grantors waive any right they may have to require the Administrative Agent to pursue any third Person for any of the Obligations. The Administrative Agent may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

9. Continuing Security Interest. Any and all of the Administrative Agent's rights with respect to the security interests hereunder shall continue unimpaired, and the Grantors shall be and remain obligated in accordance with the terms hereof, notwithstanding the release or substitution of any Collateral at any time or of any rights or interests therein, or any delay, extension of time, renewal, compromise or other indulgence granted by the Administrative Agent or any Secured Party in reference to any of the Obligations, or any promissory note, draft, bill of exchange or other instrument or Credit Document given in connection therewith, the Grantors hereby

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waiving all notice of any such delay, extension, release, sub-stitution, renewal, compro-mise or other indul-gence, and hereby con-senting to be bound thereby as fully and effectually as if the Grantors had expressly agreed thereto in advance.

10. No Waiver. No delay on the Administrative Agent's part in exer-cising any power of sale, option or other right here-under, and no notice or demand which may be given to or made upon any Grantor by the Administrative Agent, shall con-stitute a waiver thereof, or limit or impair the Administrative Agent's right to take any action or to exer-cise any other power of sale, option or any other right here-under, without notice or demand, or prejudice the Administrative Agent's rights as against any Grantor in any respect.

11. Financing Statements. Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by the U.C.C. of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, and (ii) a description of collateral that describes such property in any other manner as the Administrative Agent may reasonably determine is necessary or advisable to ensure the perfection of the security interest in the Collateral granted under this Agreement. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request. Each Grantor agrees to reim-burse the Administrative Agent for the reasonable, documented, out-of-pocket expense of any such filings in any location deemed necessary and appropriate by the Administrative Agent. To the extent lawful, each Grantor hereby appoints the Administrative Agent as its attorney-in-fact (without requiring the Administrative Agent to act as such) to perform all other acts that the Administrative Agent deems appropriate to perfect and continue its security interest in, and to protect and preserve, the Collateral.

12. Power of Attorney. Each Grantor hereby appoints any officer or agent of the Administrative Agent as such Grantor's true and lawful attorney-in-fact with the limited power (i) effective at any time an Event of Default (and the expiration of any cure period related thereto) has occurred and is continuing, to execute and file or record any Assignments of Mortgage with respect to any Portfolio Investment, (ii) effective after the occurrence and during the continuance of an Event of Default (and the expiration of any cure period related thereto), to endorse the name of such Grantor upon any notes, checks, drafts, money orders or other instruments of payment or Collateral which may come into possession of the Administrative Agent; to sign and endorse the name of such Grantor upon any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against Account Debtors, assignments, verifications and notices in connection with Accounts; to give written notice to such office and officials of the United States Postal Service to affect such change or changes of address so that all mail addressed to any or all Grantors may be delivered directly to the Administrative Agent (the Administrative Agent will return all mail not related to the Obligations or the Collateral); granting unto such Grantor's said attorney full power to do any and all things necessary to be done with respect to the above transactions as fully and effectively as the Grantor might or could do, and hereby ratifying all its said attorney shall lawfully do or cause to

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be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement and all transactions hereunder.

13. Remedies, Etc., Cumulative. Each right, power and remedy of the Administrative Agent provided for in this Agreement or the Credit Documents or in any of the other instruments or agreements securing the Obligations or now or hereafter existing at law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by the Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Documents or in any such other instrument or agreement now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Administrative Agent of all such other rights, powers or remedies, and no failure or delay on the part of the Administrative Agent to exercise any such right, power or remedy shall operate as a waiver thereof.

14. Continuing Agreement. This is a continuing agreement and shall remain in full force and effect until terminated by written agreement of the parties and until all of the principal of, premium, if any, and interest on all of the Obligations have been fully paid. This Agreement and the liens and security interests created and granted hereunder shall remain in effect, notwithstanding the fact that at any time or from time to time there may be no Obligations outstanding, in order to secure all future Obligations. If this Agreement is revoked by operation of law as against any Grantor, such Grantor will indemnify and save the Administrative Agent and its successors or assigns, harmless from any loss which may be suffered or incurred by them in making, giving, granting or extending any loans or other credit, financing or financial accommodations, or otherwise acting, hereunder prior to receipt by the Administrative Agent of notice in writing of such revocation.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of North Carolina in all respects, including matters of construction, validity and performance except to the extent that the remedies provided herein with respect to any of the collateral are governed by the laws of any jurisdiction other than North Carolina; section headings herein are for the convenience of reference only and shall not affect the construction or interpretation of or alter or modify the provisions of this Agreement; none of the terms or provisions of this Agreement may be waived, altered, modified, limited or amended except by an agreement expressly referring hereto and to which the Administrative Agent consents in writing duly signed for the Administrative Agent and on the Administrative Agent's behalf; the rights granted to the Administrative Agent herein shall be supplementary and in addition to those granted to the Administrative Agent and/or the Secured Parties in any Credit Documents; the addresses of the parties for delivery of notices, requests, demands and other communications hereunder are as set forth in the Credit Agreement. Each of the Grantors hereby agrees that all of their liabilities and obligations under this Agreement shall be joint and several. No reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of the Collateral by any Grantor.

16. Duties of Administrative Agent. The Administrative Agent has been appointed by the Secured Parties pursuant to the Credit Agreement. Its duties to the Secured Parties, powers to act on behalf of the Secured Parties, and immunity are set forth solely therein, and shall not be

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altered by this Agreement. Any amounts realized by the Administrative Agent hereunder shall be allocated pursuant to Section 6.04 of the Credit Agreement.

17. Notices of Exclusive Control. The Administrative Agent agrees that it shall not deliver a notice of exclusive control under any control agreement executed in connection with this Agreement until a Default or an Event of Default has occurred and is continuing.

18. Keepwell. Each Grantor that is a Qualified ECP Guarantor at the time the grant of the security interest hereunder or under the other Loan Documents, in each case, by any Specified Guarantor, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Guarantor with respect to such Swap Obligation as may be needed by such Specified Guarantor from time to time to honor all of its obligations under this Agreement and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Section 18 voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Qualified ECP Guarantor intends this Section to constitute, and this Section shall be deemed to constitute a "keepwell, support, or other agreement" for the benefit of, each Specified Guarantor for all purposes of the Commodity Exchange Act.

19. Consent and Reaffirmation. Each Grantor hereby consents to the execution, delivery and performance of the Credit Agreement and agrees that each reference to the Existing Credit Agreement in the Loan Documents shall, on and after the date hereof, be deemed to be a reference to the Credit Agreement. Each Grantor hereby acknowledges and agrees that, after giving effect to the Credit Agreement, all of its respective obligations and liabilities under the Loan Documents to which it is a party, as such obligations and liabilities have been amended by the Credit Agreement, are reaffirmed, and remain in full force and effect.

20. Effect of Restatement. The Agreement amends and restates the Existing Security Agreement in its entirety and supersedes the Existing Security Agreement in all respects.

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IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**TRIANGLE CAPITAL CORPORATION**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Chief Financial Officer

**ARC INDUSTRIES HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**BRANTLEY HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**ENERGY HARDWARE HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

**MINCO HOLDINGS, INC.**

By: /s/ Steven C. Lilly  
Steven C. Lilly  
Secretary

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**PEADEN HOLDINGS, INC.**

By: /s/ Steven C. Lilly

Steven C. Lilly

Secretary

**TECHNOLOGY CROPS HOLDINGS, INC.**

By: /s/ Steven C. Lilly

Steven C. Lilly

Secretary



TRIANGLE  
CAPITAL  
CORPORATION

**TRIANGLE CAPITAL CORPORATION REPORTS FIRST QUARTER 2015 RESULTS AND  
ANNOUNCES NEW \$300 MILLION SENIOR CREDIT FACILITY**

**RALEIGH, NC - May 6, 2015, Triangle Capital Corporation (NYSE: TCAP)** (“Triangle” or the “Company”), a leading provider of capital to lower middle market companies, today announced its financial and operating results for the first quarter of 2015.

**Highlights**

- Total Investment Portfolio: \$877.4 million
- Total Net Assets (Equity): \$519.6 million
- Net Asset Value Per Share (Book Value): \$15.64
- Weighted Average Yield on Debt Investments: 12.8%
- Efficiency Ratio (G&A Expenses/Total Investment Income): 21.4%
- Investment Portfolio Activity for the Quarter Ended March 31, 2015
  - Cost of investments made during the period: \$98.2 million
  - Principal repayments (excluding PIK interest repayments) during the period: \$90.0 million
  - Proceeds related to the sale of equity investments during the period: \$7.1 million
- Non-Accrual Assets as a Percentage of Total Portfolio Cost/Fair Value: 6.1% / 2.7%
- Financial Results for the Quarter Ended March 31, 2015
  - Total investment income: \$30.8 million
  - Net investment income: \$17.8 million
  - Net investment income per share: \$0.54
  - Regular quarterly dividend per share: \$0.54
  - Supplemental dividend per share: \$0.05
  - Net realized gains: \$3.3 million
  - Net increase in net assets resulting from operations: \$8.4 million
  - Net increase in net assets resulting from operations per share: \$0.25

In commenting on the Company’s results, Garland S. Tucker, III, Chairman and Chief Executive Officer, stated, “We are pleased that we were able to follow a strong fourth quarter of 2014 with another strong quarter to begin 2015. A new record amount of investment income helped generate net investment income of \$0.54 per share, and we made investments totaling approximately \$98 million. We remain confident in both the overall quality of our investment portfolio and the investment opportunities in the lower middle market for the remainder of 2015.”

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## **First Quarter 2015 Results**

Total investment income during the first quarter of 2015 was \$30.8 million, compared to total investment income of \$24.0 million for the first quarter of 2014, representing an increase of 28.0%. The Company's increase in investment income was primarily attributable to an increase in portfolio debt investments from March 31, 2014 to March 31, 2015 and a \$2.1 million increase in non-recurring fee and dividend income. These increases were partially offset by a \$1.5 million decrease in investment income relating to non-accrual assets and a decrease in the weighted average yield on our debt investments from March 31, 2014 to March 31, 2015.

Net investment income during the first quarter of 2015 was \$17.8 million, compared to net investment income of \$13.8 million for the first quarter of 2014, representing an increase of 28.4%. Net investment income per share during the first quarter of 2015 was \$0.54, based on weighted average shares outstanding during the quarter of 33.1 million, compared to \$0.50 per share during the first quarter of 2014, based on weighted average shares outstanding of 27.8 million.

The Company's net increase in net assets resulting from operations was \$8.4 million during the first quarter of 2015, compared to \$12.5 million during the first quarter of 2014. The Company's net increase in net assets resulting from operations was \$0.25 per share during the first quarter of 2015, based on weighted average shares outstanding of 33.1 million, compared to \$0.45 per share during the first quarter of 2014, based on weighted average shares outstanding of 27.8 million.

## **Liquidity and Capital Resources**

On May 4, 2015, Triangle closed a new \$300.0 million senior credit facility ("Credit Facility"), which replaced the Company's existing \$165.0 million senior credit facility. The Credit Facility, which was jointly arranged by BB&T Capital Markets, ING Capital LLC and Fifth Third Bank, has an accordion feature which allows for an increase in the total borrowing size up to \$350.0 million. The Credit Facility's availability period ends May 3, 2019, followed by a one-year amortization period with a final maturity date of May 3, 2020. The interest rate for borrowings under the Credit Facility is LIBOR/CDOR plus 2.75%. Including the effect of the new Credit Facility, the Company's total pro forma liquidity as of March 31, 2015, was in excess of \$350.0 million.

Commenting on the Company's liquidity position, Steven C. Lilly, Chief Financial Officer of the Company, stated, "The new Credit Facility represents a significant step forward for Triangle as it provides us meaningful liquidity and optionality as we consider the most cost effective and appropriate method of funding new investment opportunities, as well as managing our existing balance sheet. We are grateful to our partners at BB&T Capital Markets, ING Capital LLC and Fifth Third Bank for their leadership in arranging the new facility and we feel extremely fortunate that our bank syndicate contains such a strong group of seasoned lenders."

In February 2015, the Company sold, in an underwritten public offering, \$86.3 million in aggregate principal amount of 6.375% notes due 2022 resulting in net proceeds to the Company, after underwriting discounts and offering expenses, of \$83.6 million. The notes will mature on March 15, 2022, and may be redeemed in whole or in part at any time or from time to time at the Company's option on or after March 15, 2018. The notes bear interest at

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a rate of 6.375% per year payable quarterly on March 15, June 15, September 15 and December 15 of each year, beginning March 15, 2015.

### **Dividend Information**

On February 25, 2015, Triangle announced that its board of directors had declared cash dividends totaling \$0.59 per share, consisting of a regular quarterly dividend of \$0.54 per share and a supplemental dividend of \$0.05 per share. The regular quarterly dividend was the Company's 33<sup>rd</sup> consecutive quarterly dividend since its initial public offering in February, 2007. The record date for both the regular quarterly dividend and the supplemental dividend was March 11, 2015, and the payment date was March 25, 2015.

### **Recent Portfolio Activity**

During the quarter ended March 31, 2015, the Company made three new investments totaling \$79.2 million, debt investments in five existing portfolio companies totaling \$16.6 million and equity investments in six existing portfolio companies totaling \$2.4 million. The Company had six portfolio company loans repaid at par totaling \$86.4 million resulting in realized gains totaling \$1.1 million and received normal principal repayments and partial loan prepayments totaling \$3.6 million. In addition, the Company received proceeds related to the sales of certain equity securities totaling \$7.1 million and recognized net realized gains on such sales totaling \$2.2 million.

New investment transactions which occurred during the first quarter of 2015 are summarized as follows:

In January, 2015, the Company made a \$22.0 million investment in Nomacorc, LLC ("Nomacorc") consisting of subordinated debt and equity. Nomacorc, a North Carolina based company, is the world's largest producer of synthetic wine corks.

In February, 2015, the Company made a \$32.1 million investment in NB Products, Inc. ("NBP") consisting of subordinated debt and equity. NBP is a designer and distributor of branded and private label products, primarily high-performance work apparel and accessories.

In March, 2015, the Company made a \$25.0 million subordinated debt investment in HTC Borrower, LLC ("HTC"). HTC designs, markets and distributes branded hunting and outdoor clothing, equipment and accessories online and through independent retailers

New portfolio investments subsequent to quarter end are summarized as follows:

In April, 2015, the Company made a \$15.0 million subordinated debt investment in Radiant Logistics, Inc. ("Radiant"). Radiant is a non-asset based transportation and logistics company providing domestic and international freight forwarding services and an expanding array of value-added solutions, including customs and property brokerage, order fulfillment, inventory management and warehousing.

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## **Conference Call to Discuss First Quarter 2015 Results**

Triangle has scheduled a conference call to discuss first quarter 2015 operating and financial results for Thursday, May 7, 2015, at 9:00 a.m. (Eastern Time).

To listen to the call, please dial 877-312-5521 or 253-237-1143 approximately 10 minutes prior to the start of the call. A taped replay will be made available approximately two hours after the conclusion of the call and will remain available until May 11, 2015. To access the replay, please dial 855-859-2056 or 404-537-3406 and enter the passcode 24407148.

Triangle's quarterly results conference call will also be available via a live webcast on the investor relations section of its website at <http://ir.tcap.com/events.cfm>. Access the website 15 minutes prior to the start of the call to download and install any necessary audio software. An archived webcast replay will be available on the Company's website until June 5, 2015.

### **About Triangle Capital Corporation**

Triangle Capital Corporation ([www.TCAP.com](http://www.TCAP.com)) invests capital in established companies in the lower middle market to fund growth, changes of control and other corporate events. Triangle offers a wide variety of investment structures with a primary focus on mezzanine financing with equity components. Triangle's investment objective is to seek attractive returns by generating current income from debt investments and capital appreciation from equity related investments. Triangle's investment philosophy is to partner with business owners, management teams and financial sponsors to provide flexible financing solutions. Triangle typically invests \$5.0 million - \$35.0 million per transaction in companies with annual revenues between \$20.0 million and \$200.0 million and EBITDA between \$5.0 million and \$35.0 million.

Triangle has elected to be treated as a business development company under the Investment Company Act of 1940 ("1940 Act"). Triangle is required to comply with a series of regulatory requirements under the 1940 Act as well as applicable NYSE, federal and state laws and regulations. Triangle has elected to be treated as a regulated investment company under the Internal Revenue Code of 1986. Failure to comply with any of the laws and regulations that apply to Triangle could have a material adverse effect on Triangle and its stockholders.

### **Forward Looking Statements**

This press release may contain forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Any such statements, other than statements of historical fact, are likely to be affected by other unknowable future events and conditions, including elements of the future that are or are not under the Company's control, and that the Company may or may not have considered; accordingly, such statements cannot be guarantees or assurances of any aspect of future performance. Actual developments and results are highly likely to vary materially from these estimates and projections of the future and some of these uncertainties are enumerated in Triangle's filings with the Securities and Exchange Commission. Certain factors that could cause actual results to differ materially from those contained in the forward-looking statements are included in our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, each as filed with the Securities and Exchange Commission. Copies are available on the SEC's website at [www.sec.gov](http://www.sec.gov) and stockholders may receive a hard copy of the completed audited financial statements free of charge upon request to the Company at 3700 Glenwood Avenue, Suite 530,

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Raleigh, NC 27612. Such statements speak only as of the time when made, and the Company undertakes no obligation to update any such statement now or in the future.

**Contacts**

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919-719-4784  
[scolquitt@tcap.com](mailto:scolquitt@tcap.com)

Steven C. Lilly  
Chief Financial Officer  
919-719-4789  
[slilly@tcap.com](mailto:slilly@tcap.com)

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**TRIANGLE CAPITAL CORPORATION**  
**Consolidated Balance Sheets**

	<u>March 31, 2015</u>	<u>December 31, 2014</u>
	(Unaudited)	
<b>Assets:</b>		
Investments at fair value:		
Non-Control / Non-Affiliate investments (cost of \$686,166,666 and \$717,233,688 at March 31, 2015 and December 31, 2014, respectively)	\$ 651,682,278	\$ 693,312,886
Affiliate investments (cost of \$210,307,952 and \$175,182,171 at March 31, 2015 and December 31, 2014, respectively)	213,255,812	178,935,236
Control investments (cost of \$29,636,763 and \$29,636,763 at March 31, 2015 and December 31, 2014, respectively)	12,473,000	14,975,000
Total investments at fair value	877,411,090	887,223,122
Cash and cash equivalents	111,763,958	78,759,026
Interest and fees receivable	7,205,672	7,409,105
Prepaid expenses and other current assets	615,625	438,861
Property and equipment, net	115,427	108,753
<b>Total assets</b>	<b>\$ 997,111,772</b>	<b>\$ 973,938,867</b>
<b>Liabilities:</b>		
Accounts payable and accrued liabilities	\$ 3,113,643	\$ 7,144,673
Interest payable	1,435,372	3,365,237
Taxes payable	56,002	2,506,031
Deferred income taxes	3,208,718	3,363,669
Borrowings under credit facility	20,323,357	61,389,306
Notes	229,425,841	145,646,224
SBA-guaranteed debentures payable	219,933,391	219,697,098
<b>Total liabilities</b>	<b>477,496,324</b>	<b>443,112,238</b>
<b>Commitments and contingencies</b>		
<b>Net Assets:</b>		
Common stock, \$0.001 par value per share (150,000,000 shares authorized, 33,225,627 and 32,950,288 shares issued and outstanding as of March 31, 2015 and December 31, 2014, respectively)	33,226	32,950
Additional paid in capital	542,136,742	542,119,994
Investment income in excess of distributions	10,976,071	12,926,514
Accumulated realized gains	15,729,070	12,464,699
Net unrealized appreciation (depreciation)	(49,259,661)	(36,717,528)
<b>Total net assets</b>	<b>519,615,448</b>	<b>530,826,629</b>
<b>Total liabilities and net assets</b>	<b>\$ 997,111,772</b>	<b>\$ 973,938,867</b>
Net asset value per share	\$ 15.64	\$ 16.11



**TRIANGLE CAPITAL CORPORATION**  
**Unaudited Consolidated Statements of Operations**

	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014
<b>Investment income:</b>		
Loan interest, fee and dividend income:		
Non-Control / Non-Affiliate investments	\$ 21,784,751	\$ 16,507,765
Affiliate investments	4,944,559	3,576,791
Control investments	100,000	145,360
Total loan interest, fee and dividend income	26,829,310	20,229,916
Payment-in-kind interest income:		
Non-Control / Non-Affiliate investments	2,728,323	2,997,777
Affiliate investments	1,169,001	730,657
Control investments	—	5,987
Total payment-in-kind interest income	3,897,324	3,734,421
Interest income from cash and cash equivalent investments	52,936	74,608
Total investment income	30,779,570	24,038,945
<b>Operating expenses:</b>		
Interest and other financing fees	6,432,455	5,139,512
General and administrative expenses	6,577,536	5,056,092
Total operating expenses	13,009,991	10,195,604
<b>Net investment income</b>	<b>17,769,579</b>	<b>13,843,341</b>
<b>Realized and unrealized gains (losses) on investments and foreign currency borrowings:</b>		
Net realized gains (losses):		
Non-Control / Non-Affiliate investments	3,236,669	272,201
Affiliate investments	27,702	—
Control investments	—	(208,553)
Net realized gains (losses)	3,264,371	63,648
Net unrealized appreciation (depreciation):		
Investments	(13,715,840)	(1,498,470)
Foreign currency borrowings	1,173,707	360,535
Net unrealized appreciation (depreciation)	(12,542,133)	(1,137,935)
Net realized and unrealized gains (losses) on investments and foreign currency borrowings	(9,277,762)	(1,074,287)
Provision for taxes	(137,875)	(266,555)
<b>Net increase in net assets resulting from operations</b>	<b>\$ 8,353,942</b>	<b>\$ 12,502,499</b>
Net investment income per share—basic and diluted	\$ 0.54	\$ 0.50
Net increase in net assets resulting from operations per share—basic and diluted	\$ 0.25	\$ 0.45
<b>Dividends/distributions paid per share:</b>		
Regular quarterly dividends/distributions	\$ 0.54	\$ 0.54
Supplemental dividends/distributions	0.05	0.15
Total dividends/distributions	\$ 0.59	\$ 0.69
Weighted average number of shares outstanding—basic and diluted	33,099,197	27,805,108

**TRIANGLE CAPITAL CORPORATION**  
**Unaudited Consolidated Statements of Cash Flows**

	Three Months Ended March 31, 2015	Three Months Ended March 31, 2014
<b>Cash flows from operating activities:</b>		
Net increase in net assets resulting from operations	\$ 8,353,942	\$ 12,502,499
Adjustments to reconcile net increase in net assets resulting from operations to net cash used in operating activities:		
Purchases of portfolio investments	(98,213,197)	(77,498,482)
Repayments received/sales of portfolio investments	97,094,750	51,808,786
Loan origination and other fees received	1,606,861	1,367,819
Net realized gain on investments	(3,264,371)	(63,648)
Net unrealized depreciation on investments	13,870,791	1,402,236
Net unrealized appreciation on foreign currency borrowings	(1,173,707)	(360,535)
Deferred income taxes	(154,951)	96,234
Payment-in-kind interest accrued, net of payments received	810,547	(1,472,204)
Amortization of deferred financing fees	511,864	397,944
Accretion of loan origination and other fees	(1,960,200)	(835,536)
Accretion of loan discounts	(133,149)	(346,201)
Accretion of discount on SBA-guaranteed debentures payable	46,222	45,230
Depreciation expense	15,169	9,652
Stock-based compensation	1,642,297	1,338,072
Changes in operating assets and liabilities:		
Interest and fees receivable	203,433	1,549,819
Prepaid expenses and other current assets	(176,764)	(2,641,584)
Accounts payable and accrued liabilities	(4,031,030)	(5,750,369)
Interest payable	(1,929,865)	(1,924,058)
Taxes payable	(2,450,029)	(1,064,544)
Net cash provided by (used in) operating activities	<u>10,668,613</u>	<u>(21,438,870)</u>
<b>Cash flows from investing activities:</b>		
Purchases of property and equipment	(21,843)	(25,552)
Net cash used in investing activities	<u>(21,843)</u>	<u>(25,552)</u>
<b>Cash flows from financing activities:</b>		
Borrowings under credit facility	8,000,000	—
Repayments of credit facility	(48,000,000)	—
Proceeds from notes	83,565,582	—
Expenses related to public offering of common stock	(54,967)	—
Common stock withheld for payroll taxes upon vesting of restricted stock	(2,400,352)	(2,474,121)
Cash dividends/distributions paid	(18,752,101)	(18,527,556)
Net cash provided by (used in) financing activities	<u>22,358,162</u>	<u>(21,001,677)</u>
Net increase (decrease) in cash and cash equivalents	33,004,932	(42,466,099)
Cash and cash equivalents, beginning of period	78,759,026	133,304,346
<b>Cash and cash equivalents, end of period</b>	<b><u>\$ 111,763,958</u></b>	<b><u>\$ 90,838,247</u></b>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid for interest	\$ 7,644,734	\$ 6,404,312
<b>Summary of non-cash financing transactions:</b>		
Dividends/distributions paid through DRIP share issuances	\$ 830,046	\$ 707,290