As filed with the Securities and Exchange Commission on June 9, 2017

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PQ GROUP HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Delaware	**2800**	**81-3406833**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

300 Lindenwood Drive
Valleybrooke Corporate Center
Malvern, Pennsylvania 19355
(610) 651-4400
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

James F. Gentilcore
President and Chief Executive Officer
PQ Group Holdings Inc.
300 Lindenwood Drive
Valleybrooke Corporate Center
Malvern, Pennsylvania 19355
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Craig E. Marcus	**Jason M. Licht**
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(617) 951-7000	

Approximate date of commencement of proposed sale to public: As soon as practicable after this Registration Statement is declared effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee(1)**
Common stock, par value $0.01 per share	$100,000,000	$11,590

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) of the Securities Act of 1933, as amended, based upon an estimate of the maximum offering price.
(2) Includes the offering price of additional shares of common stock that may be purchased by the underwriters.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated June 9, 2017
PROSPECTUS

Shares

PQ Group Holdings Inc.

Common Stock

This is the initial public offering of the common stock of PQ Group Holdings Inc., a Delaware corporation. PQ Group Holdings Inc. is offering shares of common stock to be sold in the offering.

Prior to this offering, there has been no public market for our common stock. The initial public offering price is expected to be between $ and $ per share. We intend to apply to list our common stock on the New York Stock Exchange under the symbol "PQG."

See "Risk Factors" beginning on page 26 to read about factors you should consider before buying shares of our common stock.

	Per Share	***Total***
Initial public offering price	*$*	*$*
Underwriting discounts and commissions (1)	*$*	*$*
Proceeds, before expenses, to us	*$*	*$*

(1) See "Underwriters" for additional information regarding underwriter compensation.

To the extent that the underwriters sell more than shares of our common stock, the underwriters have the option for a period of 30 days from the date of this prospectus to purchase up to an additional shares of our common stock from us at the initial public offering price less the underwriting discount.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of our common stock on or about , 2017.

Morgan Stanley *Goldman Sachs & Co. LLC* *Citigroup* *Credit Suisse*
J.P. Morgan *Jefferies* *Deutsche Bank Securities* *KeyBanc Capital Markets*

, 2017

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We have not authorized any person to provide you with any information or represent anything about us or this offering that is not contained in this prospectus or in any free writing prospectus we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

SUPPLY SHARE AND INDUSTRY INFORMATION

Certain statistical information used throughout this prospectus is based on independent industry publications, reports by research firms or other published independent sources. Some statistical information is also based on our good faith estimates, which are derived from management's knowledge of our industry and such independent sources referred to above. Certain supply share statistics, ranking and industry information included in this prospectus, including the size of certain markets and our estimated supply share position and the supply share positions of our competitors, are based on management estimates. These estimates have been derived from our management's knowledge and experience in the industry and end uses into which we sell our products, as well as information obtained from surveys, reports by research firms, our customers, distributors, suppliers, trade and business organizations and other contacts in the industries into which we sell our products. We believe these data to be accurate as of the date of this prospectus. However, this information may prove to be inaccurate because this information cannot always be verified with complete certainty due to the limitations on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties. As a result, you should be aware that industry data included in this prospectus, and estimates and beliefs based on that data, may not be reliable. We cannot guarantee the accuracy or completeness of any such information contained in this prospectus. Unless otherwise noted, all of our supply share position information presented in this prospectus is an approximation based on management's knowledge and is based on our sales volumes relative to the estimated sales volumes for the year ended December 31, 2016 in relevant products or end uses into which we sell our products. In the case of our refining services product group, including the products and services thereof, such supply share position information excludes volume attributable to manufacturers who produce primarily for their own consumption. References to our being a leader in a supply share position or product group refer to our belief that we have one of the leading supply share positions, unless otherwise indicated or the context otherwise requires. In addition, references to various end uses into which we sell our products are based on how we define the end uses for our products.

Certain monetary amounts, percentages and other figures included in this prospectus have been subject to rounding adjustments. Accordingly, numerical figures shown as totals in certain tables or charts may not be the arithmetic aggregation of the figures that precede them. In addition, we round certain percentages presented in this prospectus to the nearest whole number. As a result, figures expressed as percentages in the text may not total 100% or, as applicable, when aggregated may not be the arithmetic aggregation of the percentages that precede them.

TRADEMARKS AND TRADENAMES

We own or have rights to trademarks or trade names that we use in conjunction with the operation of our business. In addition, our name, logo and website name and address are our service marks or trademarks. Each trademark, trade name or service mark by any other company appearing in this prospectus belongs to its holder. Some of the more important trade names and trademarks that we use include Potters, PQ, Zeolyst, Zeolyst International and EcoServices. We also own or have the rights to copyrights that protect the content of our products. Solely for convenience, the trademarks, service marks, trade names and copyrights referred to in this prospectus are listed without the ™, SM, ® and © symbols, but we will assert, to the fullest extent under applicable law, our rights to these trademarks, service marks, trade names and copyrights.

THE BUSINESS COMBINATION

On May 4, 2016, we consummated a series of transactions (the "Business Combination") to reorganize and combine the businesses of PQ Holdings Inc. ("PQ Holdings") and Eco Services Operations LLC ("Eco") under a new holding company, PQ Group Holdings Inc. ("PQ Group Holdings" or "the "company"), pursuant to a reorganization and transaction agreement, dated August 17, 2015, as amended, by and among PQ Group Holdings, PQ Holdings, PQ Corporation, Eco, Eco Services Holdings LLC, Eco Services Group Holdings LLC and certain investment funds affiliated with CCMP Capital Advisors, LLC (now known as CCMP Capital Advisors, LP; "CCMP"). We refer to the business of PQ Holdings prior to the Business Combination as "legacy PQ" and the business of Eco prior to the Business Combination as "legacy Eco."

BASIS OF FINANCIAL PRESENTATION

Legacy Eco operated as a business unit of Solvay USA Inc. ("Solvay") until the acquisition of substantially all of the assets of Solvay's Eco Services business unit by Eco on December 1, 2014 (the "2014 Acquisition"). References in this prospectus to "Predecessor" include each of the periods from January 1, 2012 to November 30, 2014. For 2014, the results include 11 months of legacy Eco operating activity (January 1, 2014 to November 30, 2014) and include amounts that have been "carved out" from Solvay's financial statements using assumptions and allocations made by Solvay to reflect Solvay's Eco Services business unit on a stand-alone basis. References in this prospectus to "Successor" refer to the period from inception of Eco (July 30, 2014) to December 31, 2014, but only include one month of legacy Eco operating activity (December 1, 2014 to December 31, 2014), because there was no operating activity for the period from inception (July 30, 2014) to November 30, 2014, and reflect legacy Eco on a stand-alone basis.

On May 4, 2016, we consummated the Business Combination to reorganize and combine the businesses of PQ Holdings and Eco under a new holding company. In accordance with United States generally accepted accounting principles ("GAAP"), legacy Eco was the accounting acquirer in the Business Combination and, as such, legacy Eco is treated as our predecessor and therefore the financial information through May 4, 2016 only includes the results of legacy Eco. The financial information presented in this prospectus subsequent to May 4, 2016 is of PQ Group Holdings, which includes the operating results of legacy Eco and legacy PQ.

The following table summarizes, for each of the periods specified below and for which financial information is included for the issuer, PQ Group Holdings, in this prospectus, the portion, if any, of the financial results of the operations of legacy PQ and legacy Eco that is included in the financial results for such periods presented in accordance with GAAP.

	Three months ended March 31,		Pro forma year ended December 31,	Years ended December 31,		Successor	Predecessor
	2017	2016	2016	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Operations of legacy Eco	Included	Included	Included	Included	Included	Partially included (December 1 to December 31)	Included (January 1 to November 30)
Operations of legacy PQ	Included	Not included	Included	Partially included (May 4 to December 31)	Not included	Not included	Not included

The financial statements of our accounting predecessor contained in this prospectus for periods prior to the 2014 Acquisition are not necessarily indicative of what legacy Eco's financial position, results of operations and cash flows would have been had legacy Eco operated as a separate, standalone entity independent of Solvay.

In an effort to supplement our financial information presented in accordance with GAAP, as a result of the required presentation of the 2014 Acquisition and the Business Combination and the related pro forma financial information presented in accordance with Article 11 of Regulation S-X, we have included in this prospectus the following non-GAAP financial measures to clarify and enhance an understanding of the historical results of our entire business:

- Pro forma adjusted financial information (for the year ended December 31, 2016): Represents pro forma financial information presented in accordance with Article 11 of Regulation S-X, adjusted to include sales of $131.3 million representing our 50% proportionate share of the total net sales of Zeolyst International and Zeolyst C.V. (our 50% owned joint ventures that we refer to collectively as

our "Zeolyst Joint Venture") for such period. We account for the Zeolyst Joint Venture as an equity method investment in accordance with GAAP. As a result, such pro forma adjusted financial information does not reflect our results as presented in accordance with GAAP.

- Combined financial information (for the three months ended March 31, 2016 and the years ended December 31, 2015 and 2014): Represents the sum of the results of legacy Eco and legacy PQ for such period and combined adjusted financial information is further adjusted to include sales of $26.7 million, $159.8 million, $10.6 million and $96.1 million for the three months ended March 31, 2016, the years ended December 31, 2015 and 2014, respectively, in each case representing our 50% proportionate share of the total net sales of our Zeolyst Joint Venture for such period.

Combined financial information and combined adjusted financial information do not reflect our results as presented in accordance with GAAP, may yield results that are not comparable on a period-to-period basis and may not reflect the actual results we would have achieved if the Business Combination had occurred at the beginning of the applicable period.

Additional information regarding our financial performance and non-GAAP measures, including pro forma adjusted financial information, combined financial information and combined adjusted financial information, together with a reconciliation of these non-GAAP measures to their most directly comparable GAAP measure, is included in "Summary Historical and Unaudited Pro Forma Financial and Other Data." In addition, such financial information should be read in conjunction with the disclosures set forth under "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes appearing elsewhere in this prospectus.

THE RECLASSIFICATION

In connection with this offering, on , 2017, we effected a -for-1 split of our Class A common stock and then reclassified our Class A common stock into common stock. Immediately prior to this offering, we will convert each outstanding share of our Class B common stock into approximately shares of our common stock plus an additional number of shares determined by dividing the unreturned paid-in capital amount of such share of Class B common stock, or $ per share, by the initial public offering price of a share of our common stock in this offering, rounded to the nearest whole share. References to the "Reclassification" throughout this prospectus refer to the -for-1 split of our Class A common stock, the reclassification of our Class A common stock into our common stock and the conversion of our Class B common stock into our common stock. Unless otherwise indicated, all share data gives effect to the Reclassification, including the conversion of all shares of our Class B common stock into shares of our common stock, based upon an estimated Class B conversion factor determined by reference to an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus. Such share data is subject to change based on the actual number of shares of our common stock issued in connection with the conversion of our Class B common stock into our common stock. See "The Reclassification."

PROSPECTUS SUMMARY

This summary highlights information appearing elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before investing in our common stock. You should carefully read the entire prospectus, including the historical financial statements and related notes and the pro forma condensed combined financial information and related notes included elsewhere in this prospectus and the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements," before deciding whether to invest in our common stock. Unless otherwise indicated or the context otherwise requires, references to "we," "us," "our," "PQ Group Holdings," or the "company" refer to PQ Group Holdings Inc. and its consolidated subsidiaries, including PQ Holdings Inc., Eco Services Operations Corp. and PQ Corporation, our primary operating company. We refer to the business of PQ Holdings Inc. prior to the Business Combination as "legacy PQ" and we refer to the business of Eco Services Operations LLC prior to the Business Combination as "legacy Eco." See "Basis of Financial Presentation." All information in this prospectus assumes no exercise of the underwriters' option to purchase additional shares, unless otherwise noted.

Our Company

We are a leading global provider of catalysts, specialty materials and chemicals, and services that enable environmental improvements, enhance consumer products, and increase personal safety. Our products and solutions help companies produce vehicles with improved fuel efficiency and cleaner emissions. Our materials are critical ingredients in consumer products that make teeth brighter, skin softer, and wounds heal faster. We produce highly engineered materials that make highways and airports safer for drivers and pilots. Because our products are predominantly inorganic and carbon-free, we believe we contribute to improving the sustainability of our planet.

We believe our products deliver significant value to our customers, as demonstrated by our profit margins. Our products, which are mostly additives, catalysts, and services, typically constitute a small portion of our customers' overall end-product costs yet are critical to product performance. For example, our catalysts are highly technical, customized products that require customer collaboration and significant lead time, resources, and intellectual property to develop. Through this collaborative innovation process, we have developed zeolite-based catalysts that are an effective and efficient method to reduce pollutants in diesel engines and enable our customers to meet increasingly stringent vehicle emission standards worldwide. In personal care applications, we have collaborated with leading consumer products companies over a number of years to develop a family of gentle silica-based dentifrice abrasives that produce more effective cleaning toothpastes. These collaborative efforts with our customers continue to drive our product innovation process.

Our value-added products seek to address global issues that are often either the subject of significant regulations or are driven by consumer preferences, which we believe positions us to grow in excess of gross domestic product growth rates. Consumer preferences and global regulations requiring environmentally friendlier products are at the core of many of our value-added products and, we believe, provide us with high-margin growth opportunities. For example, our products and services facilitate improvement in vehicle fuel efficiency and emissions, enable vehicles to be lighter, and allow tires to roll and engines to run with less friction. The production of higher octane gasoline, which is needed for certain smaller turbocharged engines, has generated additional demand for the alkylation units that use our refinery services.

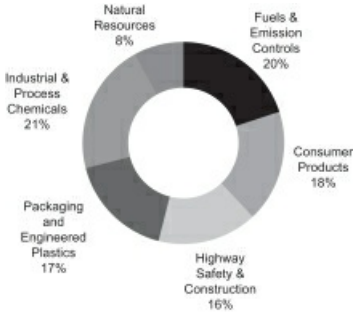
For the year ended December 31, 2016, we generated sales of $1,064.2 million and a net loss of $(79.7) million, determined in accordance with GAAP. On a pro forma adjusted basis, which is a non-GAAP financial measure, we generated pro forma adjusted sales of $1,534.3 million and pro forma Adjusted EBITDA of $420.8 million, which represented a pro forma Adjusted EBITDA margin of approximately 27% for the same period. On a constant currency basis, our combined adjusted sales grew at a 1.5% compound annual growth rate from 2014 to 2016 and our combined Adjusted EBITDA grew at a 6.9% compound annual growth rate over the same time period. Additional information regarding our financial performance and non-GAAP measures, including pro forma adjusted sales, combined adjusted sales, pro forma Adjusted EBITDA and combined Adjusted EBITDA, together with a reconciliation of these non-GAAP measures to their most directly comparable GAAP measure, is included in "Summary Historical and Unaudited Pro Forma Financial and Other Data."

We have two reporting segments: environmental catalysts and services and performance materials and chemicals. In our environmental catalysts and services segment, we have three product groups: silica catalysts, zeolite catalysts, and refining services. In our performance materials and chemicals segment, we have two product groups: performance materials and performance chemicals.

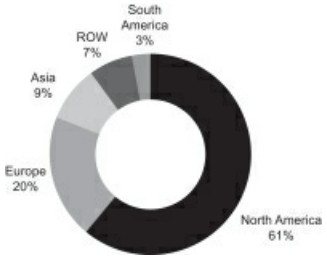
In 2016, we served over 4,000 customers globally across many end uses from our 68 manufacturing facilities, which are strategically located across six continents. We believe we are a leader in each of our product groups, holding what we estimate to be a number one or number two supply share position for products that generated more than 90% of our 2016 pro forma sales. We believe that our global footprint and efficient network of strategically located manufacturing facilities provide us with a strong competitive advantage in serving our customers. We serve these customers both regionally as well as globally. We believe that we hold our leading supply share positions in the key regions that we serve while also benefiting from leading global presence and capabilities. Within our performance chemicals product group, we estimate that we had approximately three times the sodium silicate supply share of our closest competitor based on 2016 sales volume. This product group, which is the backbone across our additives and catalyst platform, is highly regionalized because of the expense of shipping sodium silicates extended distances due to their water content. Our refining services product group is also a highly regionalized business due to shipping costs and customer integration requirements, and in 2016 we estimate that we had a regenerated sulfuric acid supply share in excess of 50% in the United States, which we believe is substantially larger than our closest competitor. We recently reorganized our business to be market-based rather than product-based in order to better align our product groups with similar end uses to meet our customers' needs.

We are highly diversified by business, geography, and end use, and in 2016 the majority of our pro forma adjusted sales were into applications that have historically had relatively predictable, consistent demand patterns driven by consumption or frequent replacement cycles.

2016 Pro Forma Adjusted Sales by End Use



2016 Pro Forma Adjusted Sales by Geography (1)



(1) Based on the delivery destination for products sold in 2016.

Our Industry

We compete in the specialty chemicals and materials industry. Our industry is characterized by constant development of new products and the need to support customers with new product innovation and technical services to meet their challenges. In addition, customers demand consistent product quality and a reliable source of supply. Products sold to our customers can be highly value-added even when they represent only a small portion of the overall end product costs, and success can be achieved by helping customers improve their product performance, value, and quality. As a result, operating margins in this sector have historically been high and generally stable through economic cycles. In addition, many products in the specialty chemicals and materials industry benefit from economics that favor incumbent producers because the capital cost to expand existing capacity is typically significantly less than the capital cost necessary to build a new plant. The combination of attractive operating margins and moderate and generally predictable maintenance capital expenditure requirements can produce attractive cash flows. Our industry is also characterized by the need to produce consistent quality in a safe and environmentally sustainable manner.

The table below summarizes our key end use applications and products as well as the significant growth drivers in those applications.

Key End Uses	2016 Pro Forma Adjusted Sales(1)	Significant Growth Drivers	Key PQ Products
Fuels & Emissions Controls	20%	• Global regulatory requirements to: • Remove nitrogen oxides from emissions • Remove sulfur from diesel and gasoline • Increase gasoline octane in order to improve fuel efficiency while lowering vapor pressure to regulated levels for premium fuels • Improve lubricant characteristics to improve fuel efficiencies	• Refinery catalysts • Emissions control catalysts • Catalyst recycling services
Consumer Products	18%	• Substitution of silicate materials for less environmentally friendly chemical additives in detergent and cleaning end uses • Demand for improved quality and shelf life of beverages • Demand for improved oral hygiene and appearance	• Silica gels for edible oil and beer clarification • Precipitated silicas and zeolites for the surface coating, dentifrice, and dishwasher and laundry detergent applications
Highway Safety & Construction	16%	• Demand for enhanced “dry and wet” visibility of road and airport markings to improve safety • Drive for weight reduction in cements	• Reflective markings for roadways and airports • Hollow glass beads, or microspheres, for cement additives

Key End Uses	2016 Pro Forma Adjusted Sales(1)	Significant Growth Drivers	Key PQ Products
Packaging & Engineered Plastics	17%	• Demand for increased process efficiency and reduction of by-products in production of chemicals • Demand for high-density polyethylene lightweighting of automotive components • Enhanced properties in plastic composites for the automotive and electronics industries	• Catalysts for high-density polyethylene and chemicals syntheses • Antiblocks for film packaging • Solid and hollow microspheres for composite plastics
Industrial & Process Chemicals	21%	• Demand in the tire industry for reduced rolling resistance • Usage of silicate in municipal water treatment to inhibit corrosion in aging pipelines • Growth in manufacturing in North America driving demand for metal finishing	• Silicate precursors for the tire industry • Silicate for water treatment • Glass beads, or microspheres, for metal finishing end uses
Natural Resources	8%	• More environmentally friendly drilling fluids for oil and gas production • Recovery in global oil drilling / U.S. copper production • Growing demand for lighter weight cements in oil and natural gas wells	• Silicates for drilling muds • Hollow glass beads, or microspheres, for oil well cements • Sulfur derivatives for copper mining • Bleaching aids for paper

(1) Pro forma adjusted sales percentages give effect to the consummation of the Business Combination and the related financing transactions as if they occurred on January 1, 2015 and include our proportionate share of total net sales of our Zeolyst Joint Venture, which we account for as an equity method investment in accordance with GAAP. For the year ended December 31, 2016, we had pro forma adjusted sales of $1,534.3 million, which included sales of $131.3 million representing our 50% proportionate share of our Zeolyst Joint Venture total net sales. As a result, the pro forma adjusted sales information presented does not reflect our sales as presented in our consolidated financial statements in accordance with GAAP.

Our Business

The table below summarizes certain information regarding our two reporting segments and our five product groups for the year ended December 31, 2016.

(Dollars in millions) Segments and Product Groups	Year ended December 31, 2016							
	Sales	% of Total Sales	Pro Forma Adjusted Sales(1)	% of Total Pro Forma Adjusted Sales(1) (2)	Net Loss	Pro Forma Adjusted EBITDA(1)	% of Total Pro Forma Adjusted EBITDA(1) (3)	Estimated Supply Share Position(4)
Environmental Catalysts and Services:								
Silica Catalysts	$ 53.0	5.0%	$ 84.2	5.5%				#2
Zeolite Catalysts	—	—	131.3	8.5%				Primarily #1 or #2
Refining Services	373.7	35.0%	373.7	24.3%				#1
Subtotal	$ 426.7	40.0%	$ 589.2	38.3%		$ 221.8	48.9%	
Performance Materials and Chemicals:								
Performance Chemicals	$ 437.5	41.0%	$ 663.9	43.2%				Primarily #1(5)
Performance Materials	206.5	19.4%	291.3	19.0%				Primarily #1(6)
Sales Eliminations	(5.0)	(0.4%)	(8.0)	(0.5%)				
Subtotal	$ 639.0	60.0%	$ 947.2	61.7%		$ 231.8	51.1%	
Eliminations / Corporate	(1.5)		(2.1)			(32.8)		
Total	$1,064.2	100.0%	$1,534.3	100.0%	$(79.7)	$ 420.8	100.0%	

(1) Pro forma adjusted information gives effect to the consummation of the Business Combination and the related financing transactions as if they occurred on January 1, 2015 and include our proportionate share of the results of our Zeolyst Joint Venture, which we account for as an equity method investment in accordance with GAAP. For the year ended December 31, 2016, we had pro forma adjusted sales of $1,534.3 million, which included sales of $131.3 million representing our 50% proportionate share of our Zeolyst Joint Venture total net sales. As a result, the pro forma adjusted information presented does not reflect our results as presented in our consolidated financial statements in accordance with GAAP.

(2) Percentage calculations exclude $2.1 million in intersegment sales eliminations.

(3) Percentage calculations exclude $32.8 million in corporate expenses.

(4) Estimated supply share positions are based on management's estimates based on 2016 sales volume and represent our estimated global supply share positions for each of our product groups, except that the estimated supply share position for our refining services product group reflects our estimate of only our supply share position in the United States and excludes volume attributable to manufacturers who produce primarily for their own consumption.

(5) We believe we hold #1 supply share positions with respect to products that accounted for approximately 73% of our performance chemicals product group's 2016 pro forma adjusted sales, and that we hold #2 supply share positions with respect to products that accounted for the remaining approximately 27% of our performance chemicals product group's 2016 pro forma adjusted sales.

(6) We believe we hold #1 supply share positions with respect to products that accounted for approximately 89% of our performance materials product group's 2016 pro forma adjusted sales, and that we hold #2 supply share positions with respect to products that accounted for the remaining approximately 11% of our performance materials product group's 2016 pro forma adjusted sales.

We are an integrated, global provider of catalysts, specialty materials and chemicals, and services that share common end uses, manufacturing techniques, and process technology. For example, all of our product groups address challenges faced by global automotive companies to meet increasingly strict fuel efficiency standards.

Our manufacturing platform is based on furnace technology and proprietary knowledge developed from almost two centuries of combined experience at legacy PQ and legacy Eco applying silicates chemistry production and the development of applications across a broadening set of end uses. All of our product groups produce materials through our furnace process, other than our silica catalysts and zeolite catalysts product groups, which are derivatives of our performance chemicals product group. We believe we have a differentiated capability around furnace operations that enables us to operate more efficiently than most of our competitors.

Environmental Catalysts and Services

Our environmental catalysts and services business is a leading global innovator and producer of catalysts for the refinery, emissions control, and petrochemical industries and is also a leading provider of catalyst recycling services to the North American refining industry. We believe our products are mission critical for our customers in these growing applications and impart essential functionality in chemical and refining production processes and in emissions control for engines. Our catalysts are highly technical and customized for our customers and can require up to ten years of development and collaboration with customers in order to commercialize. Catalyst specifications are constantly evolving in order to address changing customer demands and requirements for lower cost and improved quality. As a result, we must continuously collaborate with our customers to create new and more efficient pathways for the production of chemicals and fuels. Our environmental catalysts and services business consists of three product groups: silica catalysts, zeolite catalysts, and refining services.

Silica Catalysts. In our silica catalysts product group, we sell both the finished catalyst and catalyst supports, which are critical catalyst components, for the production of high-density polyethylene ("HDPE"), a high strength and high stiffness plastic used in packaging films, bottles and containers, and other molded applications. We also produce a catalyst that is used globally for the production of methyl methacrylate, the monomer for acrylic engineering resins, a clear scratch-resistant plastic used in sheet or molded form to replace glass and as a durable surface coating.

Zeolite Catalysts. Our zeolite catalysts product group is a leading global supplier of emissions control catalysts as well as a supplier of specialty catalysts, precursors, and formulations to refineries and downstream petrochemicals and chemical companies. We operate through our Zeolyst Joint Venture with CRI Zeolites Inc., which is an affiliate of Royal Dutch Shell ("CRI"). Our Zeolyst Joint Venture is a long-standing partnership dating back to 1988, which combines our expertise in zeolites supply and technology and our partner's expertise in global refinery catalyst sales and technology. These specialty zeolite-based catalysts are sold to the emissions control industry for use in diesel emission control units in both on-road and non-road diesel engines. In addition, our zeolite catalysts product group is a leading supplier of hydrocracking catalysts as a direct seller and supplier to other catalyst suppliers. This product group also produces other specialty catalysts, including aromatic catalysts that upgrade aromatic by-product streams, dewaxing catalysts that improve lube oil performance and diesel cold flow performance, and paraffin isomerization catalysts that upgrade olefins to high octane gasoline blending components, for refinery and petrochemical customers. From 2015 to 2020, global heavy- and light-duty diesel vehicle production is expected to grow at a compound annual growth rate of 4.1% and 2.8%, respectively. We believe that this estimated vehicle production growth combined with the continuing evolution of governmental regulation and product innovation involving emissions control will afford us with opportunities for growth in our zeolite catalysts product group.

Refining Services. Sulfuric acid is the primary catalyst used in the production of alkylates for gasoline production at refineries. Alkylates are a critical additive that increase octane in gasoline at low vapor pressure, and currently are used in most gasoline in the United States. Alkylate demand is expected to grow because its benefits are needed in certain smaller turbocharged engines to meet increasingly stringent fuel efficiency standards. The number of these turbocharged light-duty vehicles in the United States is expected to make up approximately 83% of all light-duty vehicles by 2025, a significant increase from approximately 18% in 2014, which we believe will increase the demand for higher-octane gasoline. Premium gasoline production grew at a

compound annual growth rate of 6.1% between 2011 and 2016 according to the United States Energy Information Administration. Our refining services product group provides recycling and end-to-end logistics for refiners who use sulfuric acid in their alkylation units. These recycling units also produce virgin sulfuric acid and sodium bisulfate, which we sell into the water treatment, mining, and general industrial and chemicals industries.

We estimate that we hold the number one supply share position in the United States for these sulfuric acid recycling services based upon our 2016 sales volume. Our refining services product group is highly regionalized due to shipping costs and customer integration requirements. Our facilities are located near or, in some cases, within our customers' refineries and our products are often supplied directly to our customers by pipeline. In addition, product can be shipped by barge, rail, and truck. As a result, we believe that our integrated and strategically located network of facilities and end-to-end logistics assets in the United States provides us with a significant competitive advantage and would be costly for our competitors to replicate.

Our environmental catalysts and services business increased its sales from $35.5 million in 2014 (Successor period) to $426.7 million in 2016 (which reflects the Business Combination) and increased its Segment Adjusted EBITDA from $9.1 million in 2014 (Successor period) to $196.8 million in 2016 (which reflects the Business Combination). On a constant currency basis, our environmental catalysts and services business grew its combined adjusted sales at a 3.3% compound annual growth rate from 2014 to 2016 and grew its combined Adjusted EBITDA at a 16.2% compound annual growth rate over the same time period. This growth was driven in part by our focus on higher margin end uses and expansion of our customer base.

Performance Materials and Chemicals

Our performance materials and chemicals business is a silicates and specialty materials producer with leading supply positions in North America, Europe, South America, and Asia serving diverse and growing end uses such as personal and industrial cleaning products, fuel efficient tires ("green tires"), surface coatings, and food and beverage products. Our products are essential additives, ingredients, and precursors that are critical to the performance characteristics of our customers' products, yet typically represent only a small portion of our customers' overall end-product costs. We believe that our global footprint enables us to compete more effectively on a global basis due to the costs associated with shipping these products over extended distances and that our network of strategically located manufacturing facilities allows us to serve our customers at a lower cost than our competitors and with quicker delivery times for our products. Our performance materials are also being used in some cases as a substitute for less environmentally friendly materials. For example, specialty silicates are displacing phosphates in dish detergents, precipitated silicas are displacing carbon black in tires, and hollow and solid microspheres are displacing plastic volumes in transportation lightweighting applications. Our performance materials and chemicals business consists of two product groups: performance chemicals and performance materials.

Performance Chemicals. Our performance chemicals product group includes silicate products and derivatives, which are used in a variety of applications such as adsorbents for surface coatings, clarifying agents for edible oils and beverages, precursors for green tires, and additives for cleaning and personal care products. Silicates are a family of products manufactured primarily from readily available materials, such as industrial sand and soda ash. These raw materials are typically fused in a furnace and then dissolved in water under pressure to form water-soluble silicates for use in our downstream products, such as precipitated silica and silica gels. We sell our performance chemicals products to customers who use silicates as precursors, such as sodium silicates that are used in the growing precipitated silica applications, as well as for downstream derivative products, such as silicas used as additives in toothpaste formulation and silica gels that are used as adsorbents in food and beverage manufacturing. Our network of regional silicate plants is strategically located to support the customers that we serve. In addition, we maintain a few larger dedicated facilities to service our derivative products. Our performance chemicals product technology requires significant know-how and scale in order to be able to operate in a cost effective manner. We believe that we are the only global silicates producer who can supply all of the

major regions, and we estimate that we have three times the sodium silicates supply share as our nearest competitor based on 2016 sales volume. Key end uses for our performance chemicals products include catalyst precursors, food and beverage, personal care, cleaning products, coatings, tires, soil stabilization, paper de-inking, and sequestration. According to Notch Consulting, global demand for precipitated silica is estimated to grow at a compound annual growth rate of 5.8% between 2015 and 2020, driven primarily by expected increases in demand from tires, footwear and other rubber applications.

Performance Materials. Our performance materials product group includes specialty glass products, such as highly engineered microspheres made from either recycled glass or fresh batch material using our proprietary furnace operations. We believe that we are the industry leader in North America, Europe, South America, and Asia (excluding China) in microspheres. These products are used in the reflective markings used on roads and runways to enhance visibility at night and in poor weather to improve safety. Our microspheres, which can be solid or hollow, are also used as additives in plastics for lightweighting and as abrasive media, where they are used to clean, peen, and debur metal surfaces, such as for turbine blades used in aerospace and power generation industries.

Our performance materials and chemicals business increased its sales from zero in 2014 (Successor period) to $639.0 million in 2016 (which reflects the Business Combination) and increased its Segment Adjusted EBITDA from zero in 2014 (Successor period) to $158.7 million in 2016 (which reflects the Business Combination). On a constant currency basis, our performance materials and chemicals business grew its combined sales at a 0.6% compound annual growth rate from 2014 to 2016 and grew its combined Adjusted EBITDA at a 1.3% compound annual growth rate over the same time period. Excluding sales of products serving the oil and gas drilling industry, which experienced a cyclical downturn during 2014 and 2015, our performance materials and chemicals business grew its combined sales at a 2.0% compound annual growth rate from 2014 to 2016 and grew its combined Adjusted EBITDA at a 3.9% compound annual growth rate over the same time period. This growth was driven in part by our focus on higher margin products.

Our Competitive Strengths

Leading Global and Regional Positions in Attractive End Uses

We believe that we maintain a leading supply position in each of our major product groups, holding what we estimate to be the number one or two supply share position in 2016 for products that generated more than 90% of our pro forma sales. We believe that our global footprint and efficient network of strategically located manufacturing facilities provides us with a strong competitive advantage in serving our customers both globally and regionally, and that it would be costly for our competitors to replicate our network.

In our environmental catalysts and services business, we primarily compete on a global basis, with the exception of our refining services product group, where we compete on a more regional basis due to the costs associated with shipping these products over extended distances. We are a leading supplier of refinery hydrocracking catalysts and emissions control catalysts that are used in the heavy- and light-duty diesel industries to reduce nitrogen oxides emissions. We are also a global leader in specialty catalysts, such as catalysts for methyl methacrylate and for lube oil and diesel fuel dewaxing. In these applications, we primarily compete with other global producers such as W.R. Grace, BASF, UOP, and Albemarle, as well as other niche competitors such as Tosoh, Axens, and Haldor Topsoe.

In our refinery services product group, we compete in a number of regions where our facilities are required to be close to our refinery customers, and in some cases located within the refinery with a direct pipeline to deliver our product. We estimate that our refining services product group holds the number one supply share position in the United States in sulfuric acid regeneration based on 2016 sales volume with an estimated 53%

supply share. We also estimate that we had a 64% supply share in each of the West Coast and Gulf Coast areas based on 2016 sales volume, which we believe was greater than three times the supply share of our largest competitor. In our performance chemicals product group, where we also compete primarily on a regional basis due to the costs associated with shipping sodium silicates, we estimate that we had approximately three times the sodium silicates supply share of our nearest competitor based on 2016 sales volume. We are the only global silicates producer with operations in North America, Europe, and Asia. We believe that we have technical, cost, and proximity advantages in all of these regions as compared to our competitors as a result of the scale and breadth of our product offerings and operations.

These leadership positions serve industries that are attractive due to the need for customized and innovative products, stability of demand, and growth potential driven by the regulatory environment and consumer preferences. Our products generally require close customer collaboration to address end use challenges that are constantly evolving. We produce value-added products that are critical to the performance characteristics of our customers' products. In addition, in 2016, a majority of our pro forma adjusted sales were to end uses such as fuels and emission controls, consumer products, and highway safety and construction that generally do not exhibit as pronounced cyclicality as other applications. Further, many of these end uses are growing due to increased global regulations, such as regulations regarding sulfur content in transportation fuel and particulate matter and nitrogen oxides emissions from on-road and non-road diesel engines. Increasingly stringent automotive fuel efficiency standards are also expected to lead to an increase in the demand for higher-octane gasoline. In addition, our products are ingredients in consumer products, which includes personal care and consumer cleaning products, where customers are seeking more environmentally friendly products without loss of effectiveness or performance. We believe that our products have the environmental and safety profile to address these evolving customer demands.

Long-Term, High-Quality Customer Relationships and Innovation Track Record

Many of our products require close customer collaboration to address application challenges that are constantly evolving. As a result, we work with our customers over many years in order to develop products to meet customized specifications and performance characteristics while also maintaining strict quality standards. The long lead-time required for product development and commercialization, which can be up to ten years in our environmental catalysts and services business, provides the opportunity for us to build long-term relationships with customers.

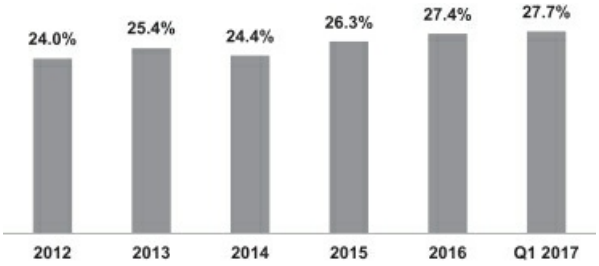
We collaborate with leading multinational companies that often seek global solutions. Our customers include large industrial companies such as BASF, Honeywell, and 3M, and global catalyst producers such as Albemarle and W.R. Grace. We also supply catalysts to leading chemical and petrochemical producers such as BASF, Dow Chemical, Lucite, LyondellBasell, and Shell. We supply personal care ingredients and additives to leading consumer products companies such as Unilever and Colgate-Palmolive. We have long-term relationships with our top ten customers, based on 2016 pro forma sales, that average more than 50 years. In addition, our customer base is diversified, with our top ten customers in 2016 representing approximately 24% of our pro forma sales for the year ended December 31, 2016 and no customer representing more than 4% of our pro forma sales during this period.

These long-term relationships have allowed us to innovate together with our customers to meet evolving demands. For example, we have developed zeolite-based catalysts that are an effective and efficient method to reduce pollutants from heavy- and light-duty diesel engines and enable our customers to meet increasingly stringent vehicle emission standards worldwide. In personal care applications, we have collaborated with leading consumer products companies over a number of years to develop a family of gentle silica-based dentifrice abrasives that produce more effective cleaning toothpastes. In addition, our proprietary silica catalyst has enabled development of a high strength HDPE resin that is used for making lightweight plastic gasoline tanks for automobiles.

Attractive and Stable Margins and Cash Flow

We have demonstrated the ability to maintain stable margins while continuing to grow our business in different macroeconomic environments. Our non-GAAP Adjusted EBITDA margins have averaged approximately 25.5% between 2012 and 2016. We believe that the stability of our margins and cash flows during this period is because our value-added products, which are critical to the performance of our customers' products, typically represent only a small portion of our customers' overall end-product costs.

Non-GAAP Adjusted EBITDA Margin (1)



(1) Combined Adjusted EBITDA margin is presented for 2012 through 2015, pro forma Adjusted EBITDA margin is presented for 2016 and Adjusted EBITDA margin is presented for the first quarter of 2017.

Our products are predominantly inorganic and carbon-free, and are produced from readily available raw materials such as industrial sand and soda ash, which prices have historically been less volatile than oil. We also use natural gas in our furnaces where our North American facilities have benefited from the plentiful supplies of shale gas. In addition, we have long-term supply contracts with many of our key raw materials suppliers across our product groups. We have also been able to mitigate the impact of raw material or energy price volatility using a variety of mechanisms, including hedging and raw material cost pass-through clauses in our sales contracts and other adjustment provisions. For the year ended December 31, 2016, approximately 45% of our North American silicate pro forma sales, which is a significant portion of our performance chemicals product group sales, and approximately 94% of our refining services product group pro forma sales were sold under contracts that included raw material pass-through clauses.

For the year ended December 31, 2016, our net cash provided by operating activities was $119.7 million and our pro forma adjusted free cash flow conversion was 59%. Additional information regarding pro forma adjusted free cash flow conversion, including the definition thereof, is included in "Summary Historical and Unaudited Pro Forma Financial and Other Data." Our free cash flow conversion is driven, in part, by our disciplined capital investment and tax attributes that may provide cash flow benefits in the future. We have invested in our infrastructure and growth over the last three years, and we expect to realize returns on these investments in the future with limited additional investment requirements. As of December 31, 2016, we had $383.2 million of net operating losses for U.S. federal income tax purposes, along with related net operating losses for state tax purposes, and $671.4 million of identified intangibles and goodwill from the Business Combination transaction, both of which may provide us with additional cash tax savings in future years in which we generate taxable income.

Strong Growth Potential Across the Portfolio

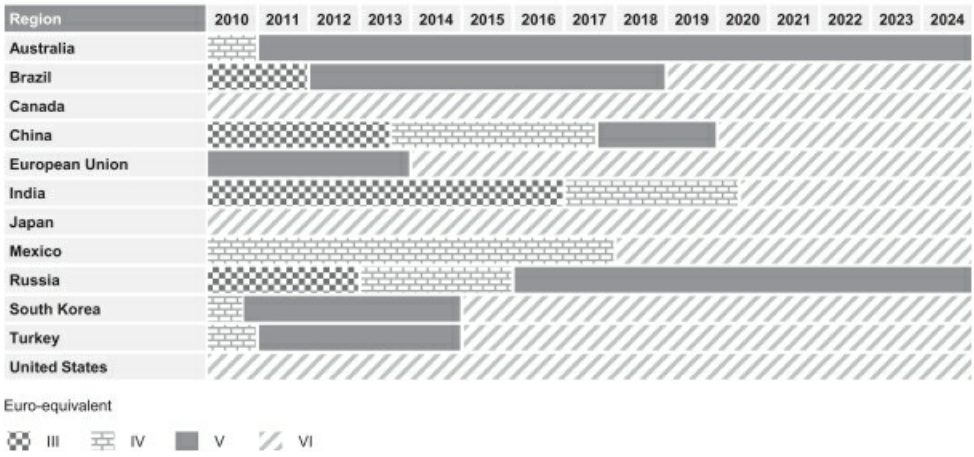
We focus on serving end use applications where we believe significant future growth potential exists. Our products address our customers' needs, which are typically driven either by regulatory regimes or consumer preferences, on a global basis. In addition, our product sales and development efforts are driven by regional

infrastructure and development trends. In vehicles, we address regulated heavy- and light-duty diesel emission standards and sulfur content and vapor pressure requirements in gasoline. We expect that these regulations will create growth opportunities in excess of gross domestic product growth rates due to the constantly evolving standards that our customers need to address with new and improved products.

Light- and heavy-duty diesel engines are subject to a broad set of regulatory requirements, and we expect that these increasingly stringent standards will offer opportunities for our Zeolyst Joint Venture to develop products to assist our customers in meeting these standards. Countries typically adopt a set of standards that limit the amount of nitrogen oxides, carbon dioxide, and other emissions allowed for diesel engines. In many cases countries have established regulations that generally follow United States Environmental Protection Agency or European Union standards, but typically on a later implementation timeline. In addition, even more restrictive regulations are expected to be adopted in the future in many jurisdictions, such as EU VII, which would further reduce permitted emissions levels in the European Union. We believe that compliance with existing regulations as well as any future regulations provides us with opportunities to grow our sales of emissions control catalysts.

The following chart identifies the regulatory requirements for certain countries and regions in relation to the most comparable European Union standard for ease of comparability. See “Industry—Fuels & Emissions Controls” for more information regarding the European Union standards referred to in the chart below.

Timeline for Implementation of Regionwide Emissions Standards for Diesel Heavy-Duty Vehicles in European Union Equivalent Standards



Source: The International Council on Clean Transportation

Given the fuel efficiency standards that are driving the design of new engines and the resulting higher-octane gasoline requirements that can be achieved through alkylate blending, we believe that our refining services product group is well positioned to benefit from any related growth in demand for alkylates.

We produce catalysts for HDPE and methyl methacrylate production in the packaging and engineered plastics applications. According to an industry source, North American HDPE capacity is expected to grow at a compound annual growth rate of approximately 5.1% between 2016 and 2020, driven by North America’s global cost position in petrochemicals and increased use of these plastics as a substitute for heavier and less versatile

materials such as glass and metal. Methyl methacrylate is the monomer for acrylic engineering resins, a clear scratch-resistant plastic used in sheet form to replace glass and as a surface coating. We believe that we have an opportunity to grow our methyl methacrylate catalysts sales in the future as methyl methacrylate production increases as a result of, in part, increased production efficiencies enabled by our catalysts.

We believe that additional demand for retroreflectivity (or visibility) for roadway and aviation markings could provide us with significant growth opportunities. We benefit from increased use and density per mile of road markings that include our products. The most recent innovation from our performance materials product group is our ThermoDrop product, which simplifies the road striping operations for our customers by using a new durable thermal plastic road marking material. We have also introduced a new faster-drying road marking system, Visilok, which can reduce traffic disruption during striping operations and improve road worker safety by reducing the amount of time needed to complete the road marking process.

We also expect to benefit from trends towards the use of more environmentally friendly products where we believe we have opportunities to displace other less environmentally friendly materials. For example, our Ambosol magnesium silicate is used to eliminate color and odors in polyols, which are used in the production of polyurethane for, among other things, household products such as scratch-resistant coatings and foam insulation. In addition, our specialty silicates are displacing phosphates in dish detergents, precipitated silicas are displacing carbon black in tires, and solid and hollow microspheres are displacing plastic volumes in lightweighting applications. Most of our products are manufactured from commonly found materials such as industrial sand and soda ash, which are more environmentally friendly than carbon-based products. We have also developed a family of gentle silica-based dentifrice abrasives that produce more effective cleaning toothpastes and we have developed a product family, Britesil silicates, which improves convenience while eliminating phosphates in automatic dishwashing applications.

Experienced Management Team

Our senior management team has substantial industry experience and a proven track record. They average over 30 years of experience in our product groups, and their cumulative industry experience extends to a broad range of execution capabilities, including acquisition integration, strategic management, operations, sales and marketing, and new product and application development. In 2016, our management team integrated legacy Eco into our environmental catalysts and services business while also growing the business and successfully implementing cost initiatives. Our senior management team has also reorganized our company from a products-based business to a markets-based business to better align our offerings with the needs of our customers. There is a renewed focus on serving our customers by developing solutions through technical sales, services, and product development, and we have added additional management personnel experienced in innovation and market driven organizations. Our management owns approximately 11% of our outstanding common stock immediately prior to this offering, which we believe creates an alignment of interest with our shareholders.

Our Business Strategy

Our business strategy is to capitalize on our strong foundation, market-based approach, and management team to grow sales profitably, deploy capital efficiently, and generate free cash flow in order to create shareholder value. We believe that our history of operational excellence, technology leadership, and strong business execution developed from our almost two centuries of combined industry experience at legacy PQ and legacy Eco positions us well to execute on our business strategy. In the last two years, we have added senior executives to our management team, including our chief executive officer, Jim Gentilcore, and chief financial officer, Mike Crews, who bring significant public company leadership experience and a track record of customer-focused innovation and disciplined capital allocation to our business. We believe that Mr. Gentilcore’s

experience in the electronics industry is particularly relevant to our innovation efforts as we pursue new product innovation across our product groups. In addition, we believe that our recent reorganization better aligns our management structure with our customer needs to enable us to make more focused sales and product innovation investments. We believe there are significant opportunities to profitably grow our business, generate free cash flow and deliver shareholder value by executing on the following strategies:

Shift from a Products-based to a Markets-based Company

Our reorganization from a products-based to a markets-based company is fundamental to our growth strategy. Following the consummation of the Business Combination in May 2016, we have further realigned our product groups around critical markets that we serve. The combination of the legacy Eco and legacy PQ businesses expanded our presence in the refinery industry and provided us with valuable insight into key success factors for serving our refining and petrochemical customers. We have undertaken a similar approach in other important end uses that we serve such as personal care, highway safety, oil and gas, surface coatings, and electronics.

Our solution-oriented process starts with our customer's specific needs, which are then identified as a product or service opportunity that is defined, sized, and evaluated to determine if it is within the core strength of our global development team. If not within our core capabilities, but determined to be a strategically important opportunity, we initiate a search for outside technology, partnerships, or acquisition targets that can deliver a cost-effective and profitable solution. This approach is in contrast to our prior approach developing products or new formulations first and then seeking to identify applications into which to sell that product or new formulation. We believe that our markets-based approach will result in product innovation that better meets our customers' needs and supports our profitable growth.

Our sales and marketing organization has a broad base of customer and marketing experience. Since our business reorganization, we believe each of our operating segments has simplified its customer contact points and increased knowledge about the industries we serve. We have been able to eliminate duplicate sales calls that would occur among our previous business divisions and can prioritize our efforts around our most influential customer contacts. We have also removed the silos that previously impeded our ability to share important customer information within our organization. This integrated marketing effort allows for more rapid analysis and decision-making for our major strategic customers who are often served by multiple product groups. We believe these operational improvements will enable us to reduce product commercialization time and increase our return on marketing investment.

Prioritize Investment and Development to Innovate and Profitably Grow Sales

We have been able to successfully grow our sales into new applications through our innovation and development of new products to address evolving customer needs. For example, our zeolite catalysts product group developed new products to address new regulatory standards regarding vehicle emissions, and our performance chemicals product group collaborated with our customers to develop precipitated silica products to address their demands for more green tires. We will continue to focus on collaboration with our customers through our technical sales and research and development teams to better understand and address our customers' evolving needs and invest in our growth by prioritizing innovation driven by these identified needs.

Within our innovation and product development process, our technology teams work closely with our customer facing teams to identify compelling customer needs that can be addressed through innovation or new product development. We seek to assess technology and commercialization hurdles early on in the development process so that we can quickly and efficiently evaluate our opportunity and, where appropriate, deprioritize, or abandon projects before expending significant resources. We are improving the way our research and development team shares information by removing silos and holding regular senior-level project reviews to

ensure best practices are shared and consistent metrics are used to determine a project's merit and the size of the potential opportunity. We have already begun to see the benefits of our new processes with the successful commercialization of ThermoDrop, which we launched in February 2017. We collaborated with key customers to develop the ThermoDrop technology, which uses our highway safety microspheres and a proprietary striping application technology to enable our customers to more efficiently stripe highways. This technology has received strong customer acceptance since launch, and we are increasing our production to meet anticipated demand.

We will also selectively consider acquisitions as part of our growth strategy. We have identified a number of potential acquisition targets with complementary fits across both of our operating segments and, consistent with our markets-based focus, these targets also include downstream-focused businesses. We will seek to use acquisitions to increase our geographic presence, diversify our product offerings, and further secure our leadership positions with our customer base. We intend to focus our acquisition efforts on opportunities in our higher value-added solutions within or adjacent to our current product offerings. We intend to pursue these transactions in a disciplined manner by rigorously evaluating return on capital against our cost of capital in addition to the potential strategic benefits. We believe that our integration of legacy Eco demonstrates our ability to successfully execute on acquisitions and realize available synergies and other benefits.

Maintain Strong Margins and Cash Flow with Continuous Improvement Initiatives

Our margins historically have been stable due to our strong and long-standing value proposition to our customers and our strong technological, operational, and product capabilities. We intend to maintain and improve upon these margins by leveraging our operational excellence and continuing our approach to raw material cost pass-through and other appropriate cost sharing arrangements with our customers. We believe that our new organizational structure will allow us to better leverage distribution channels across our products in order to address end uses such as paints and coatings, personal care, and oil and gas, and we have also integrated our continuous improvement teams across our operating segments. For example, we have established a new global furnace operations team, a global engineering team, and a global sales and operations planning team to share best practices across all of our product groups. We have also formalized our sharing of best practices across many functional disciplines, such as supply chain, technology, working capital, and capital expenditure management. From these efforts, we expect to be able to reduce costs in our operations in order to increase our cash flow.

Risk Factors

An investment in our common stock involves a high degree of risk. Any of the factors set forth under "Risk Factors" may limit our ability to successfully execute on our business strategy. You should carefully consider all of the information set forth in this prospectus and, in particular, should evaluate the specific factors set forth under "Risk Factors" in deciding whether to invest in our common stock. Among these important risks are the following:

- as a global business, we are exposed to local business risks in different countries, which could have a material adverse effect on our financial condition, results of operations and cash flows;
- we are affected by general economic conditions and an economic downturn could adversely affect our operations and financial results;
- alternative technology or other changes in our customers' products may reduce or eliminate the need for certain of our products;
- if we are unable to pass on increases in raw material prices, including natural gas, to our customers or to retain or replace key suppliers, our results of operations and cash flows may be negatively affected;
- certain of our product groups are subject to government regulation and could be adversely affected by future governmental regulation; and
- as of March 31, 2017, we had total outstanding indebtedness of approximately $2,629.4 million and our substantial debt could limit our ability to pursue our growth strategy.

Our Principal Stockholders

Investment funds affiliated with CCMP, INEOS Investments Partnership ("INEOS") and members of management and our board of directors acquired their respective ownership of PQ Group Holdings as a result of the following series of transactions:

- In December 2014, investment funds affiliated with CCMP acquired an approximate 49% equity interest in PQ Holdings. INEOS and members of management owned the remaining approximate 51% equity interest in PQ Holdings.
- Also in December 2014, investment funds affiliated with CCMP acquired an approximate 95% equity interest in Eco Services Group Holdings LLC, the indirect parent of Eco. Members of Eco's management owned the remaining approximate 5% equity interest in Eco Services Group Holdings LLC.
- In May 2016, we completed the Business Combination, in which the equity interests of PQ Holdings and Eco Services Group Holdings LLC were converted into equity interests in PQ Group Holdings.

As of March 31, 2017, and prior to giving effect to this offering and the Reclassification, investment funds affiliated with CCMP, INEOS, and members of management and our board of directors owned equity securities representing approximately 58%, 31%, and 11%, respectively, of our voting power. Investment funds affiliated with CCMP and INEOS will continue to hold a controlling interest in us, will continue to have significant influence over us and decisions made by our stockholders and may have interests that differ from yours. See "Risk Factors—Risks Related to this Offering and to our Common Stock."

CCMP is a leading global private equity firm specializing in buyouts and growth equity investments in companies ranging from $250 million to more than $3 billion in assets. CCMP's founders have invested over $16 billion since 1984, which includes their activities at J.P. Morgan Partners, LLC (a private equity division of JPMorgan Chase & Co.) and its predecessor firms. CCMP was formed in August 2006 when the buyout and growth equity investment professionals of J.P. Morgan Partners, LLC separated from JPMorgan Chase & Co. to commence operations as an independent firm. The foundation of CCMP's investment approach is to leverage the combined strengths of its deep industry expertise and proprietary operating resources to create value by investing in three targeted industries—Industrial, Consumer and Healthcare.

INEOS is a leading manufacturer of petrochemicals, specialty chemicals and oil products. Comprising 18 businesses, with a production network spanning 105 manufacturing facilities in 22 countries, it produces more than 60 million tonnes of petrochemicals, 20 million tons per annum of crude oil refined products (fuels) and in 2016 it had sales of approximately $40 billion. Worldwide, INEOS employs 18,500 people. Its management philosophy is to operate a simple and decentralized organizational structure.

Additional Information

PQ Group Holdings Inc. was incorporated in Delaware on August 7, 2015. Our principal executive offices are located at 300 Lindenwood Drive, Valleybrooke Corporate Center, Malvern, Pennsylvania 19355, and our telephone number is (610) 651-4400. Our website address is www.pqcorp.com. The information that appears on, or that can be accessed through, our website is not part of, and is not incorporated into, this prospectus, and you should not rely on any such information in making the decision whether to purchase our common stock.

The Offering

Common stock offered by us	shares (or shares if the underwriters exercise their option to purchase additional shares in full).
Underwriters' option to purchase additional shares	We have granted the underwriters a 30-day option from the date of this prospectus to purchase up to an additional shares.
Common stock to be outstanding after this offering	shares (or shares if the underwriters exercise the option to purchase additional shares in full). See "Description of Capital Stock." For additional information regarding the impact of a change in the initial public offering price on the number of shares outstanding after completion of this offering related to the conversion of our Class B common stock, see "The Reclassification."
Use of proceeds	We expect to receive net proceeds, after deducting underwriting discounts and commissions and estimated expenses payable by us, of approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares in full), based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus. We intend to use the net proceeds from the sale of our common stock in this offering to repay approximately $ million in aggregate principal amount of indebtedness, to pay fees and expenses associated with this offering and for working capital and other general corporate purposes. See "Use of Proceeds."
Dividend policy	Our board of directors does not currently intend to pay dividends on our common stock. See "Dividend Policy."
Principal stockholders	Upon completion of this offering, investment funds affiliated with CCMP and INEOS will continue to hold a controlling interest in us. As a result, we will be a "controlled company" within the meaning of the corporate governance standards of the New York Stock Exchange. See "Management—Board Structure and Committee Composition."
Risk factors	Investing in our common stock involves a high degree of risk. You should read carefully the "Risk Factors" section of this prospectus, beginning on page 26, for a discussion of factors that you should consider before deciding to invest in our common stock.
Proposed stock exchange symbol	"PQG."

Except as otherwise indicated, the number of shares of our common stock to be outstanding after this offering is based on shares outstanding as of , 2017 after giving effect to the Reclassification, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus. Because the number of shares of our common stock into which a share of our Class B common stock is convertible will be determined by reference to the initial public offering price in this offering, a change in the initial public offering price would have a corresponding impact on the number of outstanding shares of our common stock presented in this prospectus after giving effect to this offering. See "The Reclassification." Except as otherwise indicated, the number of shares of our common stock to be outstanding after this offering excludes:

- shares of our common stock issuable upon exercise of stock options issued and outstanding as of March 31, 2017 under the PQ Group Holdings Inc. Stock Incentive Plan at a weighted average exercise price of $ per share; and
- shares of our common stock reserved for issuance under our 2017 Equity Incentive Plan (the "2017 Plan").

SUMMARY HISTORICAL AND UNAUDITED PRO FORMA FINANCIAL AND OTHER DATA

The following table sets forth our summary historical and unaudited pro forma financial and other data as of the dates and for the periods indicated. The historical statement of operations data and cash flows data for the three month periods ended March 31, 2017 and 2016 and the historical balance sheet data as of March 31, 2017 presented below have been derived from our unaudited consolidated financial statements and related notes thereto included elsewhere in this prospectus. The statement of operations data and cash flows data for the years ended December 31, 2016 and 2015 and the balance sheet data as of December 31, 2016 and 2015 presented below have been derived from our audited consolidated financial statements and the related notes thereto included elsewhere in this prospectus. The statement of operations data and cash flows data for the period from inception (July 30, 2014) to December 31, 2014 have been derived from our Successor period financial statements and the related notes thereto included elsewhere in this prospectus. The balance sheet data as of December 31, 2014 has been derived from our Successor period financial statements and the related notes thereto, which are not included in this prospectus. The statement of operations data and cash flows data for the period from January 1, 2014 to November 30, 2014 have been derived from our Predecessor period financial statements and the related notes thereto included elsewhere in this prospectus. See "Basis of Financial Presentation."

The unaudited pro forma statement of operations data gives effect to the Business Combination and the related financing transactions as if they occurred on January 1, 2015 and is derived from our historical consolidated financial statements and legacy PQ consolidated financial statements included elsewhere in this prospectus. Unaudited pro forma balance sheet data as of March 31, 2017 and statement of operations data for the three months ended March 31, 2017 is not presented because the Business Combination and related financing transactions are included in our consolidated financial results as of such date and for such periods. The unaudited pro forma statement of operations data is illustrative and not intended to represent what our results of operations would have been had the Business Combination and related financing transactions occurred on January 1, 2015 or to project our results of operations for any future period. The unaudited pro forma statement of operations data may not be comparable to, or indicative of, future performance.

This summary historical and unaudited pro forma financial and other data should be read in conjunction with the disclosures set forth under "Capitalization," "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the related notes thereto appearing elsewhere in this prospectus.

	Three months ended March 31,		Pro forma year ended December 31,	Years ended December 31,		Successor	Predecessor
						Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
	2017	2016	2016	2016	2015		
	Unaudited		Unaudited				
(Dollars in thousands)							
Statement of operations data:							
Sales	$ 332,931	$ 93,913	$ 1,403,041	$ 1,064,177	$ 388,875	$ 35,539	$ 361,823
Cost of goods sold	250,219	67,812	1,037,109	810,085	278,791	30,160	265,829
Gross profit	82,712	26,101	365,932	254,092	110,084	5,379	95,994
Selling, general and administrative expenses	34,449	8,131	145,041	107,601	34,613	2,623	45,168
Other operating expense, net	10,348	9,922	74,972	62,301	19,696	16,347	5,593
Operating income (loss)	37,915	8,048	145,919	84,190	55,775	(13,591)	45,233
Equity in net (income) loss from affiliated companies	(5,877)	—	(35,210)	2,612	—	—	—
Interest expense, net	46,785	11,029	187,945	140,315	44,348	8,470	86
Debt extinguishment costs	—	—	1,793	13,782	—	—	—
Other (income) expense, net	2,232	—	(8,869)	(3,402)	—	—	—
(Loss) income before income taxes and noncontrolling interest	(5,225)	(2,981)	260	(69,117)	11,427	(22,061)	45,147
(Benefit) provision for income taxes	(2,910)	150	57,967	10,041	—	—	14,602
Net (loss) income	(2,315)	(3,131)	(57,707)	(79,158)	11,427	(22,061)	30,545
Less: Net income attributable to the noncontrolling interest	139	—	1,225	588	—	—	—
Net (loss) income attributable to PQ Group Holdings Inc.	$ (2,454)	$ (3,131)	$ (58,932)	$ (79,746)	$ 11,427	$ (22,061)	$ 30,545

	Three months ended March 31,		Years ended December 31,		Successor
	2017	2016	2016	2015	Period from inception (July 30, 2014) to December 31, 2014
	Unaudited				
Earnings (loss) per share:					
Basic					
Class A shares	$ (5.71)	$ —	$ (185.43)	$ —	$ —
Class B shares	—	(2.07)	—	7.58	(14.78)
Diluted					
Class A shares	$ (5.71)	$ —	$ (185.43)	$ —	$ —
Class B shares	—	(2.07)	—	7.58	(14.78)
Pro Forma					
Class A shares	$ —	$ —	$ (137.03)	$ —	$ —
Class B shares	—	—	—	—	—
Weighted average shares outstanding:					
Basic					
Class A shares	429,985	—	430,051	—	—
Class B shares	6,676,813	1,512,944	4,947,982	1,507,719	1,492,682
Diluted					
Class A shares	429,985	—	430,051	—	—
Class B shares	6,676,813	1,512,944	4,947,982	1,507,719	1,492,682
Pro Forma					
Class A shares	—	—	430,051	—	—
Class B shares	—	—	4,947,982	—	—

	Three months ended March 31,		Years ended December 31,		Successor	Predecessor
(Dollars in thousands)	2017	2016	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
	Unaudited					
Balance sheet data (at end of period):						
Cash and cash equivalents	$ 54,126		$ 70,742	$ 25,155	$ 22,627	
Property, plant and equipment, net	1,185,141		1,181,388	481,073	472,156	
Total assets	4,274,209		4,259,671	1,007,636	1,025,094	
Total debt, including current portion	2,576,002		2,562,198	673,101	675,254	
Total stockholders' equity	1,040,668		1,027,944	235,293	217,824	
Cash flows data:						
Net cash provided by (used in):						
Operating activities	$ 6,696	$ 18,114	$ 119,720	$ 44,715	$ (2,057)	$ 57,593
Investing activities	(27,094)	(8,819)	(1,929,680)	(38,725)	(888,347)	(32,852)
Financing activities	6,915	(1,012)	1,861,433	(3,462)	913,031	(24,741)

(Dollars in thousands)	Three months ended March 31, 2017	Three months ended March 31, 2016	Years ended December 31, 2016	Years ended December 31, 2015	Combined year ended December 31, 2014[1]
			Unaudited		
Non-GAAP and other financial and operating data[2]:					
Sales[3]:					
Adjusted sales	$ 365,639				
Combined adjusted sales		$ 357,526	$ 1,534,306	$ 1,573,019	$ 1,619,000
Constant currency combined adjusted sales		354,561	1,517,498	1,528,783	$ 1,471,864
Adjusted EBITDA[5]:					
Adjusted EBITDA	$ 101,183				
Pro forma or combined Adjusted EBITDA[4]		$ 89,516	$ 420,746	$ 413,145	$ 395,298
Constant currency pro forma or combined Adjusted EBITDA[3]		88,604	416,378	403,555	364,563

(1) Combined year ended December 31, 2014 represents the sum of the Successor and Predecessor periods and legacy PQ for the year ended December 31, 2014. Amounts included in the combined year ended December 31, 2014 are presented on a non-GAAP basis.

(2) To supplement our financial information presented in accordance with GAAP, we use the following non-GAAP financial measures to clarify and enhance an understanding of the historical results of our entire business: adjusted sales, pro forma adjusted sales, combined adjusted sales, constant currency pro forma adjusted sales, constant currency combined adjusted sales, Adjusted EBITDA, pro forma Adjusted EBITDA, combined Adjusted EBITDA, constant currency pro forma Adjusted EBITDA, constant currency combined Adjusted EBITDA, Adjusted EBITDA margin, pro forma Adjusted EBITDA margin, combined Adjusted EBITDA margin, and adjusted free cash flow conversion (collectively, the "Non-GAAP Financial Measures"). We believe that the presentation of these Non-GAAP Financial Measures enhances an investor's understanding of our financial performance. We further believe that these Non-GAAP Financial Measures are useful financial metrics to assess our operating performance from period-to-period by excluding certain items that we believe are not representative of our core business. We also believe that these financial measures provide investors with a useful tool for assessing the comparability between periods as a result of the 2014 Acquisition and the Business Combination. We use these Non-GAAP Financial Measures for business planning purposes and in measuring our performance relative to that of our competitors. Each of the Adjusted EBITDA Non-GAAP Financial Measures presented in this prospectus includes an adjustment for depreciation, amortization and interest of our 50% share of our Zeolyst Joint Venture, which is accounted for under the equity method of accounting.

We believe these Non-GAAP Financial Measures are commonly used by investors to evaluate our performance and that of our competitors. However, our use of such Non-GAAP Financial Measures may vary from that of others in our industry. These Non-GAAP Financial Measures should not be considered as alternatives to sales, operating income (loss), net income (loss), earnings per share, cash flows data or any other performance measures derived in accordance with GAAP as measures of operating performance or operating cash flows or as measures of liquidity.

EBITDA consists of net (loss) income attributable to us before interest, taxes, depreciation and amortization. Adjusted EBITDA consists of EBITDA adjusted for (i) non-operating income or expense, (ii) the impact of certain non-cash, nonrecurring or other items that are included in net income and EBITDA that we do not consider indicative of our ongoing operating performance, and (iii) depreciation, amortization and interest of our Zeolyst Joint Venture as described above. In the case of Adjusted EBITDA, we believe that making such adjustments provides investors meaningful information to understand our operating results and ability to analyze financial and business trends on a period-to-period basis.

EBITDA and Adjusted EBITDA have important limitations as analytical tools and you should not consider them in isolation or as substitutes for analysis of our results as reported under GAAP. Some of these limitations are:

- EBITDA and Adjusted EBITDA:
  - do not reflect the significant interest expense on our debt;
  - exclude impairments and adjustments for step-up amortization; and
  - do not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect any cash requirements for such replacements; and
- other companies in our industry may calculate EBITDA and Adjusted EBITDA differently than we do, limiting their usefulness as comparative measures.

Because of these limitations, EBITDA and Adjusted EBITDA should not be considered as measures of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying primarily on our GAAP results and using these Non-GAAP Financial Measures only supplementally.

In calculating EBITDA and Adjusted EBITDA, we add back certain non-cash, nonrecurring and other items and make certain adjustments that are based on assumptions and estimates. In addition, in evaluating these Non-GAAP Financial Measures, you should be aware that in the future we may incur expenses similar to those eliminated in this presentation. Our presentation of EBITDA and Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or nonrecurring items.

Constant currency information reflects comparative local currency financial information at the average foreign exchange rates for the three months ended March 31, 2017 for all historical periods. This measure provides information on pro forma adjusted sales, combined adjusted sales, pro forma Adjusted EBITDA and combined Adjusted EBITDA, assuming that foreign currency exchange rates had not changed between current and historical periods. The company believes such Non-GAAP Financial Measures, when used in conjunction with the GAAP measure of sales at actual currency rates, provides additional insight into the company's operations, particularly in evaluating performance from one period to another without the impact of foreign currency charges.

(3) The following table reconciles sales to adjusted sales, pro forma adjusted sales, combined adjusted sales, constant currency pro forma adjusted sales and constant currency combined adjusted sales for the periods presented.

(Dollars in thousands)	Three months ended March 31, 2017	Three months ended March 31, 2016	Year ended December 31, 2016	Year ended December 31, 2015	Legacy PQ Year ended December 31, 2014	Successor Period from inception (July 30, 2014) to December 31, 2014	Predecessor Period from January 1, 2014 to November 30, 2014
				Unaudited			
Sales:							
Sales	$ 332,931	$ 93,913	$ 1,064,177	$ 388,875	$ —	$ 35,539	$ 361,823
PQ legacy sales[a]		236,990	338,864	1,024,326	1,114,904	—	—
Zeolyst Joint Venture sales[b]	32,708	26,623	131,265	159,818	106,734	—	—
Adjusted sales	$ 365,639						
Combined adjusted sales[c]		357,526	1,534,306	1,573,019	1,221,638	35,539	361,823
Foreign currency impact[d]		(2,965)	(16,808)	(44,236)	(147,136)	—	—
Constant currency combined adjusted sales[c]		$ 354,561	$ 1,517,498	$ 1,528,783	$ 1,074,502	$ 35,539	$ 361,823

(a) Represents historical results of legacy PQ inclusive of eliminations between legacy Eco and legacy PQ of $0.4 million for the three months ended March 31, 2016. See "Supplemental Selected Consolidated Financial Data of Legacy PQ."
(b) Represents our 50% proportionate share of total net sales of our Zeolyst Joint Venture.
(c) Represents combined financial information for each of the periods presented.
(d) Represents the foreign currency impact on combined adjusted sales applying the average exchange rates in effect for the three months ended March 31, 2017.

(4) Represents pro forma financial information for the year ended December 31, 2016 and combined financial information for each of the other periods presented.

(5) The following table reconciles our net income (loss) to EBITDA, Adjusted EBITDA, pro forma Adjusted EBITDA, combined Adjusted EBITDA, constant currency pro forma Adjusted EBITDA and constant currency combined Adjusted EBITDA for the periods presented. Combined Adjusted EBITDA for the periods ended March 31, 2016, December 31, 2015 and the combined year ended December 31, 2014 represents the sum of our Adjusted EBITDA with that of legacy PQ. Our combined Adjusted EBITDA for the year ended December 31, 2014 represents the sum of the Successor and Predecessor periods and legacy PQ for the year ended December 31, 2014.

	Three months ended March 31,		Pro forma year ended December 31,	Years ended December 31,		Legacy PQ year ended December 31,	Successor	Predecessor
							Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
	2017	2016	2016	2016	2015	2014		
(Dollars in thousands)				Unaudited				
Reconciliation of net income (loss) attributable to PQ Group Holdings Inc. to Adjusted EBITDA								
Net income (loss) attributable to PQ Group Holdings Inc.	$ (2,454)	$ (3,131)	$ (58,932)	$ (79,746)	$ 11,427		$ (22,061)	$ 30,545
Provision (benefit) for income taxes	(2,910)	150	57,967	10,041	—		—	14,602
Interest expense, net	46,785	11,029	187,945	140,315	44,348		8,470	86
Depreciation and amortization	40,585	10,227	165,843	128,288	38,999		2,955	42,458
EBITDA	$ 82,006	$18,275	$ 352,823	$198,898	$ 94,774		$ (10,636)	$ 87,691
Investment in affiliate and inventory step-up amortization (a)	4,495	—	10,750	65,382	—		3,511	—
Impairment of intangible assets	—	—	6,873	6,873	—		—	—
Debt extinguishment costs	—	—	1,793	13,782	—		—	—
Net loss (gain) on asset disposals(b)	348	1,543	4,805	4,216	3,911		—	—
Foreign currency exchange loss (gain)(c)	1,986	—	(8,975)	(3,558)	—		—	—
Non-cash revaluation of inventory, including LIFO	2,479	—	1,343	1,310	—		—	—
Management advisory fees(d)	1,250	125	5,250	3,583	590		42	—
Transaction and other related costs (e)	1,379	1,126	2,648	4,664	4,241		15,506	—
Equity-based and other non-cash compensation	1,652	576	6,487	7,042	2,256		—	535
Restructuring, integration and business optimization expenses (f)	1,701	5,506	17,857	16,258	4,147		247	—
Defined benefit plan pension cost	724	595	2,752	1,375	2,903		—	—
Joint venture depreciation, amortization and interest (g)	2,639	—	10,263	6,920	—		—	—
Other legacy Eco adjustments(h)	—	—	—	—	—		—	9,849
Other(i)	524	—	6,077	4,788	4,882		452	—
Adjusted EBITDA	$101,183	$27,746	$ 420,746	$331,533	$117,704	—	$ 9,122	$ 98,075

(Dollars in thousands)	Three months ended March 31, 2017	Three months ended March 31, 2016	Pro forma year ended December 31, 2016	Years ended December 31, 2016	Years ended December 31, 2015	Legacy PQ Year Ended December 31, 2014	Successor: Period from inception (July 30, 2014) to December 31, 2014	Predecessor: Period from January 1, 2014 to November 30, 2014
					Unaudited			
Reconciliation of legacy PQ net income (loss) to legacy PQ Adjusted EBITDA								
Net income (loss) attributable to legacy PQ		$ 1,102		$ (38,337)	$ 7,851	$ (3,611)		
Provision (benefit) for income taxes		3,904		11,391	22,902	7,548		
Interest expense, net		26,413		37,310	108,375	111,553		
Depreciation and amortization		23,621		32,052	93,122	91,342		
EBITDA		$ 55,040		$ 42,416	$ 232,250	$ 206,832		
Investment in affiliate step-up amortization (a)		597		796	2,387	2,387		
Goodwill impairment charge		—		—	—	—		
Impairment of long-lived assets		—		—	425	—		
Transaction and other related costs (e)		299		(221)	10,742	24,405		
Foreign currency exchange loss (gain)(c)		(3,206)		(5,247)	21,059	23,387		
Management advisory fees(d)		1,250		1,667	5,000	5,000		
Restructuring, integration and business optimization exp. (f)		1,563		1,599	4,496	4,572		
Equity-based and other non-cash compensation		1,194		1,590	3,358	—		
Debt extinguishment costs				40,153	—	2,476		
Net loss (gain) on asset disposals(b)		301		589	1,548	694		
Joint venture depreciation, amortization, and interest(g)		2,476		3,343	7,928	6,941		
Other(i)		2,256		2,528	6,248	11,407		
Legacy PQ Adjusted EBITDA		$ 61,770		89,213	295,441	288,101		
Combined Adjusted EBITDA—PQ Group Holdings(j)		89,516		420,746	413,145	288,101	$ 9,122	$ 98,075
Foreign currency impact(k)		(912)		(4,368)	(9,590)	(30,735)	—	—
Constant currency combined Adjusted EBITDA—PQ Group Holdings(j)	$ 101,183	$ 88,604	$ 420,746	$ 416,378	$ 403,555	$ 257,366	$ 9,122	$ 98,075

(a) The March 31, 2017 and December 31, 2016 adjustments represent the annual amortization of the inventory step-up associated with acquisition accounting and net acquisition accounting fair value adjustments associated with our Zeolyst Joint Venture and consists primarily of intangible assets such as customer relationships, formulations and product technology. The December 31, 2014 adjustments relate to the amortization of the inventory step-up associated with acquisition accounting related to the 2014 Acquisition.

(b) Reflects the gain/loss on any sale or disposal of long-lived assets.

(c) Reflects the exclusion of the negative or positive transaction gains and losses of foreign currency in the income statement primarily related to the non-permanent intercompany debt denominated in local currency translated to U.S. dollars.

(d) Reflects management sponsor fees from PQ Holdings' consulting agreements.

(e) Relates to transaction and other related costs incurred for completed, pending and abandoned deals.

(f) Relates to restructuring and integration costs, including severance costs, costs associated with plant closings and consolidation, relocation or integration costs and other non-recurring business optimization and restructuring charges.

(g) Represents our 50% proportionate share of depreciation, amortization and interest expense of our Zeolyst Joint Venture.

(h) Includes $12.9 million of corporate allocations and $(3.1) million of abatement revenue related to the 2014 Acquisition.

(i) Represents (i) charges related to capital/franchise taxes, environmental accruals, legal fees, asset retirement accretion and other reimbursements for the three months ended March 31, 2017, (ii) $1.2 million of legal-related costs and other charges including capital taxes, asset retirement obligation accretion and other expense for the year ended December 31, 2016, (iii) costs under a transition services agreement with Solvay which provides certain transition services to Eco by Solvay following the 2014 Acquisition, which ended in 2015 and (iv) other adjustments.

(j) Represents pro forma financial information for the year ended December 31, 2016 and combined financial information for each of the other periods presented.

(k) Represents the foreign currency impact on combined Adjusted EBITDA applying the average exchange rates in effect for the three months ended March 31, 2017.

	Three months ended March 31,		Years ended December 31,		
	2017	2016 (combined)	2016 (pro forma) Unaudited	2015 (combined)	2014 (combined)
Non-GAAP cash flow data:					
Adjusted free cash flow conversion[1]	75%	65%	59%	58%	54%

(1) Free cash flow conversion is used by management as a measure of our ability to generate cash flow after considering capital expenditures to maintain and expand our business. Adjusted free cash flow conversion is calculated as Adjusted EBITDA, pro forma Adjusted EBITDA or combined Adjusted EBITDA, as applicable, (as presented on page 21) minus total aggregate capital expenditures, for each period, which is comprised of our attributable portion of Zeolyst Joint Venture capital expenditures and legacy PQ capital expenditures for such period not otherwise included in our capital expenditures, divided by such applicable Adjusted EBITDA amount. The following table presents such capital expenditure amounts for each of the periods presented.

(Dollars in thousands)	Three months ended March 31,		Years ended December 31,		Legacy PQ Year Ended December 31,	Successor: Period from inception (July 30, 2014) to December 31,	Predecessor: Period from January 1, 2014 to November 30,
	2017	2016	2016	2015	2014	2014	2014
			Unaudited				
PQ Group Holdings Capital Expenditures:							
Maintenance capital expenditures	$ 16,031	$ 6,192	$ 98,755	$ 41,016	$ —	$ 2,892	$ 32,690
Expansion capital expenditures	7,819	3,299	31,584	855	—	—	—
Total capital expenditures	$ 23,850	$ 9,491	$130,339	$ 41,871	$ —	$ 2,892	$ 32,690
Legacy PQ Capital Expenditures:							
Maintenance capital expenditures	$ —	$ 9,011	$ 13,696	$ 77,384	$ 63,461	$ —	$ —
Expansion capital expenditures	—	7,851	9,401	32,589	55,693	—	—
Total legacy PQ capital expenditures	$ —	$ 16,862	$ 23,097	$109,973	$ 119,154	$ —	$ —
Zeolyst Joint Venture Capital Expenditures							
Maintenance capital expenditures	$ 858	$ 377	$ 2,654	$ 2,726	$ 4,184	$ —	$ —
Expansion capital expenditures	1,006	4,356	16,199	19,011	21,614	—	—
Total attributable Zeolyst Joint Venture capital expenditures	$ 1,864	$ 4,733	$ 18,853	$ 21,737	$ 25,798	$ —	$ —
Aggregate Capital Expenditures							
Maintenance capital expenditures	$ 16,889	$ 15,580	$115,105	$121,126	$ 67,645	$ 2,892	$ 32,690
Expansion capital expenditures	8,825	15,506	57,184	52,455	77,307	—	—
Total aggregate capital expenditures	$ 25,714	$ 31,086	$172,289	$173,581	$ 144,952	$ 2,892	$ 32,690

RISK FACTORS

An investment in our common stock involves risks. You should consider carefully the following risks and all of the other information contained in this prospectus before investing in our common stock. The risks described below are those that we believe are the material risks that we face. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment in our common stock. See "Cautionary Note Regarding Forward-Looking Statements" elsewhere in this prospectus.

Risks Related to Our Business

As a global business, we are exposed to local business risks in different countries, which could have a material adverse effect on our financial condition, results of operations and cash flows.

We have significant operations in many countries, including manufacturing sites, research and development facilities, sales personnel and customer support operations. Currently, we operate 68 manufacturing facilities across six continents. For the year ended December 31, 2016, our foreign subsidiaries accounted for 39% of our pro forma sales. Our operations are affected directly and indirectly by global regulatory, economic and political conditions, including:

- new and different legal and regulatory requirements in local jurisdictions;
- export duties or import quotas;
- domestic and foreign customs and tariffs or other trade barriers;
- potential difficulties in staffing and labor disputes;
- potential difficulties in managing and obtaining support and distribution for local operations;
- increased costs of, and availability of, raw materials, transportation or shipping;
- credit risk and financial condition of local customers and distributors;
- potential difficulties in protecting intellectual property rights;
- risk of nationalization of private enterprises by foreign governments;
- potential imposition of restrictions on investments;
- the imposition of withholding taxes or other taxes or royalties on our income, or the adoption of other restrictions on foreign trade or investment, including currency exchange controls;
- capital controls;
- potential difficulties in obtaining and enforcing legal judgments in jurisdictions outside the United States;
- potential difficulties in obtaining and enforcing relief in the United States against parties located outside the United States;
- potential difficulties in enforcing agreements and collecting receivables;
- risks relating to environmental, health and safety matters; and
- local political, economic and social conditions, including the possibility of hyperinflationary conditions and political instability in certain countries.

We may not be successful in developing and implementing policies and strategies to address the foregoing factors in a timely and effective manner at each location where we do business. Consequently, the occurrence of one or more of the foregoing factors could have a material adverse effect on our international operations or upon our financial condition, results of operations and cash flows.

We are affected by general economic conditions and an economic downturn could adversely affect our operations and financial results.

We sell performance chemicals, performance materials and catalysts that are used in manufacturing processes and as components of, or ingredients in, other products and, as a result, our sales are correlated with and affected by fluctuations in the level of industrial production and manufacturing output and by fluctuations in general economic activity, including, for example, any potential impact of the vote by the United Kingdom to exit the European Union, commonly referred to as "Brexit." Producers of performance chemicals, in particular, are likely to reduce their output in periods of significant contraction in industrial and consumer demand, while demand for the products we manufacture often depends on trends in demand in the end uses our customers serve. Our profit margins, as well as overall demand for our products, could decline as a result of factors outside our control, including economic recessions, changes in industrial production processes or consumer preferences, changes in laws and regulations affecting our industry and the manner in which they are enforced, inflation, fluctuations in interest and currency exchange rates and changes in the fiscal or monetary policies of governments in the regions in which we operate.

General economic conditions and macroeconomic trends could affect overall demand for our products and any overall decline in such demand could significantly reduce our sales and profitability. In addition, volatility and disruption in financial markets could adversely affect our sales and results of operations by limiting our customers' ability to obtain the financing necessary to maintain or expand their own operations.

Exchange rate fluctuations could adversely affect our financial condition, results of operations and cash flows.

As a result of our international operations, for the year ended December 31, 2016, we generated 39% of our pro forma sales and incurred a significant portion of our expenses in currencies other than U.S. dollars. We incur currency transaction risk whenever we enter into either a purchase or sale transaction using a currency other than the local currency of the transacting entity. The main currencies to which we are exposed, besides the U.S. dollar, are the Euro, the British pound, the Canadian dollar, the Mexican peso and the Brazilian real. The exchange rates between these currencies and the U.S. dollar have fluctuated significantly in recent years and may continue to do so in the future. In many cases, we sell exclusively in those jurisdictions and do not have the ability to mitigate our exposure to currency fluctuations through our operations. Accordingly, to the extent that we are unable to match sales made in such foreign currencies with costs paid in the same currency, exchange rate fluctuations could adversely affect our financial condition, results of operations and cash flows. In the past, we have experienced economic loss and a negative impact on earnings as a result of foreign currency exchange rate fluctuations and any future fluctuations may have similar or greater impacts. We expect that the amount of our sales denominated in non-dollar currencies may increase in future periods. Given the volatility of exchange rates, there can be no assurance that we will be able to effectively manage our currency transaction risks or that any volatility in currency exchange rates will not have a material adverse effect on our financial condition or results of operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures about Market Risk."

Additionally, because our consolidated financial results are reported in U.S dollars, the translation of sales or earnings generated in other currencies into U.S. dollars can result in a significant increase or decrease in the amount of those sales or earnings in our financial statements, which also affects the comparability of our results of operations and cash flows between financial periods. Further, currency fluctuations may negatively impact our debt service requirements, which are primarily in U.S. dollars.

Our international operations require us to comply with anti-corruption laws, trade and export controls and regulations of the U.S. government and various international jurisdictions in which we do business.

Doing business on a worldwide basis requires us and our subsidiaries to comply with the laws and regulations of the U.S. government and various international jurisdictions, and our failure to successfully comply

with these laws and regulations may expose us to liabilities. Such laws and regulations apply to companies, individual directors, officers, employees and agents, and may restrict our operations, trade practices, investment decisions and partnering activities.

In particular, our international operations are subject to U.S. and foreign anti-corruption laws and regulations, such as the Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act ("UKBA"). The FCPA prohibits us from providing anything of value to foreign officials for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment, and requires us to maintain adequate record-keeping and internal accounting practices to accurately reflect our transactions. As part of our business, we may deal with state-owned business enterprises, the employees and representatives of which may be considered foreign officials for purposes of the FCPA and UKBA. In addition, some of the international locations in which we operate lack a developed legal system and have elevated levels of corruption. As a result of our international operations, we are exposed to the risk of violating anti-corruption laws.

In addition, we are subject to applicable export controls and economic sanctions laws and regulations imposed by the U.S. government and other countries. Changes in such laws and regulations may restrict our business practices, including cessation of business activities in sanctioned countries or regions or with sanctioned entities or individuals, and may result in modifications to compliance programs. Violations of these legal requirements are punishable by criminal fines and imprisonment, civil penalties, disgorgement of profits, injunctions, debarment from government contracts, loss of export privileges and other remedial measures.

We have established policies and procedures designed to assist us and our personnel in complying with applicable U.S. and international laws and regulations. These policies and procedures are codified in our Code of Conduct and other various policies. However, there can be no assurance that our policies and procedures will effectively prevent us from violating these laws and regulations in every transaction in which we may engage, and such a violation could subject us to governmental investigations and adversely affect our reputation, business, financial condition and results of operations.

Alternative technology or other changes in our customers' products may reduce or eliminate the need for certain of our products.

Many of the products that we sell are used in manufacturing processes and as components of or ingredients in other products and, as a result, changes in our customers' end products or processes or alternative technology may enable our customers to reduce or eliminate consumption or use of our products. For example, over the last seven years, customers in the detergent industry have significantly reduced their use of zeolites. Additionally, shifting consumer preference could result in a significant reduction in the future use of fossil fuels, which would have a negative impact on our zeolite catalysts and refining services. If we are unable to respond appropriately to such new developments, such changes could seriously impair our ability to profitably market certain of our products.

Our new product development and research and development efforts may not succeed and our competitors may develop more effective or successful products.

The industries in which we operate are subject to periodic technological changes and ongoing product improvements. In order to maintain our margins and remain competitive, we must successfully develop, manufacture and market new or improved products. As a result, we must commit substantial resources each year to new product research and development. Ongoing investments in new product research and development could result in higher costs without a proportional increase in revenues. Additionally, for any new product program, there is a risk of technical or market failure, in which case we may need to commit additional resources to the program and may not be able to develop the new products needed to maintain our competitive position. Moreover, new products may have lower margins than the products they replace or may not successfully attract end users.

We also expect competition to increase as our competitors develop and introduce new and enhanced products. As such products are introduced, our products may become obsolete or our competitors' products may be marketed more effectively. If we fail to develop new products, maintain or improve our margins with our new products or keep pace with technological developments, our business, financial condition, results of operations and cash flows will suffer.

Our substantial level of indebtedness could adversely affect our financial condition.

We have substantial indebtedness, which, as of March 31, 2017, totaled approximately $2,629.4 million. We intend to use the net proceeds from this offering primarily to repay a portion of our indebtedness. See "Use of Proceeds." Our substantial indebtedness, combined with our other financial obligations and contractual commitments, could have important consequences, including:

- requiring us to dedicate a substantial portion of our cash flows from operations to payments on our indebtedness, thereby reducing funds available for working capital, capital expenditures, acquisitions, selling and marketing efforts, product development and other purposes;
- increasing our vulnerability to adverse economic and industry conditions, which could place us at a competitive disadvantage compared to our competitors that have relatively less indebtedness;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;
- increasing our exposure to rising interest rates because certain of our borrowings are at variable interest rates;
- restricting us from making strategic acquisitions or causing us to make non-strategic divestitures; and
- limiting our ability to borrow additional funds, or to dispose of assets to raise funds, if needed, for working capital, capital expenditures, acquisitions, product development and other corporate purposes.

Although the terms of the agreements governing our outstanding indebtedness contain restrictions on the incurrence of additional indebtedness, such restrictions are subject to a number of important exceptions and indebtedness incurred in compliance with such restrictions could be substantial. If we and our restricted subsidiaries incur significant additional indebtedness, the related risks that we face could increase.

If we are unable to pass on increases in raw material prices, including natural gas, to our customers or to retain or replace our key suppliers, our results of operations and cash flows may be negatively affected.

We purchase significant amounts of raw materials, including soda ash, cullet, industrial sand, aluminum trihydrate, sodium hydroxide (commonly known as caustic soda) and sulfur (including hydrogen sulfite), in our performance chemicals, performance materials and refining services product groups, and we purchase significant amounts of natural gas to supply the energy required in our production process. The cost of these raw materials represents a substantial portion of our operating expenses and our results of operations have been, and could in the future be, significantly affected by increases in the costs of such raw materials. In addition, we obtain a significant portion of our raw materials from certain key suppliers. If any of those suppliers is unable to meet its obligations under current supply agreements, we may be forced to pay higher prices to obtain the necessary raw materials. Furthermore, if any of the raw materials that we use become unavailable within the geographic area from which we currently source them, we may not be able to obtain suitable and cost-effective substitutes. Any interruption of supply or any price increase of raw materials could adversely affect our profitability.

While we attempt to match raw material price increases with corresponding product price increases, our ability to pass on increases in the cost of raw materials to our customers is, to a large extent, dependent upon our contractual arrangements and market conditions. There may be periods of time during which we are not able to recover increases in the cost of raw materials due to our contractual arrangements or weakness in demand for, or

oversupply of, our products. Specifically, timing differences between price adjustments of raw materials, which may occur daily, and adjustments to our product prices, which in many cases are adjusted quarterly or less often, have had and may continue to have a negative effect on our profitability. Even in periods during which raw material prices decline, we may suffer decreasing profits if customers seek relief in the form of lower sales prices or if the raw material price reductions occur at a slower rate than decreases in the selling prices of our products. Furthermore, some of our performance chemicals customers may take advantage of fluctuating prices by building inventories when they expect product prices to increase and reducing inventories when they expect product prices to decrease. Such volatility can result in commercial disputes with customers and suppliers with respect to interpretations of complex contractual arrangements, the adverse resolution of which could reduce our profitability.

In the past, we have entered into long-term supply contracts for certain of our raw materials, including for certain of our North American soda ash. As these contracts expire, we may not be able to renegotiate or enter into new long-term supply contracts that will offer similar protection from price increases and other fluctuations on terms that are satisfactory to us or at all.

In addition, we have attempted to mitigate our exposure to the significant price volatility of natural gas, which has historically had a negative impact on our results of operations, by implementing a hedging program in the United States and entering into forward purchases in the United States, Canada, Europe and other parts of the world. Our hedging strategy may not be successful and if energy prices rise, our profitability could be adversely affected. With the exception of such natural gas contracts, we typically do not enter into long-term forward contracts to hedge against raw material price volatility.

We face substantial competition in the industries in which we operate.

The industries in which we operate are highly competitive and we face significant competition from large international producers and, particularly in Europe and certain Asia-Pacific regions, smaller regional competitors.
Our silica catalysts and zeolite catalysts primarily compete with other global producers in the petrochemicals and refining industries such as W.R. Grace, BASF, UOP, and Albemarle, as well as other niche competitors such as Tosoh, Axens, and Haldor Topsoe. We compete in the North American refining services industry with competitors such as Chemtrade and Veolia through our refining services product group. Additionally, our performance materials and chemicals business primarily competes with other global producers such as OxyChem, PPG and Evonik. We believe that we typically compete on the basis of performance, product consistency, quality, reliability, and ability to innovate in response to customer demands.

Our competitors may improve their competitive position in our core end use applications by successfully introducing new products, improving their manufacturing processes, expanding their capacity or manufacturing facilities or responding more effectively than us to new or emerging technologies and changes in customer requirements. Some of our competitors may be able to lower prices for our products if their costs are lower. In addition, consolidation among our competitors or customers may result in reduced demand for our products or make it more difficult for us to compete. Some of our competitors' financial, technological and other resources may be greater than ours or they may have less debt than we do and, as a result, may be better able to withstand changes to industry conditions. The occurrence of any of these events could materially adversely affect our financial condition and results of operations.

We are subject to the risk of loss resulting from non-payment or non-performance by our customers.

Our credit procedures and policies may not be adequate to minimize or mitigate customer credit risk. Our customers may experience financial difficulties, including bankruptcies, restructurings and liquidations. These and other financial problems our customers may experience, as well as potential financial weakness in the industries in which we operate, may increase our risk in extending trade credit to customers. A significant adverse change in a customer's financial position could cause us to limit or discontinue business with such

customer, require us to assume more credit risk relating to such customer's receivables or limit our ability to collect accounts receivable from such customer, any of which could have a material adverse effect on our business, results of operations, financial condition and liquidity.

We rely on a limited number of customers for a meaningful portion of our business. A loss of one or more of these customers could adversely impact our profitability.

A loss of any significant customer, including a pipeline customer, or a decrease in the provision of products to any significant customer could have an adverse effect on our business until alternative arrangements are secured. Any alternative arrangement to replace the loss of a customer would result in increased variable costs relating to product shipment. In addition, any new customer agreement entered into by us may not have terms as favorable as those contained in our current customer agreements, which could have a material adverse effect on our business, financial condition and results of operations. For the year ended December 31, 2016 our top 10 customers represented approximately 24% of our pro forma sales and no single customer represented more than 4% of our pro forma sales.

Refineries, which represent a sizeable subset of our environmental catalysts and services business customers, have undergone significant consolidation and additional consolidation is possible in the future. Such consolidation could further increase our reliance on a small number of customers and further increase our customers' leverage over us, resulting in downward pressure on prices and an adverse effect on our profitability.

Multi-year customer contracts in our refining services product group are subject to potential early termination and such contracts may not be renewed at the end of their respective terms.

Many of the customer contracts in our refining services product group are multi-year agreements. Sulfuric acid regeneration customer contracts are typically on five- to ten-year terms and virgin sulfuric acid customer contracts are typically on one- to five-year terms, with larger customers typically favoring longer terms. Excluding contracts with automatic evergreen provisions, approximately 60% of our sulfuric acid volume for the year ended December 31, 2016 was under contracts expiring at the end of 2019 or beyond. In addition, our sulfuric acid regeneration contracts with major refinery customers typically allow for termination with advance notice of one to two years. We cannot provide assurance that our existing contracts will not be subjected to early terminations or that our expiring contracts will be renewed at the end of their terms. If we receive a significant number of such contract terminations or experience non-renewals from key customers in our refining services product group, our results of operations, financial condition and cash flows may be materially adversely affected.

Reductions in highway safety spending or taxes earmarked for highway safety spending could result in a decline in our sales.

Approximately 12% of our pro forma adjusted sales for the year ended December 31, 2016 were derived from products sold into highway safety applications. Sales of our performance materials products for highway safety uses are in part dependent upon federal, state, local and foreign government budgets. A decrease in, or termination of, governmental budgeting for new highway safety programs or a significant decrease in the use of our performance materials products in any new highway safety projects could have an adverse effect on our business, financial condition, results of operations or cash flows by decreasing the profitability of our performance materials product group.

Our quarterly results of operations are subject to fluctuations because the demand for some of our products is seasonal.

Seasonal changes and weather conditions typically affect our performance materials and refining services product groups. In particular, our performance materials product group, which accounted for 19% of our pro forma adjusted sales for the year ended December 31, 2016, generally experiences lower sales and profit in the

first and fourth quarters of the year because highway striping projects typically occur during warmer weather months. Additionally, our refining services product group, which accounted for 24% of our pro forma adjusted sales for the year ended December 31, 2016, typically experiences similar seasonal fluctuations as a result of higher demand for gasoline products in the summer months. As a result, our working capital requirements tend to be higher in the first and fourth quarters of the year, which can adversely affect our liquidity and cash flows. Because of this seasonality associated with certain of our product groups, results for any one quarter are not necessarily indicative of the results that may be achieved for any other quarter or for the full year.

If we lose certain key personnel or are unable to hire additional qualified personnel, we may not be able to execute our business strategy and our business could be adversely affected.

Our success depends, in part, upon the continued services of our highly skilled personnel involved in management, research, production and distribution and, in particular, upon the efforts and abilities of our key officers. Although we believe that we are adequately staffed in key positions, we may not be able to retain such personnel on acceptable terms or at all, and such personnel may seek to compete with us in the future. If we lose the service of any of our key personnel, we may not be able to hire replacements with the same level of industry experience and knowledge necessary to execute our business strategy, which in turn could have a material adverse effect on our business, financial condition, results of operations or cash flows.

Our expansion projects may result in significant expenditures before generating revenues, if any, which may materially and adversely affect our ability to implement our business strategy.

We have made and continue to make significant investments in each of our businesses. These projects require us to commit significant capital to, among other things, implement engineering plans and obtain the necessary permits before we generate revenues related to our investments in these businesses. Such projects may take longer to complete or require additional unanticipated expenditures and may never generate profits. If we fail to recover our investment, or these projects never become profitable, our ability to implement our business strategy may be materially and adversely affected.

We may be liable for damages based on product liability claims brought against us or our customers for costs associated with recalls of our or our customers' products.

Even though we are generally a materials and services supplier rather than a manufacturer of finished goods, the sale of our products involves the risk of product liability claims and voluntary or government-ordered product recalls. For example, certain of the products that we manufacture provide critical performance functions to our customers' end products, are used in and around other chemical manufacturing facilities, highways, airports and other locations where personal injury or property damage may occur or are used in certain consumer goods such as beverages, personal care products and medicinal applications. While we attempt to protect ourselves from product liability claims and exposures through our adherence to standards and specifications and through contractual negotiations, there can be no assurance that our efforts will ultimately protect us from any such claims. A product liability claim or voluntary or government-ordered product recall could result in substantial and unexpected expenditures, affect consumer or customer confidence in our products and divert management's attention from other responsibilities. A product recall or successful product liability claim or series of claims against us in excess of our insurance coverage and for which we are not otherwise indemnified could have a material adverse effect on our business, financial condition, results of operations or cash flows.

We are required to comply with a wide variety of laws and regulations, and are subject to regulation by various federal, state and foreign agencies, and our failure to comply with existing and future regulatory requirements could adversely affect our financial condition, results of operations and cash flows.

We compete in industries in which we and our customers are subject to federal, state, local, international and transnational laws and regulations. Such laws and regulations are numerous and sometimes conflicting, and

any future changes to such laws and regulations could adversely affect us. For example, our performance materials product group sells products used in highway safety applications, and such products are subject to laws and regulations that vary by state. If we fail to comply with applicable laws and regulations, we may be subject to civil remedies, including fines, injunctions, recalls or seizures, any of which could have an adverse effect on our business, financial condition and results of operations.

In order to obtain regulatory approval for certain of our new products, we must, among other things, demonstrate to the relevant authority that the product is safe and effective for its intended uses and that we are capable of manufacturing the product in accordance with current regulations. The process of seeking approvals can be costly, time-consuming and subject to unanticipated and significant delays. Any delay in obtaining, or any failure to obtain or maintain, these approvals would adversely affect our ability to introduce new products and to generate sales from those products, and could have an adverse effect on our business, financial condition, results of operations or cash flows.

Our products, including the raw materials we handle, are subject to rigorous chemical registration and industrial hygiene regulations and investigation. There is risk that a key raw material, chemical or substance, or one of the end products of which our products are a part, may be recharacterized as having a toxicological or health-related impact on the environment, our customers or our employees. Industrial hygiene regulations are continually strengthened and if such recharacterization occurred, the relevant raw material, chemical or product may be banned or we may incur increased costs in order to comply with new requirements. Changes in industrial hygiene regulations also affect the marketability of certain of our products, and future regulatory changes may have a material adverse effect on our business.

New laws and regulations, and changes in existing laws and regulations, may be introduced in the future and could prevent or inhibit the development, distribution and sale of our products, including as a result of additional compliance costs, seizures, confiscation, recall or monetary fines. For example, as discussed in more detail in “Business—Environmental Regulations” and “Business—Chemical Product Regulation,” we may be materially impacted by regulatory initiatives worldwide with respect to chemical product safety such as the 2016 amendments to the U.S. Toxic Substances Control Act, the E.U. regulation “Registration, Evaluation, Authorisation and Restriction of Chemical Substances” (“REACH”), or similar regulations being enacted in other countries (e.g., China REACH; Korea REACH). Additionally, the current U.S. administration may seek to reduce current environmental standards and regulations, such as the Corporate Average Fuel Economy standards, which could have a material adverse effect on our sales into the fuels and emissions controls industries.

We are subject to extensive environmental, health and safety regulations and face various risks associated with potential non-compliance or releases of hazardous materials.

Like other chemical companies, our operations and properties are subject to extensive and stringent federal, state, local and foreign environmental laws and regulations. U.S. federal environmental laws that affects us include the Resource Conservation and Recovery Act (“RCRA”), the Clean Air Act, the Clean Water Act and the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”). These laws govern, among other things, emissions to the air, discharges or releases of hazardous substances to land, surface, subsurface strata and water, wastewater discharges and the generation, handling, storage, transportation, treatment, disposal and remediation of hazardous materials and petroleum products. We are also subject to other federal, state, local and foreign laws and regulations regarding chemical and product safety as well as employee health and safety matters, including process safety requirements. These laws and regulations may become more stringent over time and the failure to comply with such laws and regulations can result in significant fines or penalties.

We have in the past been and currently are the subject of investigations and enforcement actions pursuant to environmental laws, including the Clean Air Act. Some of these matters were resolved through the payment of significant monetary penalties and a requirement to implement corrective actions at our facilities. For instance, in

November 2015, the Pennsylvania Department of Environmental Protection issued a $1.7 million fine against us for allegedly excessive emissions of carbon monoxide and nitrogen oxides from our Chester, Pennsylvania site. We have appealed the alleged violations and the associated fine. We also remain subject to a 2007 Consent Decree that resolves certain alleged Clean Air Act violations at our seven refining services operating locations involving New Source Review, Prevention of Significant Deterioration and New Source Performance Standard obligations under the U.S. federal rules for the pollutants sulfur dioxide and sulfuric acid mist. The Consent Decree required Solvay (the owner at the time) to pay a $2 million penalty and spend approximately $34 million on air pollution controls at our facilities, the majority of which was received from customers in contractual arrangements. Work under the Consent Decree has proceeded since 2007, and we believe that all of the significant capital improvements related to the Consent Decree have been completed. One of our operating locations has been released from the scope of the Consent Decree and we are seeking release of the other locations covered by the Consent Decree.

We are required by these environmental laws and regulations to obtain registrations, licenses, permits and other approvals in order to operate, to make disclosures to public authorities about our chemical handling and usage activities and to install expensive pollution control and spill containment equipment at our facilities, or to incur other capital expenditures aimed at achieving or maintaining compliance with such laws and regulations. We are preparing to implement a substantial environmentally-driven capital improvement project over the next three years and failure to complete this project or to timely identify and implement other capital projects required to achieve or maintain compliance could expose us to enforcement and penalty.

Under CERCLA and analogous statutes in local and foreign jurisdictions, current and former owners and operators of land impacted by releases of hazardous substances are strictly liable for the investigation and remediation of the contamination resulting from the release. Liability under CERCLA and analogous laws is strict, unlimited, joint, several and retroactive, may be imposed regardless of fault and may relate to historical activities or contamination not caused by the affected property's current owner or operator. We could be held responsible for all cleanup costs at a site, whether currently or formerly owned or operated, regardless of fault, knowledge, timing or cause of the contamination. Further, under CERCLA and analogous laws, we may be jointly and severally liable for contamination at third party sites where we or our predecessors in interest have sent waste for treatment or disposal, even if we complied with applicable laws. In addition, we may face liability for personal injury, property damage and natural resource damage resulting from environmental conditions attributable to hazardous substance releases at or from facilities we currently or formerly owned or operated or to which we sent waste. As such, a product spill or emission at one of our facilities or otherwise resulting from our operations could have adverse consequences on the environment and surrounding community and could result in significant liabilities with respect to investigation and remediation.

Our facilities have an extended history of industrial use, and soil and groundwater contamination exists at some of our sites. As of March 31, 2017, we had current investigation, remediation or monitoring obligations at several of our current or former sites, including Rahway, New Jersey; Dominguez, California; Martinez, California; and Tacoma, Washington. As of March 31, 2017, we had established reserves of approximately $4.8 million to cover anticipated expenses at these sites, all of which have reached relatively mature stages of either the investigation, remediation or monitoring process. Actual costs to complete these projects may exceed our current estimates. In addition, we have unresolved liability at several sites to which we or our predecessors allegedly arranged for the disposal or treatment of hazardous wastes. For example, at the Boyertown Sanitary Disposal site in Gilbertsville, Pennsylvania, we are participating in a group of parties who disposed of materials at the site to fund investigatory and remedial work.

As of March 31, 2017, our total reserves associated with environmental remediation and enforcement matters were $7.2 million. In addition to the ongoing remediation and monitoring activities discussed above, there is risk that the long-term industrial use at our facilities may have resulted in, or may in the future result in, contamination that has yet to be discovered, which could require additional, unplanned investigation and remediation efforts by us for which no reserves have been established, potentially without regard to whether we

knew of, or caused, the release of such hazardous substances. Discovery of additional or unknown conditions at our facilities could have an adverse impact on our business by substantially increasing our capital expenditures, including compliance, investigation and remediation costs. Such environmental liabilities attached to our properties, or for properties that we are otherwise responsible for, could have a material adverse effect on our results of operations or financial condition.

Existing and proposed regulations to address climate change by limiting greenhouse gas emissions may cause us to incur significant additional operating and capital expenses.

Certain of our operations result in emissions of greenhouse gases ("GHGs"), such as carbon dioxide. Growing concern about the sources and impacts of global climate change has led to a number of domestic and foreign legislative and administrative measures, both proposed and enacted, to monitor, regulate and limit carbon dioxide and other GHG emissions. In the European Union, our emissions are regulated under the E.U. Emissions Trading System (the "E.U. ETS"), an E.U.-wide trading scheme for industrial GHG emissions. The E.U. ETS is anticipated to become progressively more stringent over time, including by reducing the number of allowances to emit GHGs that E.U. member states will allocate without charge to industrial facilities. In the United States, the EPA has promulgated federal GHG regulations under the Clean Air Act that affect certain sources. For example, the EPA has issued mandatory GHG reporting requirements, under which our Dominguez, California and Baton Rouge, Louisiana facilities currently report. Moreover, California has enacted the Global Warming Solutions Act of 2006 ("Assembly Bill 32"), a law that establishes a comprehensive program to reduce GHG emissions from all sources throughout the state and contains reporting requirements under which our Dominguez and Martinez facilities currently report. Our Dominguez facility also participates in the emissions trading market established under Assembly Bill 32. Although we believe it is likely that GHG emissions will continue to be regulated in at least some regions of the United States and in other countries (in addition to the European Union) in the future, we cannot yet predict the form such regulation will take (such as a cap-and-trade program, technology mandate, emissions tax or other regulatory mechanism) or, consequently, estimate any costs that we may be required to incur in respect of such requirements, which could, for example, require that we install emissions control equipment, purchase emissions allowances, administer and manage our GHG emissions program or address other regulatory obligations. Such requirements could also adversely affect our energy supply or the costs and types of raw materials that we use for fuel. Accordingly, regulations controlling or limiting GHG emissions could have a material adverse effect on our business, financial condition or results of operations, including by reducing demand for our products.

Production and distribution of our products could be disrupted for a variety of reasons, and such disruptions could expose us to significant losses or liabilities.

Certain of the hazards and risks associated with our manufacturing processes and the related storage and transportation of raw materials, products and wastes may disrupt production at our manufacturing facilities and the distribution of products to our customers. These potentially disruptive risks include, but are not limited to, the following:

- pipeline and storage tank leaks and ruptures;
- explosions and fires;
- inclement weather and natural disasters;
- terrorist attacks;
- failure of mechanical, process safety and pollution control equipment;
- chemical spills and other discharges or releases of toxic or hazardous substances or gases; and
- exposure to toxic chemicals.

These hazards could expose employees, customers, the community and others to toxic chemicals and other hazards, contaminate the environment, damage property, result in personal injury or death, lead to an interruption

or suspension of operations, damage our reputation and adversely affect the productivity and profitability of a particular manufacturing facility or our business as a whole. Such hazards could also result in the need for remediation, governmental enforcement, regulatory shutdowns, the imposition of government fines and penalties and claims brought by governmental entities or third parties. Legal claims and regulatory actions could subject us to both civil and criminal penalties, which could affect our product sales, reputation and profitability.

If disruptions at our manufacturing facilities or in our distribution channels occur, alternative options with sufficient capacity or capabilities may not be available, may cost substantially more or may require significant time to start production or distribution. Any of these scenarios could negatively affect our business and financial performance. If one of our manufacturing facilities or distribution channels is unable to produce or distribute our products for an extended period of time, our sales may be reduced by the shortfall caused by the disruption and we may not be able to meet our customers' needs, which could cause them to seek other suppliers. Furthermore, to the extent a production disruption occurs at a manufacturing facility that has been operating at or near full capacity, the resulting shortage of our product could be particularly harmful because production at the manufacturing facility may not be able to reach levels achieved prior to the disruption. Such risks are heightened in our refining services product group, which has operations and customers primarily located in the Gulf Coast, which is susceptible to a heightened risk of hurricanes, and Northern California, which is susceptible to a heightened risk of earthquakes.

The insurance that we maintain may not fully cover all potential exposures.

We maintain property, business interruption, casualty and other types of insurance, but such insurance may not cover all risks associated with the operation of our business or our manufacturing process and the related use, storage and transportation of raw materials, products and wastes in or from our manufacturing sites or distribution centers. While we have purchased what we deem to be adequate limits of coverage and broadly worded policies, our coverage is subject to exclusions and limitations, including higher self-insured retentions or deductibles and maximum limits and liabilities covered. Notwithstanding diligent efforts to successfully procure specialty coverage for environmental liability and remediation, we may incur losses beyond the limits or outside the terms of coverage of our insurance policies, including liabilities for environmental remediation. In addition, from time to time, various types of insurance for companies in the industries in which we operate have not been available on commercially acceptable terms or, in some cases, at all. We are potentially at additional risk if one or more of our insurance carriers fail. Additionally, severe disruptions in the domestic and global financial markets could adversely impact the ratings and survival of some insurers. Future downgrades in the ratings of enough insurers could adversely impact both the availability of appropriate insurance coverage and its cost. In the future, we may not be able to obtain coverage at current levels, if at all, and our premiums may increase significantly on coverage that we maintain.

We could be subject to damages based on claims brought against us by our customers or lose customers as a result of the failure of our products to meet certain quality specifications.

Our products provide important performance attributes to our customers' products. If a product fails to perform in a manner consistent with quality specifications, or has a shorter useful life than that which was guaranteed, a customer could seek replacement of the product or damages for costs incurred as a result of the product failing to perform as guaranteed. A successful claim or series of claims against us could cause reputational harm and have a material adverse effect on our financial condition and results of operations and could result in a loss of one or more customers.

We may engage in strategic acquisitions or dispositions of certain assets or businesses that could affect our business, results of operations, financial condition and liquidity.

We may selectively pursue complementary acquisitions, such as the Business Combination, and joint ventures, such as our Zeolyst Joint Venture, each of which inherently involves a number of risks and presents financial, managerial and operational challenges, including:

- potential disruption of our ongoing business and distraction of management;

- difficulty with integration of personnel and financial and other systems;
- hiring additional management and other critical personnel; and
- increasing the scope, geographic diversity and complexity of our operations.

In addition, we may encounter unforeseen obstacles or costs in the integration of acquired businesses. For example, the presence of one or more material liabilities of an acquired company that are unknown to us at the time of acquisition may have a material adverse effect on our business. Our acquisition and joint venture strategy may not be received positively by customers, and we may not realize any anticipated benefits from acquisitions or joint ventures.

We may also opportunistically pursue dispositions of certain assets and businesses, which may involve material amounts of assets or lines of business, and could adversely affect our results of operations, financial condition and liquidity. If any such dispositions were to occur, under the terms of the agreements governing our outstanding indebtedness, we may be required to apply the proceeds of the sale to repay such indebtedness.

The pro forma and non-GAAP financial information included in this prospectus is presented for informational purposes only and may not be an indication of our financial condition or results of operations in the future.

The unaudited pro forma combined financial information included in this prospectus is presented for informational purposes only and is not necessarily indicative of what our actual financial condition or results of operations would have been had the Business Combination been completed on the date indicated. The assumptions used in preparing the pro forma financial information may not prove to be accurate and other factors may affect our financial condition or results of operations. Accordingly, our financial condition and results of operations in the future may not be consistent with, or evident from, such pro forma financial information. The non-GAAP financial information included in this prospectus includes information that we use to evaluate our past performance, but you should not consider such information in isolation or as an alternative to measures of our performance determined under GAAP. For further information regarding such limitations, see "Summary Historical and Unaudited Pro Forma Financial and Other Data."

Our joint ventures may not operate according to their business plans if our partners fail to fulfill their obligations or differences in views among our partners results in delayed decisions or failures to agree on major issues, which may adversely affect our results of operations and force us to dedicate additional resources to these joint ventures.

We currently participate in a number of joint ventures and may enter into additional joint ventures in the future. The nature of a joint venture requires us to share control with unaffiliated third parties and we sometimes have joint and several liability with our joint venture partners. If our joint venture partners do not fulfill their obligations, or if differences in views among the joint venture participants results in delayed decisions or failures to agree on major issues, the affected joint venture may not be able to operate according to its business plan. For example, our Zeolyst Joint Venture is structured as a general partnership in which we are equal partners with CRI Zeolites Inc. Accordingly, we do not control the Zeolyst Joint Venture and cannot unilaterally undertake strategies, plans, goals and operations or determine when cash distributions will be made to us. Furthermore, we are liable on a joint and several basis with CRI Zeolites Inc. for all of the partnership's liabilities if it does not have sufficient assets to satisfy such liabilities. Such factors may adversely affect our results of operation and force us to dedicate additional and unexpected resources to our joint ventures.

Our failure to protect our intellectual property rights could adversely affect our future performance and growth.

Protection of our proprietary processes, methods, compounds and other technologies is important to our business. We depend upon our ability to develop and protect our intellectual property rights to distinguish our

products from those of our competitors. Failure to protect our existing intellectual property rights may allow our competitors to copy our products and may result in the loss of valuable proprietary technologies or other intellectual property. Failure to protect our innovations and trademarks by securing intellectual property rights could also result in our having to pay other companies for infringing on their intellectual property rights. We rely on a combination of patent, trade secret, trademark and copyright law as well as regulatory and judicial enforcement to protect such technologies and trademarks. In addition, the laws of many foreign countries do not protect our intellectual property rights to the same extent as the laws of the United States. As of March 31, 2017, we owned over 50 patented inventions in the United States, with approximately 300 patents issued in countries around the world and approximately 150 patent applications pending worldwide covering more than 20 additional inventions. Some of these patents are licensed to others. In addition, we have acquired certain rights under patents and inventions of others through licenses. Should any of these licenses granted to us by third parties terminate prior to the expiration of the licensed intellectual property, we would need to cease using the licensed intellectual property, and either develop or license alternative technologies. In such a case, there can be no assurance that alternative technologies exist or that we would be able to obtain such a license on favorable terms.

Competitors and third parties may infringe on our patents or violate our intellectual property rights. Defending and enforcing our intellectual property rights can involve litigation and can be expensive and time consuming. Such proceedings could put our patents at risk of being invalidated and confidential information may be disclosed through the discovery process; these costs and diversion of resources could harm our business.

We cannot provide any assurances that any of our pending applications will mature into issued patents, or that any patents that have issued or may issue in the future do or will include claims with a scope sufficient to provide any competitive advantage. Patents involve complex legal and factual questions and, therefore, the issuance, scope, validity and enforceability of any patent claims we have or may obtain cannot be predicted with certainty. Patents may be challenged, deemed unenforceable, invalidated or circumvented. Patents may be challenged in the courts, as well as in various administrative proceedings before the United States Patent and Trademark Office or foreign patent offices. We are currently and may in the future be a party to various adversarial patent office proceedings involving our patents or the patents of third parties. Such challenges can result in some or all of the claims of the challenged patent being invalidated, deemed unenforceable, or interpreted narrowly which, in the case of challenges to our own patents, may be adverse to our interests. Accordingly, the issuance of patents is not conclusive of the validity, scope, or enforceability of such patents. Moreover, even if valid and enforceable, competitors may be able to design around our patents or use pre-existing technologies to compete with us.

We also rely upon unpatented proprietary know-how, continuing technological innovation and other trade secrets to develop and maintain our competitive position, which may not provide us with complete protection against competitors. Misappropriation or unauthorized disclosure of our proprietary know-how could harm our competitive position or have an adverse effect on our business. While it is our policy to enter into confidentiality agreements with our employees and third parties to protect our intellectual property rights and we strive to maintain the physical security of our properties and the security of our IT systems, there can be no assurances that:

- our confidentiality agreements will not be breached;
- our security measures will not be breached;
- such agreements will provide meaningful protection for our trade secrets or proprietary know-how; or
- adequate remedies will be available in the event of an unauthorized use or disclosure of such trade secrets and know-how.

In addition, there can be no assurances that others will not obtain knowledge of these trade secrets through independent development or other access by legal means.

Measures taken by us to protect these assets and rights may not provide meaningful protection for our trade secrets or proprietary manufacturing expertise and adequate remedies may not be available in the event of an unauthorized use or disclosure of our trade secrets or manufacturing expertise. In addition, as noted above, our patents and other intellectual property rights may be challenged, invalidated, circumvented or rendered unenforceable.

Furthermore, we cannot provide assurance that any pending patent or trademark application filed by us will result in an issued patent or registered trademark or, if patents are issued to us, that those patents will provide meaningful protection against competitors or against competitive technologies. The failure of our patents or other measures to protect our processes, apparatuses, technology, trade secrets and proprietary manufacturing expertise, methods and compounds or trademarks and provide us with freedom to exclude competition could have an adverse effect on our business, financial condition, results of operations and cash flows. See "Business—Intellectual Property."

Our products may infringe the intellectual property rights of others, which may cause us to incur unexpected costs or prevent us from selling our products.

Our industry is characterized by vigiliant pursuit of intellectual property rights, particularly with respect to our silica catalysts and zeolite catalysts product groups. Like us, our competitors rely on intellectual property rights to maintain profitability and competitiveness. As the number of products and competitors has increased, the likelihood of intellectual property disputes has risen. Although it is our policy and intention not to infringe valid patents of which we are aware, our processes, apparatuses, technology, proprietary manufacturing expertise, methods, compounds and products may infringe on issued patents or infringe or misappropriate other intellectual property rights of others. Accordingly, we continually monitor third-party intellectual property to confirm our freedom to operate. Nevertheless, we may be subject to legal proceedings and claims in the ordinary course of our business, including claims of alleged infringement of the patents or trademarks or infringement or misappropriation of other intellectual property rights of third parties by us or our licensees in connection with their use of our products. Intellectual property litigation is expensive and time-consuming, regardless of the merits of any claim, and could divert the attention of our management and technical personnel away from operating our business. If we were to discover that our processes, apparatuses, technology, products or trademarks infringe the valid intellectual property rights of others, we might need to obtain licenses from these parties or substantially reengineer or rebrand our products in order to avoid infringement. We may not be able to obtain the necessary licenses on acceptable terms, or at all, or be able to reengineer our products successfully or at an acceptable cost. Moreover, if we are sued for infringement and lose the suit, we could be required to pay substantial damages and/or be enjoined from using or selling the infringing products or technology or using the infringing trademark. Additionally or alternatively, we may seek to challenge third-party patents in administrative proceedings before the United States patent office or one or more foreign patent offices. Any of the foregoing could cause us to incur significant costs and prevent us from selling our products, which could have an adverse effect on our business, financial condition, results of operations and cash flows. Even if we ultimately prevail, the existence of lawsuits could prompt our customers to switch to alternative products. In addition, we have agreed, and will continue to agree, to indemnify certain customers for certain intellectual property infringement claims related to intellectual property relating to our products and the manufacture thereof. Should there be infringement claims against our licensees, we could be required to indemnify them for losses resulting from such claims or to refund amounts they have paid to us.

Losses and damages in connection with information technology risks could adversely affect our operations.

Our operations materially depend on the reliable performance of a complex, worldwide and highly available information technology infrastructure with integrated processes. The networks and data centers we use are subject to damage by material events such as major disruptions to public infrastructure, including power outages,

cyber or terrorist attacks, viruses, physical or electronic break-ins and fires. Despite various disaster recovery plans, there can be no assurance that our systems are appropriately redundant and we do not control the operations at the back-up facility we use. Accordingly, such an event could cause material disruptions in our operations.

The broad use of information technology systems has increased the risk of unauthorized access to confidential data, such as customer information, strategic projects, product formulas and other trade secrets, and the risk of destruction or manipulation of material data by employees or third parties. Release of third party confidential information could materially harm our reputation, affect our relationships with such parties and expose us to liability. Although we have introduced many security measures, including firewalls and information technology security policies, we cannot ensure that these measures offer the appropriate level of security. A security breach or other compromise of our information security safeguards could expose our confidential information, including third party confidential information in our possession (such as customer information) to theft and misuse, which could in turn adversely affect our relationships with such third parties and have an adverse effect on our business, financial condition, results of operations and cash flows.

We depend on good relations with our workforce, and any significant disruptions could adversely affect our operations.

As of December 31, 2016, we had 2,949 employees globally, approximately 49% of which were represented by a union, works council or other employee representative body. As of December 31, 2016, approximately 66% of our U.S. unionized employees were covered under collective bargaining agreements that will expire on or before December 31, 2018. Failure to reach agreement with any of our unionized work groups regarding the terms of their collective bargaining agreements or annual pay increases may result in a labor strike, work stoppage or slowdown. In addition, a large number of our employees are employed in countries in which employment laws provide greater bargaining or other rights to employees than the laws of the United States. Such employment rights require us to work collaboratively with the legal representatives of the employees to effect any changes to labor arrangements. For example, many of our employees in Europe are represented by works councils that must approve any changes in conditions of employment, including salaries, benefits and staff changes, and may impede efforts to restructure our workforce. Although we believe that we have a good working relationship with our employees, a strike, work stoppage or slowdown by our employees or a dispute with our employees could result in a significant disruption to our operations or higher ongoing labor costs. In addition, our ability to make adjustments to control compensation and benefits costs, or otherwise adapt to changing business needs, may be limited by the terms and duration of our collective bargaining agreements.

We are subject to certain risks related to litigation filed by or against us, as well as administrative and regulatory proceedings, and adverse results may harm our business.

We cannot predict with certainty the cost of defense, the cost of prosecution or the ultimate outcome of litigation and other administrative and regulatory proceedings filed by or against us, including remedies or damage awards, and adverse results in any litigation or other administrative and regulatory proceedings may materially harm our business. Litigation and other administrative and regulatory proceedings may include, but are not limited to, actions relating to intellectual property, commercial arrangements, environmental, health and safety matters, joint venture agreements, labor and employment matters, domestic and foreign antitrust matters or other harms resulting from the actions of individuals or entities outside of our control. In the case of intellectual property litigation and proceedings, adverse outcomes could include the cancellation, invalidation or other loss of material intellectual property rights used in our business and injunctions prohibiting our use of our processes, apparatuses, technology, trade secrets and proprietary manufacturing expertise, methods and compounds that are subject to third-party patents or other third-party intellectual property rights. Litigation based on environmental matters or exposure to hazardous substances in the workplace or from our products could result in significant liability for us. For example, we are currently subject to various asbestos premises liability claims that relate to employee or contractor exposure to asbestos contained in certain building materials at our sites. Furthermore, our

international operations expose us to potential administrative and regulatory proceedings in foreign jurisdictions. Antitrust authorities in Brazil have publicly announced that they are investigating alleged cartel activities by Brazilian silicate manufacturers, including our Brazilian subsidiary ("PQ Brazil"). The authorities allege that the activities occurred over an approximately 10-year period beginning in the late 1990s, which is prior to the time we owned PQ Brazil. PQ Brazil is fully cooperating with the authorities. Adverse outcomes in any of the foregoing could have a material adverse effect on our business. See "Business—Legal Proceedings."

The terms of our indebtedness restrict our current and future operations, particularly our ability to respond to change or to take certain actions.

The indentures governing our outstanding indebtedness contain a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interest, including restrictions on our ability to incur additional indebtedness, make investments, acquisitions, loans and advances, sell, transfer or otherwise dispose of our assets or incur liens. See "Description of Certain Indebtedness" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Financial Condition, Liquidity and Capital Resources—Debt." In addition, the restrictive covenants in the agreements governing our senior secured credit facilities require us to maintain specified financial ratios and satisfy other financial condition tests. Our ability to meet these financial ratios and tests can be affected by events beyond our control.

A breach of such covenants could result in an event of default unless we obtain a waiver to avoid such default. If we are unable to obtain a waiver, such a default may allow our creditors to accelerate the related debt and may result in the acceleration of, or default under, any other debt to which a cross-acceleration or cross-default provision applies. In the event our lenders or noteholders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness.

Because our operations are conducted through our subsidiaries and joint ventures, we are dependent on the receipt of distributions and dividends or other payments from our subsidiaries and joint ventures for cash to fund our operations and expenses, including to make future dividend payments, if any.

Our operations are conducted through our subsidiaries and joint ventures. As a result, our ability to make future dividend payments, if any, is dependent on the earnings of our subsidiaries and joint ventures and the payment of those earnings to us in the form of dividends, loans or advances and through repayment of loans or advances from us. Payments to us by our subsidiaries and joint ventures will be contingent upon our subsidiaries' or joint ventures' earnings and other business considerations and may be subject to statutory or contractual restrictions. We do not currently expect to declare or pay dividends on our common stock for the foreseeable future; however, to the extent that we determine in the future to pay dividends on our common stock, the agreements governing our outstanding indebtedness significantly restrict the ability of our subsidiaries to pay dividends or otherwise transfer assets to us.

We may need to recognize impairment charges related to goodwill, identified intangible assets and fixed assets.

We are required to test goodwill and any other intangible asset with an indefinite life for possible impairment on the same date each year and on an interim basis if there are indicators of a possible impairment. We are also required to evaluate indefinite-lived intangible assets and fixed assets for impairment if there are indicators of a possible impairment.

There is significant judgment required in the analysis of a potential impairment of goodwill, identified intangible assets and fixed assets. If, as a result of a general economic slowdown or deterioration in one or more

of the industries in which we operate or in our financial performance or future outlook, or if the estimated fair value of our long-lived assets decreases, we may determine that one or more of our long-lived assets is impaired. An impairment charge would be determined based on the estimated fair value of the assets and any such impairment charge could have a material adverse effect on our results of operations and financial position.

Our ability to utilize our net operating losses is uncertain.

As of December 31, 2016, we had $383.2 million of net operating losses for U.S. federal income tax purposes. Our ability to utilize these net operating losses to offset future income tax liabilities depends on our future financial performance and our future taxable income. In addition, our utilization of these net operating losses is currently limited under Section 382 of the Internal Revenue Code of 1986, as amended (the "Code"), impacting our ability to realize the benefits of these net operating losses. If any ownership changes occur within three years of the closing date of the Business Combination among stockholders owning directly or indirectly 5% or more of our common stock and that result in an aggregate ownership change with respect to such stockholders of more than 50% of our common stock, our utilization of these net operating losses and certain built-in losses would be subject to an additional limitation imposed by Section 382 of the Code.

We have unfunded and underfunded pension plan liabilities. We will require current and future operating cash flow to fund these shortfalls. We have no assurance that we will generate sufficient cash flow to satisfy these obligations.

We maintain defined benefit pension plans covering employees who meet age and service requirements. While some of our plans have been frozen, our net pension liability and cost is materially affected by the discount rate used to measure pension obligations, the longevity and actuarial profile of our workforce, the level of plan assets available to fund those obligations and the actual and expected long-term rate of return on plan assets. Significant changes in investment performance or a change in the portfolio mix of invested assets can result in corresponding increases and decreases in the valuation of plan assets, particularly equity securities, or in a change in the expected rate of return on plan assets. Assets available to fund the pension and other postemployment benefit obligations of our plans as of December 31, 2016 were approximately $285.1 million, or approximately $86.2 million less than the measured pension benefit obligation on a GAAP basis. In addition, any changes in the discount rate could result in a significant increase or decrease in the valuation of pension obligations, affecting the reported funded status of our pension plans as well as the net periodic pension cost in the following years. Similarly, changes in the expected return on plan assets can result in significant changes in the net periodic pension cost in the following years.

We also contribute to two multi-employer pension plans on behalf of certain of our employees in the United States pursuant to union agreements that generally provide defined benefits to employees covered by collective bargaining agreements. A total of approximately 18 employees currently participate in such multi-employer pension plans. Funding requirements for benefit obligations of multi-employer pension plans are subject to certain regulatory requirements and we may be required to make cash contributions to one of these plans to satisfy certain underfunded benefit obligations. Absent an applicable exemption, a contributor to a U.S. multi-employer plan is liable upon its withdrawal from, or the termination of, a plan for its proportionate share of the plan's underfunding, if any.

We also provide certain health care and life insurance benefits to certain of our employees and their dependents in the United States upon the retirement of such employee from us pursuant to union agreements. Costs of these other post-employment benefit plans are dependent upon numerous factors, assumptions and estimates.

Risks Related to this Offering and to our Common Stock

We are a "controlled company" within the meaning of the rules of the New York Stock Exchange and, as a result, we will qualify for, and intend to rely on, exemptions from certain corporate governance requirements. You will not have the same protections afforded to stockholders of companies that are subject to such requirements.

After completion of this offering, investment funds affiliated with CCMP and INEOS will continue to control a majority of the voting power of our outstanding common stock. As a result, we will be a "controlled company" within the meaning of the corporate governance standards of the New York Stock Exchange. Under these rules, a company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including:

- the requirement that a majority of the board of directors consist of independent directors;
- the requirement that we have a nominating and corporate governance committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities;
- the requirement that we have a compensation committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- the requirement for an annual performance evaluation of the nominating and corporate governance and compensation committees.

We intend to utilize these exemptions following this offering. As a result, we will not have a majority of independent directors, our compensation committee will not consist entirely of independent directors and the board committees will not be subject to annual performance evaluations. In addition, we will not have a nominating and corporate governance committee. Accordingly, you will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the New York Stock Exchange.

The investment funds affiliated with CCMP and INEOS, however, are not subject to any contractual obligation to retain their controlling interest, except that they have agreed, subject to certain exceptions, not to sell or otherwise dispose of any shares of our common stock or other capital stock or other securities exercisable or convertible therefore for a period of at least 180 days after the date of this prospectus without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC. Except for this brief period, there can be no assurance as to the period of time during which the investment funds affiliated with CCMP and INEOS will maintain their ownership of our common stock following this offering.

Our stock price could be extremely volatile and, as a result, you may not be able to resell your shares at or above the price you paid for them.

Since our inception, there has not been a public market for our common stock, and an active public market for our common stock may not develop or be sustained following completion of this offering. In addition, the stock market in general has been highly volatile. As a result, the market price of our common stock is likely to be similarly volatile, and investors in our common stock may experience a decrease, which could be substantial, in the value of their stock, including decreases unrelated to our operating performance or prospects, and could lose part or all of their investment. The price of our common stock could be subject to wide fluctuations in response to a number of factors, including those described elsewhere in this prospectus and others such as:

- variations in our operating performance and the performance of our competitors;
- actual or anticipated fluctuations in our quarterly or annual operating results;
- publication of research reports by securities analysts about us, our competitors or our industry;

- our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market;
- additions or departures of key personnel;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- the passage of legislation or other regulatory developments affecting us or our industry;
- changes in legislation, regulation and government policy as a result of the U.S. presidential and congressional elections;
- speculation in the press or investment community;
- changes in accounting principles;
- terrorist acts, acts of war or periods of widespread civil unrest;
- natural disasters and other calamities; and
- changes in general market and economic conditions.

In addition, broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance, and factors beyond our control may cause our stock price to decline rapidly and unexpectedly. We are exposed to the impact of any global or domestic economic disruption, including any potential impact of the vote by the United Kingdom to exit the European Union, commonly referred to as "Brexit."

In the past, securities class action litigation has often been initiated against companies following periods of volatility in their stock price. This type of litigation could result in substantial costs and divert our management's attention and resources, and could also require us to make substantial payments to satisfy judgments or to settle litigation.

If we fail to maintain effective internal control over financial reporting and effective disclosure controls and procedures, we may not be able to accurately report our financial results in a timely manner or prevent fraud, which may adversely affect investor confidence in our company.

We are not currently required to comply with the rules of the Securities and Exchange Commission (the "SEC") implementing Section 404 of the Sarbanes-Oxley Act and therefore are not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Upon becoming a public company, we will be required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which will require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of internal control over financial reporting. Although we will be required to disclose changes that have materially affected, or reasonably likely to materially affect, our internal control over financial reporting on a quarterly basis, we will not be required to make our first annual assessment of our internal control over financial reporting pursuant to Section 404 until our second annual report required to be filed with the SEC.

To comply with the requirements of being a public company, we may need to undertake various actions, to develop, implement and test additional processes and other controls. Testing and maintaining internal controls can divert our management's attention from other matters related to the operation of our business. In addition, when evaluating our internal control over financial reporting, we may identify material weaknesses that we may not be able to remediate resulting in our management being unable to assert that our internal control over financial reporting is effective.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

As a private company, we identified a material weakness related to our control environment that was the result of the fact that Eco had insufficient resources and financial expertise to effectively carry out the accounting functions for its business. This identified material weakness contributed to control deficiencies in legacy Eco's internal control over financial reporting that originated prior to the Business Combination. These deficiencies related to: (i) the inadequate design of controls to review the transactions within Eco's account for goods received, but not invoiced, for appropriateness at period end which resulted in misstatements to cost of goods sold and property, plant and equipment and (ii) the inadequate design of appropriate controls to account for fair value adjustments to property, plant, and equipment, which resulted in misstatements to depreciation expense following the Business Combination. These control deficiencies were considered to be material weaknesses because they could have resulted in a misstatement of the aforementioned account balances or disclosures that would result in a material misstatement to the annual or interim consolidated financial statements that would not be prevented or detected.

We have implemented improved processes and internal controls through integration with PQ Group Holdings processes and upgrading the organizational design and personnel performing the processes and controls specific to the Eco business unit. These control deficiencies were unremediated as of December 31, 2016 as the controls that we designed after the Business Combination to address these control deficiencies had not been operating for a sufficient amount of time to conclude that they had been remediated. We have completed further testing of these corrective actions and believe that the remediation activities were sufficient to remediate the previously existing material weaknesses as of March 31, 2017.

We cannot provide assurance that additional material weaknesses or control deficiencies will not occur in the future. If we identify additional material weaknesses in our internal control over financial reporting or are unable to comply with the requirements of Section 404 in a timely manner or assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an unqualified opinion as to the effectiveness of our internal control over financial reporting in future periods, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our common stock could be negatively affected.

Your percentage ownership in us may be diluted by future issuances of capital stock, which could reduce your influence over matters on which stockholders vote.

Following completion of this offering, our board of directors has the authority, without action or vote of our stockholders, to issue all or any part of our authorized but unissued shares of common stock, including shares issuable upon exercise of options, or shares of our authorized but unissued preferred stock. Issuances of common stock or voting preferred stock would reduce your influence over matters on which our stockholders vote and, in the case of issuances of preferred stock, would likely result in your interest in us being subject to the prior rights of holders of that preferred stock.

There may be sales of a substantial amount of our common stock after this offering by our current stockholders, and these sales could cause the price of our common stock to fall.

Following completion of this offering, there will be shares of our common stock outstanding. Of our issued and outstanding shares, all of the common stock sold in this offering will be freely transferable, except for any shares held by our "affiliates," as that term is defined in Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"). Following completion of this offering, approximately % of our outstanding common stock (or approximately % if the underwriters exercise their option to purchase additional shares in full) will be held by affiliates of CCMP and by INEOS.

Each of our officers, directors and certain holders of our common stock has entered into a lock-up agreement with Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, as representatives of the underwriters, which regulates their sales of our common stock for a period of 180 days after the date of this prospectus, subject to certain exceptions. See "Shares Eligible for Future Sale—Lock-Up Agreements."

Sales of substantial amounts of our common stock in the public market after this offering, or the perception that such sales will occur, could adversely affect the market price of our common stock and make it difficult for us to raise funds through securities offerings in the future. Of the shares of our common stock to be outstanding following completion of this offering, the shares offered by this prospectus will be eligible for immediate sale in the public market without restriction by persons other than our affiliates. Our remaining outstanding shares will become available for resale in the public market as shown in the chart below, subject to the provisions of Rule 144 and Rule 701.

Number of Shares	Date Available for Resale
	180 days after this offering (, 2017) subject to certain exceptions

Beginning 180 days after this offering, subject to certain exceptions, investment funds affiliated with CCMP may require us to register shares of our common stock held by them for resale under the federal securities laws, subject to reduction upon the request of the underwriter of the offering, if any. See "Certain Relationships and Related Party Transactions—Amended and Restated Stockholders Agreement." Registration of those shares would allow the investment funds affiliated with CCMP to immediately resell their shares in the public market. Any such sales or anticipation thereof could cause the market price of our common stock to decline.

In addition, following completion of this offering, we intend to register shares of our common stock that we expect to issue pursuant to the 2017 Plan. For more information, see "Shares Eligible for Future Sale—Registration Statements on Form S-8."

Provisions in our charter documents and Delaware law may deter takeover efforts that you feel would be beneficial to stockholder value.

In addition to investment funds affiliated with CCMP's and INEOS's beneficial ownership of a controlling percentage of our common stock, our certificate of incorporation and bylaws and Delaware law contain provisions that could make it harder for a third party to acquire us, even if doing so might be beneficial to our stockholders. These provisions include a classified board of directors and limitations on actions by our stockholders. In addition, our board of directors has the right to issue preferred stock without stockholder approval that could be used to dilute a potential hostile acquiror. Our certificate of incorporation also imposes some restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock other than investment funds affiliated with CCMP and INEOS. As a result, you may lose your ability to sell your stock for a price in excess of the prevailing market price due to these protective measures, and efforts by stockholders to change the direction or management of the company may be unsuccessful. See "Description of Capital Stock—Anti-Takeover Effects of our Certificate of Incorporation and Bylaws."

If you purchase shares in this offering, you will suffer immediate and substantial dilution.

If you purchase shares of our common stock in this offering, you will incur immediate and substantial dilution in the pro forma book value of your stock of $ per share as of March 31, 2017 based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, because the price that you pay will be substantially greater than the net tangible book value per share of the shares you acquire. You will experience additional dilution upon the exercise of options to purchase shares of our common stock, including those options currently outstanding and those granted in the future, and the issuance of restricted stock or other equity awards under our stock incentive plans. To the extent we raise additional capital by issuing equity securities, our stockholders will experience substantial additional dilution. See "Dilution."

CCMP and INEOS will continue to have significant influence over us after this offering, which could limit your ability to influence the outcome of key transactions, including a change of control.

Following completion of this offering, investment funds affiliated with CCMP and INEOS will continue to hold a controlling interest in us and will continue to have significant influence over us. Following completion of this offering, investment funds affiliated with CCMP will beneficially own % of our outstanding common stock (% if the underwriters exercise their option to purchase additional shares in full) and INEOS will beneficially own % of our outstanding common stock (% if the underwriters exercise their option to purchase additional shares in full). For as long as affiliates of CCMP and INEOS continue to beneficially own more than 50% of the voting power of our outstanding common stock, they will be able to direct the election of all of the members of our board of directors and could exercise a controlling influence over our business and affairs, including any determinations with respect to mergers or other business combinations, the acquisition or disposition of assets, the incurrence of additional indebtedness, the issuance of any additional shares of common stock or other equity securities, the repurchase or redemption of shares of our common stock and the payment of dividends. Similarly, investment funds affiliated with CCMP and INEOS will have the power to determine matters submitted to a vote of our stockholders without the consent of our other stockholders, will have the power to prevent a change in our control and could take other actions that might be favorable to them. Even if their combined ownership falls below 50%, investment funds affiliated with CCMP and INEOS will continue to be able to strongly influence or effectively control our decisions.

Additionally, CCMP and INEOS are in the business of making investments in companies and may acquire and hold interests in businesses that compete directly or indirectly with us. CCMP and INEOS may also pursue acquisition opportunities that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us.

There is no existing market for our common stock and we do not know if one will develop to provide you with adequate liquidity to sell our common stock at prices equal to or greater than the price you paid in this offering.

Prior to this offering, there has not been a public market for our common stock. We cannot predict the extent to which an active trading market on the New York Stock Exchange will develop. If an active trading market does not develop, you may have difficulty selling any of our common stock that you buy. The initial public offering price for our common stock will be determined by negotiations between us and the representative of the underwriters and may not be indicative of prices that will prevail in the open market following this offering. Consequently, you may not be able to sell our common stock at prices equal to or greater than the price you paid in this offering, or at all.

As a public company, we will become subject to additional laws, regulations and stock exchange listing standards, which will impose additional costs on us and may strain our resources and divert our management's attention.

Prior to this offering, we operated on a private basis. After this offering, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the listing requirements of the New York Stock Exchange and other applicable securities laws and regulations. Compliance with these laws and regulations will increase our legal and financial compliance costs and make some activities more difficult, time-consuming or costly, which may strain our resources or divert management's attention.

Regulations related to conflict minerals could adversely impact our business.

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 contains provisions to improve transparency and accountability concerning the supply of certain minerals, known as conflict minerals,

originating from the Democratic Republic of Congo (the "DRC") and adjoining countries. The SEC requires annual disclosure and reporting requirements for those companies who use conflict minerals mined from the DRC and adjoining countries in their products. These reporting requirements, first applicable to us in 2019, will require us to conduct due diligence to comply with such requirements. There will be costs associated with complying with these disclosure requirements, including for diligence to determine the sources of conflict minerals used in our products and other potential changes to products, processes or sources of supply as a consequence of such verification activities. These rules could adversely affect the sourcing, supply and pricing of materials used in our products. As there may be only a limited number of suppliers offering "conflict free" conflict minerals, we cannot be sure that we will be able to obtain necessary conflict minerals from such suppliers in sufficient quantities or at competitive prices.

Our management has broad discretion in the use of the net proceeds from this offering and may not use the net proceeds effectively.

We intend to use the net proceeds from this offering primarily to repay a portion of our indebtedness. Our management will have broad discretion in the application of the remaining net proceeds of this offering. We cannot specify with certainty the additional uses to which we will apply the remaining net proceeds that we will receive from this offering. Accordingly, you will be relying on the judgment of our management with regard to the use of these net proceeds, and you will not have the opportunity as part of your investment decision to assess whether the proceeds are being used appropriately. You may not agree with how the proceeds are used. It is possible that the proceeds will be invested in a way that does not yield a favorable, or any, return for the company. The failure by our management to apply these funds effectively could adversely affect our ability to continue to maintain and expand our business.

Because we have no current plans to pay cash dividends on our common stock for the foreseeable future, you may not receive any return on investment unless you sell your common stock for a price greater than that which you paid for it.

We may retain future earnings, if any, for future operations, expansion and debt repayment and have no current plans to pay any cash dividends for the foreseeable future. Any decision to declare and pay dividends in the future will be made at the discretion of our board of directors and will depend on, among other things, our results of operations, financial condition, cash requirements, contractual restrictions and other factors that our board of directors may deem relevant. In addition, our ability to pay dividends may be limited by covenants of any existing and future outstanding indebtedness we or our subsidiaries incur, including our credit facilities and outstanding notes. See "—Because our operations are conducted through our subsidiaries and joint ventures, we are dependent on the receipt of distributions and dividends or other payments from our subsidiaries and joint ventures for cash to fund our operations and expenses, including to make future dividend payments, if any." As a result, you may not receive any return on an investment in our common stock unless you sell your common stock for a price greater than that which you paid for it.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business" and "Industry," contains forward-looking statements. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations and financial position, business strategy and plans and our objectives for future operations, are forward-looking statements. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should" and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, short- and long-term business operations and objectives, and financial needs. Examples of forward-looking statements include, but are not limited to, statements we make regarding our liquidity, including our belief that our current level of operations, cash and cash equivalents, cash flow from operations and borrowings under our credit facilities and other lines of credit will provide us adequate cash to fund the working capital, capital expenditure, debt service and other requirements for our business for the foreseeable future. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in "Risk Factors." Moreover, we operate in a very competitive and rapidly changing environment and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

Some of the key factors that could cause actual results to differ from our expectations include risks related to:

- our exposure to local business risks and regulations in different countries;
- general economic conditions;
- exchange rate fluctuations;
- legal and regulatory compliance;
- technological or other changes in our customers' products;
- our and our competitors' research and development;
- fluctuations in prices of raw materials and relationships with our key suppliers;
- substantial competition;
- non-payment or non-performance by our customers;
- reliance on a small number of customers;
- potential early termination or non-renewal of customer contracts in our refining services product group;
- reductions in highway safety spending;
- seasonal fluctuations in demand for some of our products;
- retention of certain key personnel;
- our expansion projects;
- potential product liability claims;
- existing and potential future government regulation;

- the extensive environmental, health and safety regulations to which we are subject;
- disruption of production and distribution of our products;
- our insurance coverage;
- product quality;
- our acquisition strategy;
- our joint venture investments;
- our failure to protect our intellectual property and infringement on the intellectual property rights of third parties;
- information technology risks;
- potential labor disruptions;
- litigation and other administrative and regulatory proceedings;
- our substantial indebtedness; and
- other factors that are described in “Risk Factors.”

The forward-looking statements included in this prospectus are made only as of the date hereof. You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations.

You should read this prospectus with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

THE RECLASSIFICATION

In connection with this offering, on , 2017, we effected a -for-1 split of our Class A common stock and then reclassified our Class A common stock into common stock. Immediately prior to this offering, we had two classes of common stock outstanding, common stock and Class B common stock. The Class B common stock was identical to the Class A common stock, except that the Class B common stock was convertible into shares of our common stock as described below, and each share of Class B common stock was entitled to a preferential payment upon any liquidating distribution by us to holders of our capital stock, whether by dividend, distribution or otherwise, equal to the unreturned paid-in-capital amount for such share ($). After payment of this preference amount, each share of common stock and Class B common stock shared equally in all distributions by us to holders of our common stock.

Immediately prior to this offering, we will convert each outstanding share of our Class B common stock into approximately shares of our common stock plus an additional number of shares of our common stock determined by dividing the unreturned paid-in capital amount of such share of Class B common stock, or $ per share, by the initial public offering price of a share of our common stock in this offering, rounded to the nearest whole share.

References to the "Reclassification" throughout this prospectus refer to the -for-1 split of our Class A common stock, the reclassification of our Class A common stock into our common stock and the conversion of our Class B common stock into our common stock.

Assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, shares of common stock will be outstanding immediately after the Reclassification but before this offering. The actual number of shares of our common stock that will be issued as a result of the Reclassification is subject to change based on the actual initial public offering price. See "Description of Capital Stock."

Because the number of shares of common stock into which a share of our Class B common stock is convertible will be determined by reference to the initial public offering price in this offering, a change in the initial public offering price would have a corresponding impact on the number of outstanding shares of our common stock presented in this prospectus after giving effect to this offering. The following number of shares of our common stock would be outstanding immediately after the Reclassification but before this offering, assuming the initial public offering prices for our common stock shown below.

	$	$	$	$	$
Class B conversion factor					
Shares outstanding[1]					

(1) For additional information regarding the impact of a change in the initial public offering price on the number of shares outstanding after giving effect to this offering, see Note to our unaudited pro forma consolidated financial statements included under "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings."

USE OF PROCEEDS

We estimate that the net proceeds we will receive from the sale of the shares of our common stock in this offering, after deducting underwriting discounts and commissions and estimated expenses payable by us, will be approximately $ million (or $ million if the underwriters exercise their option to purchase additional shares in full). This estimate assumes an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus.

We intend to use the net proceeds from the sale of our common stock in this offering to repay approximately $ million in aggregate principal amount of indebtedness, to pay fees and expenses associated with this offering and for working capital and other general corporate purposes.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares in full), assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated expenses payable by us. An increase (decrease) of 1.0 million in the number of shares offered by us in this offering would increase (decrease) the net proceeds to us from this offering by approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares in full), assuming the initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated expenses payable by us. The information above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

DIVIDEND POLICY

Our board of directors does not currently intend to pay regular dividends on our common stock. However, we expect to reevaluate our dividend policy on a regular basis following this offering and may, subject to compliance with the covenants contained in the agreements governing our credit facilities, the indentures governing our outstanding notes, applicable law and other considerations, determine to pay dividends in the future. See “Description of Certain Indebtedness.”

CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of March 31, 2017 on (1) an actual basis and (2) an as adjusted basis to give effect to (i) the Reclassification that will be completed immediately prior to this offering, as described under "The Reclassification," as if it had occurred on March 31, 2017 and based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, and (ii) the sale by us of shares of our common stock in this offering, assuming no exercise of the underwriters' option to purchase additional shares, at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, and the application of the net proceeds therefrom, as described under "Use of Proceeds," after deducting estimated underwriting discounts and commissions and estimated expenses payable by us.

The following table should be read in conjunction with "The Reclassification," "Use of Proceeds," "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings," "Selected Consolidated Financial Data of PQ Group Holdings," "Supplemental Selected Consolidated Financial Data of Legacy PQ," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the related notes included elsewhere in this prospectus.

	As of March 31, 2017	
	Actual	As Adjusted(1)
	(in thousands)	
Cash and cash equivalents	$ 54,126	$
Debt:		
Senior secured U.S. dollar denominated term loan facility	$ 923,111	$
Senior secured Euro denominated term loan facility	300,939	
6.75% Senior Secured Notes due 2022	625,000	
Floating Rate Senior Unsecured Notes due 2022	525,000	
8.5% Senior Notes due 2022	200,000	
ABL revolving credit facility	10,000	
Other	45,322	
Total debt	2,629,372	
Stockholder's Equity:		
Class A common stock, $0.01 par value per share, 160,500,000 shares authorized, 627,251 shares issued and 625,653 shares outstanding on an actual basis; no shares authorized, issued or outstanding on an as adjusted basis	6	
Class B common stock, $0.01 par value per share, 30,000,000 shares authorized, 6,728,091 shares issued and 6,711,756 shares outstanding on an actual basis; no shares authorized, issued or outstanding on an as adjusted basis	67	
Common stock, $0.01 par value per share; no shares authorized, issued or outstanding on an actual basis; shares authorized and shares issued and outstanding on an as adjusted basis	—	
Preferred stock, $0.01 par value per share, 1,500,000 shares authorized and no shares issued and outstanding on an actual basis; shares authorized and no shares issued or outstanding on an as adjusted basis	—	
Additional paid-in capital	1,168,789	
Accumulated deficit	(92,834)	
Treasury stock, at cost	(239)	
Accumulated other comprehensive loss	(39,740)	
Total stockholders' equity	1,036,049	
Noncontrolling interest	4,619	
Total capitalization	$3,670,040	$

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares in full), assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated expenses payable by us. An increase (decrease) of 1.0 million in the number of shares offered by us in this offering would increase (decrease) the net proceeds to us from this offering by approximately $ million (or approximately $ million if the underwriters exercise their option to purchase additional shares in full), assuming the initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated expenses payable by us. See “Use of Proceeds.”

DILUTION

If you invest in our common stock, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share of our common stock and the net tangible book value per share of our common stock after this offering. Dilution results from the fact that the initial public offering price per share of the common stock is substantially in excess of the book value per share of our common stock attributable to the existing stockholders for the presently outstanding shares of common stock. We calculate net tangible book value per share of our common stock by dividing the net tangible book value (total consolidated tangible assets less total consolidated liabilities) by the number of outstanding shares of our common stock.

Our net tangible book value at March 31, 2017 was approximately $(1,017.2) million, or $ per share of our common stock after giving effect to the Reclassification but before giving effect to this offering. Pro forma net tangible book value per share before this offering has been determined by dividing net tangible book value by the number of shares of common stock outstanding at March 31, 2017, assuming the Reclassification had taken place on March 31, 2017. Dilution in net tangible book value per share represents the difference between the amount per share that you pay in this offering and the net tangible book value per share immediately after this offering.

After giving effect to the receipt of the estimated net proceeds from our sale of shares in this offering, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, and the application of the estimated net proceeds therefrom as described under “Use of Proceeds,” our pro forma net tangible book value at March 31, 2017 would have been approximately $ million, or $ per share of our common stock. This represents an immediate increase in net tangible book value per share of $ to existing stockholders and an immediate decrease in net tangible book value per share of $ to you. The following table illustrates this dilution per share.

		$
Assumed initial public offering price per share		
Pro forma net tangible book value per share at March 31, 2017	$	
Increase per share attributable to new investors in this offering		
Pro forma net tangible book value per share after this offering		
Dilution per share to new investors		$

If the underwriters exercise their option to purchase additional shares in full, the pro forma net tangible book value per share after giving effect to this offering would be $ per share of our common stock. This represents an increase in pro forma net tangible book value of $ per share to existing stockholders and dilution in pro forma net tangible book value of $ per share of our common stock to you.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) our pro forma net tangible book value after giving effect to this offering by $ million, or by $ per share, assuming no change to the number of shares of our common stock offered by us as set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us. Because the number of shares of our common stock into which a share of our Class B common stock is convertible will be determined by reference to the initial public offering price in this offering, a change in the initial public offering price would also have a corresponding impact on our pro forma net tangible book value per share of our common stock. Our pro forma net tangible book value per share of our common stock would have been the following at March 31, 2017, assuming the initial public offering prices for our common stock shown below:

$	$	$	$	$
$	$	$	$	$

The following table sets forth, as of March 31, 2017, the number of shares of our common stock purchased from us, the total consideration paid to us and the average price per share paid by existing stockholders and to be paid by new investors purchasing shares in this offering, before deducting underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Average Price
	Number	Percent	Amount	Percent	Per Share
Existing stockholders[1]		%	$	%	$
New investors					
Total		100%		100%	$

(1) The number of shares purchased by existing stockholders is determined as follows:

Class B shares issued and outstanding as of March 31, 2017	
Less: Class B treasury shares as of March 31, 2017	
Net Class B shares outstanding as of March 31, 2017	
Class B conversion factor[a]	
Converted net Class B shares as of March 31, 2017	
Common shares issued and outstanding as of March 31, 2017	
Less: Common treasury shares as of March 31, 2017	
Total common shares purchased by existing stockholders	

(a) See “The Reclassification” for a computation of the Class B conversion factor.

Because the number of shares of our common stock into which a share of our Class B common stock is convertible will be determined by reference to the initial public offering price in this offering, a change in the initial public offering price would have a corresponding impact on the number of shares purchased by existing stockholders. The number of shares purchased by existing stockholders would have been the following as of March 31, 2017, assuming the initial public offering prices for our common stock shown below:

	$	$	$	$	$
Class B conversion factor					
Shares purchased by existing stockholders					
Percent of total shares purchased by existing stockholders					

If the underwriters were to exercise their option to purchase additional shares in full, the percentage of shares of our common stock held by existing stockholders would be %, and the percentage of shares of our common stock held by new investors would be %.

To the extent any outstanding options or other equity awards are exercised or become vested or any additional options or other equity awards are granted and exercised or become vested or other issuances of our common stock are made, there may be further economic dilution to new investors.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION OF PQ GROUP HOLDINGS

The unaudited pro forma combined financial information for the year ended December 31, 2016 presented below was derived from our audited financial statements, which are included elsewhere in this prospectus.

On May 4, 2016, we consummated the Business Combination to reorganize and combine the businesses of legacy PQ and legacy Eco under a new holding company, PQ Group Holdings. Investment funds affiliated with CCMP held a controlling interest in legacy Eco prior to the Business Combination. Legacy Eco is treated as the acquirer in the Business Combination and the predecessor to PQ Group Holdings for accounting purposes.

The unaudited pro forma combined financial information includes our historical results of operations and the results of operations of legacy PQ, after giving pro forma effect to the following as if they had occurred on January 1, 2015:

- the Business Combination and the related financing transactions;
- the retroactive application of the -for-1 split of our Class A common stock, the reclassification of our Class A common stock into our common stock and the conversion of our Class B common stock into our common stock;
- the issuance of shares of common stock in this offering; and
- the use of the net proceeds from this offering to repay $ million of outstanding indebtedness as described in “Use of Proceeds.”

The unaudited pro forma combined financial information has been prepared from, and should be read in conjunction with, the respective historical consolidated financial statements and related notes of PQ Group Holdings and legacy PQ appearing elsewhere in this prospectus. See also “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

We describe the assumptions underlying the pro forma adjustments in the accompanying notes, which should be read in conjunction with this unaudited pro forma combined financial information. The unaudited pro forma adjustments are based upon available information and assumptions that we believe are factually supportable, directly attributable to the Business Combination and the related financing transactions, and with respect to the statement of operations, expected to have a continuing impact on our business, and that we believe are reasonable under the circumstances. The unaudited pro forma combined statement of operations is not intended to represent what our results of operations would have been if the Business Combination and related financing transactions had occurred on January 1, 2015 or to project our results of operations for any future period. The unaudited pro forma combined statement of operations may not be comparable to, or indicative of, future performance.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the year ended December 31, 2016
(Dollars in thousands, except per share data)

	PQ Group Holdings Inc. Year Ended December 31, 2016	PQ Holdings Inc. Period from January 1, 2016 through May 3, 2016	Pro Forma Adjustments	Pro Forma Combined
Sales	$ 1,064,177	$ 339,420	$ (556)(1)	$1,403,041
Cost of goods sold	810,085	248,842	(21,818)(1)(2)(3)(4)	1,037,109
Gross profit	254,092	90,578	21,262	365,932
Selling, general and administrative expenses	107,601	39,404	(1,964)(5)	145,041
Other operating expense, net	62,301	13,565	(894)(6)(7)	74,972
Operating income	84,190	37,609	24,120	145,919
Equity in net loss (income) from affiliated companies	2,612	(8,078)	(29,744)(8)	(35,210)
Interest expense	140,315	37,310	10,320(9)	187,945
Debt extinguishment costs	13,782	40,153	(52,142)(10)(11)(12)	1,793
Other expense (income), net	(3,402)	(5,467)	—	(8,869)
Income (loss) before income taxes and noncontrolling interest	(69,117)	(26,309)	95,686	260
Provision for income taxes	10,041	11,391	36,535(13)	57,967
Net (loss) income	(79,158)	(37,700)	59,151	(57,707)
Less: Net income attributable to the noncontrolling interest	588	637	—	1,225
Net (loss) income attributable to the Combined Business	$ (79,746)	$ (38,337)	$ 59,151	$ (58,932)
Class B shares(14)				
Net (loss) per share, basic and diluted	—	—	—	—
Weighted average shares outstanding, basic and diluted	—	—	—	4,947,982
Class A shares(14)				
Net (loss) per share, basic and diluted	—	—	—	(137,03)
Weighted average shares outstanding, basic and diluted	—	—	—	430,051

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the year ended December 31, 2016
(Dollars in thousands)

(1) Represents the elimination of $556 in intercompany sales and related cost of goods sold between PQ Holdings and the company during the period from January 1, 2016 through May 3, 2016.

(2) Represents the depreciation expense associated with the step-up of fixed assets of $19,903, less the adjustment of previously recognized depreciation recorded by legacy PQ of $18,902, for the pre-Business Combination period from January 1, 2016 through May 3, 2016. Depreciation expense related to property, plant and equipment is calculated on a straight-line basis over the estimated useful lives of the assets, ranging from three to thirty-three years. Depreciation expense related to leasehold improvements is calculated on a straight-line basis over the shorter of the useful life of the improvement or remaining lease term.

(3) Represents the amortization expense associated with the step-up of certain intangible assets of $4,949 for the pre-Business Combination period from January 1, 2016 through May 3, 2016, less the adjustment of previously recognized amortization recorded by PQ Holdings of $1,528. Amortization expense is calculated on a straight-line basis over the estimated useful lives of the intangible assets, ranging from five to twenty years.

(4) Represents the adjustment of previously recognized, non-recurring amortization expense associated with the step-up in fair value of inventory of $25,684 for the year ended December 31, 2016.

Below is a summary of adjustments (1), (2), (3), and (4) outlined above to cost of goods sold to arrive at the net adjustment recorded in the pro forma statement of operations:

Category	Adjustment
Adjustments that increase cost of goods sold	
(2) Depreciation expense related to the step-up in fair value of property, plant and equipment	$ 19,903
(3) Amortization expense related to the step-up in fair value of definite-lived intangible assets	4,949
	24,852
Adjustments that decrease cost of goods sold	
(1) Removal of cost of goods sold related to intercompany sales	(556)
(2) Removal of previously recognized depreciation expense recorded by PQ Holdings	(18,902)
(3) Removal of previously recognized amortization expense recorded by PQ Holdings	(1,528)
(4) Removal of the one-time charge related to the step-up in fair value of inventory	(25,684)
	(46,670)
Reduction in cost of goods sold	$ (21,818)

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the year ended December 31, 2016
(Dollars in thousands)

(5) Represents additional depreciation expense associated with the step-up of fixed assets of $1,161, less the adjustment of previously recognized depreciation expense recorded by legacy PQ of $980, for the pre-Business Combination period from January 1, 2016 through May 3, 2016. Adjustment also includes an amount related to previously recorded stock compensation of $3,530, inclusive of an adjustment of $1,174 related to a non-recurring acceleration clause, and the recording of $1,385 for stock compensation expense based on the new capital structure.

Category	Adjustment
Adjustments that increase selling, general and administrative expenses	
Depreciation expense related to the step-up in fair value of property, plant and equipment	$ 1,161
Stock compensation expense based on the new capital structure	1,385
	2,546
Adjustments that decrease selling, general and administrative expenses	
Removal of previously recognized depreciation expense recorded by PQ Holdings	(980)
Removal of the stock compensation acceleration clause related to the Business Combination	(1,174)
Removal of stock compensation expense based on the prior capital structure	(2,356)
	(4,510)
Reduction in selling, general and administrative expenses	$ (1,964)

(6) Represents the amortization expense associated with the step-up of intangible assets of $9,437, less the adjustment of previously recognized amortization expense recorded by legacy PQ of $8,536, for the pre-Business Combination period from January 1, 2016 through May 3, 2016. Amortization expense related to trademarks, technical know-how, contracts and customer relationships is calculated on a straight-line basis over the estimated useful lives of the intangible assets, ranging from five to twenty years.

(7) Represents the adjustment of transaction fee costs of $1,795 related to the Business Combination.

Below is a summary of the adjustments (6) and (7) outlined above to other operating expense, net to arrive at the net adjustment recorded in the pro forma statement of operations:

Category	Adjustment
Adjustments that increase other operating expense, net	
(6) Amortization expense related to the step-up in fair value of definite-lived intangible assets	$ 9,437
Adjustments that decrease other operating expense, net	
(6) Removal of previously recognized amortization expense recorded by PQ Holdings	(8,536)
(7) Removal of one-time transaction fees related to the Business Combination	(1,795)
	(10,331)
Reduction in other operating expense, net	$ (894)

NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the year ended December 31, 2016
(Dollars in thousands)

(8) Represents the amortization on the acquisition accounting adjustments for identifiable intangible assets of $2,211, less the adjustment of previously recognized amortization expense recorded by legacy PQ of $796 and the adjustment of $31,159 of non-recurring charges related to the step-up in fair value of inventory for our Zeolyst Joint Venture, for the pre-Business Combination period from January 1, 2016 through May 3, 2016.

Category	Adjustment
Adjustments that increase equity in net loss (income) from affiliated companies	
Removal of previously recognized amortization expense related to our Zeolyst Joint Venture	$ (796)
Removal of the non-recurring step-up in fair value of inventory related to our Zeolyst Joint Venture	(31,159)
	(31,955)
Adjustments that decrease equity in net loss (income) from affiliated companies	
Amortization expense related to the step-up of definite-lived intangible assets	2,211
Increase in equity in net loss (income) from affiliated companies	$ (29,744)

(9) Represents interest expense of $56,480 associated with our senior secured credit facilities less the adjustment of $36,371 in interest expense related to the legacy debt structure for the period of January 1, 2016 through May 3, 2016. Also represents amortization of deferred financing fees and original issue discount of $2,179 associated with our senior secured credit facilities less the adjustment of $2,873 in deferred financing fees and original issue discount related to the legacy debt structure for the period of January 1, 2016 through May 3, 2016.

	Amount	Interest Rate	Interest Payment	Amortization of OID	Amortization of Deferred Financing Fees	Total Interest Expense
U.S. dollar-denominated term loan facility	$ 900,000	5.25%	$17,106	$ 614	$ 464	$ 18,184
Euro-denominated term loan facility	300,000	5.00%	5,037	204	133	5,374
6.75% Senior Secured Notes due 2022	625,000	6.75%	13,945	118	208	14,271
Floating Rate Senior Unsecured Notes due 2022	525,000	11.75%	20,392	401	37	20,830
Total debt	$2,350,000		$56,480	$1,337	$ 842	$ 58,659
					Less historical interest expense of PQ Holdings Inc.	(39,244)
					Less historical interest expense of Eco Services	(9,095)
					Increase to pro forma interest expense	$ 10,320

(10) Represents the write-off of existing deferred financing fees and original issue discount of $21,145 related to the legacy debt structure incurred prior to the Business Combination and related financing transactions.

(11) Includes the write-off of $26,250 in prepayment penalties associated with the refinancing of the legacy PQ and legacy Eco debt.

(12) Includes the write-off of $4,747 in refinancing charges.

(13) Represents the tax effect of the adjustments noted above including $298 related to the change in tax status of Eco from a limited liability company to a C-corporation. Eco's weighted average statutory rate used to calculate the change in tax status was 37.25%.

(14) The number of Class A and Class B shares used to compute pro forma basic and diluted net (loss) per share is the number of shares outstanding as of December 31, 2016. Class B shares are considered preferential participating securities and will not be allocated any losses in the periods of net losses, but will be allocated income in the periods of net losses, but will be allocated income in the periods of net income. As a result, pro forma basic and diluted (loss) per share have not been computed for Class B shares.

SELECTED CONSOLIDATED FINANCIAL DATA OF PQ GROUP HOLDINGS

The following tables set forth our selected historical consolidated financial data as of and for the periods indicated.

On May 4, 2016, we consummated the Business Combination to reorganize and combine the business of legacy PQ and legacy Eco under a new holding company, PQ Group Holdings. Investment funds affiliated with CCMP held a controlling interest in legacy Eco prior to the Business Combination. Legacy Eco is treated as the acquirer in the Business Combination and the predecessor to PQ Group Holdings for accounting purposes.

Legacy Eco operated as a business unit of Solvay until the acquisition of substantially all of the assets of Solvay's Eco Services business unit by Eco on December 1, 2014, and therefore, the financial statements of legacy Eco contained in this prospectus for periods prior to the 2014 Acquisition are not necessarily indicative of what legacy Eco's financial position, results of operations and cash flows would have been had legacy Eco operated as a separate, standalone entity independent of Solvay. In connection with the 2014 Acquisition, the acquisition method of accounting was applied, and the assets and liabilities of legacy Eco were adjusted to fair value on December 1, 2014. Accordingly, with respect to the historical financial and related information of legacy Eco included in this prospectus, references to "Predecessor" include each of the periods from January 1, 2012 to November 30, 2014. For 2014, the results include 11 months of legacy Eco operating activity (January 1, 2014 to November 30, 2014) and include amounts that have been "carved out" from Solvay's financial statements using assumptions and allocations made by Solvay to reflect Solvay's Eco Services business unit on a stand-alone basis. References in this prospectus to "Successor" refer to the period from inception of Eco (July 30, 2014) to December 31, 2014, but only include one month of legacy Eco operating activity (December 1, 2014 to December 31, 2014), because there was no operating activity for the period from inception (July 30, 2014) to November 30, 2014, and reflects legacy Eco on a stand-alone basis.

The consolidated statement of operations data and cash flows data for the years ended December 31, 2016 and 2015, the Successor period from inception (July 30, 2014) to December 31, 2014 and Predecessor period from January 1, 2014 to November 30, 2014, and the consolidated balance sheet data as of December 31, 2016 and 2015 were derived from our audited consolidated financial statements included elsewhere in this prospectus. The consolidated statement of operations data and cash flows data for the three months ended March 31, 2017 and 2016 and the consolidated balance sheet data as of March 31, 2017 were derived from our unaudited consolidated financial statements included elsewhere in this prospectus. The consolidated statement of operations data and cash flows data for the years ended December 31, 2013 and 2012 and the consolidated balance sheet data as of December 31, 2014, 2013 and 2012 were derived from our combined financial statements not included in this prospectus.

The selected historical consolidated financial data set forth below does not give pro forma effect to the Business Combination or the 2014 Acquisition and should be read in conjunction with the disclosures set forth under "Capitalization," "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the related notes thereto included elsewhere in this prospectus.

	Three months ended March 31,		Year Ended December 31,		Successor: Period from inception (July 30, 2014) to December 31,	Predecessor: Period from January 1, 2014 to November 30,	Predecessor: Year Ended December 31,	
	2017	2016	2016	2015	2014	2014	2013	2012
	Unaudited				(Dollars in thousands)			
Statement of operations data:								
Sales	$332,931	$93,913	$1,064,177	$ 388,875	$ 35,539	$ 361,823	$ 390,834	$ 410,369
Cost of goods sold	250,219	67,812	810,085	278,791	30,160	265,829	286,371	294,754
Gross profit	82,712	26,101	254,092	110,084	5,379	95,994	104,463	115,615
Selling, general and administrative expenses	34,449	8,131	107,601	34,613	2,623	45,168	46,871	53,617
Other operating expense, net	10,348	9,922	62,301	19,696	16,347	5,593	—	—
Operating income (loss)	37,915	8,048	84,190	55,775	(13,591)	45,233	57,592	61,998
Equity in net (income) loss from affiliated companies	(5,877)	—	2,612	—	—	—	—	—
Interest expense, net	46,785	11,029	140,315	44,348	8,470	86	122	179
Debt extinguishment costs	—	—	13,782	—	—	—	—	—
Other (income) expense, net	2,232	—	(3,402)	—	—	—	(3,266)	(13,000)
(Loss) income before income taxes and noncontrolling interest	(5,225)	(2,981)	(69,117)	11,427	(22,061)	45,147	60,736	74,819
(Benefit) provision for income taxes	(2,910)	150	10,041	—	—	14,602	21,445	26,342
Net (loss) income	(2,315)	(3,131)	(79,158)	11,427	(22,061)	30,545	39,291	48,477
Less: Net income attributable to the noncontrolling interest	139	—	588	—	—	—	—	—
Net (loss) income attributable to PQ Group Holdings Inc.	$ (2,454)	$ (3,131)	$ (79,746)	$ 11,427	$ (22,061)	$ 30,545	$ 39,291	$ 48,477

	Three months ended March 31,		Year Ended December 31,		Successor
	2017	2016	2016	2015	Period from inception (July 30, 2014) to December 31, 2014
Earnings (loss) per share:					
Basic					
Class A shares	(5.71)	—	(185.43)	—	—
Class B shares	—	(2.07)	—	7.58	(14.78)
Diluted					
Class A shares	(5.71)	—	(185.43)	—	—
Class B shares	—	(2.07)	—	7.58	(14.78)
Weighted average shares outstanding:					
Basic					
Class A shares	429,985	—	430,051	—	—
Class B shares	6,676,813	1,512,944	4,947,982	1,507,719	1,492,682
Diluted					
Class A shares	429,985	—	430,051	—	—
Class B shares	6,676,813	1,512,944	4,947,982	1,507,719	1,492,682

	Three months ended March 31, 2017	Year Ended December 31,		Successor	Predecessor	Predecessor	
				Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014	Year Ended December 31,	
	Unaudited	2016	2015			2013	2012
	(Dollars in thousands)						
Balance sheet data (at end of period):							
Cash and cash equivalents	$ 54,126	$ 70,742	$ 25,155	$ 22,627		$ —	$ —
Net working capital (deficit)(1)	203,054	179,544	(9,895)	(16,173)		10,954	13,479
Property, plant and equipment, net	1,185,141	1,181,388	481,073	472,156		345,041	336,631
Total assets	4,274,209	4,259,671	1,007,636	1,025,094		742,046	756,291
Total liabilities	3,233,541	3,231,727	772,343	807,270		201,831	214,788
Total debt, net of original issue discount and deferred financing costs including current portion	2,576,002	2,562,198	673,101	675,254		—	—
Total stockholders' equity	1,040,668	1,027,944	235,293	217,824		540,215	541,503
Cash flows data:							
Net cash provided by (used in):							
Operating activities	$ 6,696	$ 119,720	$ 44,715	$ (2,057)	$ 57,593	$ 84,448	$ 81,195
Investment activities	(27,094)	(1,929,680)	(38,725)	(888,347)	(32,852)	(41,703)	(40,980)
Financing activities	6,915	1,861,433	(3,462)	913,031	(24,741)	(42,745)	(40,215)
Effect of exchange rate changes	(3,133)	(5,886)	—	—	—	—	—

	Three months ended March 31,		Year Ended December 31,		Successor Period from inception (July 30, 2014) to December 31, 2014	Predecessor Period from January 1, 2014 to November 30, 2014	Predecessor Year Ended December 31, 2013	Predecessor Year Ended December 31, 2012
	2017	2016	2016	2015				
	Unaudited	*Unaudited*	*Unaudited*	*Unaudited*	*Unaudited*	*Unaudited*	*Unaudited*	*Unaudited*
					(Dollars in thousands)			
Segment Sales:								
Performance Materials & Chemicals	$222,604	$ —	$ 638,951	$ —	$ —	$ —	$ —	$ —
Environmental Catalysts & Services(2)	111,281	93,913	426,747	388,875	35,539	361,823	390,834	410,369
Segment Adjusted EBITDA(3):								
Performance Materials & Chemicals	$ 52,523	$ —	$ 158,679	$ —	$ —	$ —	$ —	$ —
Environmental Catalysts & Services	56,367	29,393	196,825	117,704	9,122	98,075	105,499	110,786
Total Segment Adjusted EBITDA:	$108,890	$ 29,393	$ 355,504	$ 117,704	$ 9,122	$ 98,075	$ 105,499	$ 110,786

(1) Net working capital (deficit) is defined as current assets minus current liabilities minus cash and cash equivalents

(2) Excludes the Company's proportionate share of total net sales from the Zeolyst Joint Venture, which we account for as an equity method investment in accordance with GAAP. The proportionate share of total net sales from the Zeolyst Joint Venture is $32,708 and $94,516 for the three months ended March 31, 2017 and for the year ended December 31, 2016, respectively.

(3) Segment Adjusted EBITDA is exclusive of corporate expenses. See "Prospectus Summary—Summary Historical and Unaudited Pro Forma Financial and Other Data."

SUPPLEMENTAL SELECTED CONSOLIDATED FINANCIAL DATA OF LEGACY PQ

The following tables set forth certain selected consolidated financial data as of and for the periods indicated for legacy PQ on a stand-alone basis. The consolidated statement of operations data and cash flows data for the years ended December 31, 2015, 2014 and 2013 and the consolidated balance sheet data as of December 31, 2015 and 2014 were derived from legacy PQ's audited consolidated financial statements included elsewhere in this prospectus. The consolidated statement of operations data and cash flows data for the year ended December 31, 2012 and the consolidated balance sheet data as of December 31, 2013 and 2012 were derived from legacy PQ's consolidated financial statements not included in this prospectus. The consolidated statement of operations data and cash flows data for the three months ended March 31, 2016 and the consolidated balance sheet data as of March 31, 2016 were derived from legacy PQ's unaudited consolidated financial statements included elsewhere in this prospectus.

The selected consolidated financial data set forth below should be read in conjunction with the "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the related notes thereto included elsewhere in this prospectus.

(Dollars in thousands)	Legacy PQ Three Months Ended March 31, 2016 unaudited	Legacy PQ Year Ended December 31, 2015	2014	2013	2012
Statement of operations data:					
Sales	$ 237,393	$ 1,024,326	$ 1,114,904	$ 1,085,019	$ 1,084,782
Cost of goods sold	173,613	748,756	818,483	795,416	803,159
Gross profit	63,780	275,570	296,421	289,603	281,623
Selling, general and administrative expenses	28,524	107,097	110,886	111,229	112,138
Other operating expense, net	11,461	51,516	71,148	49,373	42,261
Operating income	23,795	116,957	114,387	129,001	127,224
Equity in net income from affiliated companies	4,659	45,325	29,359	53,808	26,206
Interest expense, net	26,413	108,375	111,553	120,347	111,228
Debt extinguishment costs	—	—	2,476	20,287	20,063
Other expense, net	(3,422)	21,383	23,886	3,316	(3,751)
Income before income taxes and noncontrolling interest	5,463	32,524	5,831	38,859	25,890
Provision for income taxes	3,904	22,902	7,548	10,608	18,918
Net income (loss)	1,559	9,622	(1,717)	28,251	6,972
Less: Net income attributable to the noncontrolling interest	457	1,771	1,894	1,521	1,788
Net income (loss) attributable to Legacy PQ	$ 1,102	$ 7,851	$ (3,611)	$ 26,730	$ 5,184
Balance sheet data (at end of period):					
Cash and cash equivalents	$ 44,195	$ 53,507	$ 100,836	$ 117,749	$ 124,451
Net working capital (1)	157,925	140,887	135,247	153,980	150,235
Property, plant and equipment, net	576,534	569,168	546,716	510,345	496,242
Total assets	2,293,912	2,268,084	2,310,262	2,379,308	2,333,480
Total liabilities	2,207,911	2,191,967	2,212,714	2,232,422	2,216,117
Total debt, including current portion	1,820,012	1,803,763	1,807,404	1,809,201	1,781,449
Total stockholders' equity	86,001	76,117	97,548	146,886	117,363

(Dollars in thousands)	Legacy PQ Three Months Ended March 31, 2016 unaudited	Legacy PQ Year Ended December 31, 2015	2014	2013	2012
Cash flows data:					
Net cash provided by (used in):					
Operating activities	$ 6,229	$ 98,896	$ 120,410	$ 115,898	$ 84,971
Investment activities	(29,505)	(125,144)	(114,032)	(125,358)	(66,208)
Financing activities	13,912	(10,379)	(14,787)	6,929	(943)
Effect of exchange rate changes on cash	52	(10,702)	(8,504)	(4,171)	(1,770)

(1) Net working capital is defined as current assets minus current liabilities minus cash and cash equivalents.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The statements in the discussion and analysis regarding industry outlook, our expectations regarding the performance of our business and the forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements." Our actual results may differ materially from those contained in or implied by any forward-looking statements. You should read the following discussion together with the sections entitled "Risk Factors," "Prospectus Summary—Summary Historical and Unaudited Pro Forma Financial and Other Data," "Selected Consolidated Financial Data of PQ Group Holdings," "Unaudited Pro Forma Condensed Combined Financial Information of PQ Group Holdings" and the historical audited and unaudited consolidated financial statements, including the related notes, appearing elsewhere in this prospectus. All references to years, unless otherwise noted, refer to our fiscal years, which end on December 31. All dollar values in this section, unless otherwise noted, are denoted in millions.

Overview

We are a leading global provider of catalysts, specialty materials and chemicals, and services that enable environmental improvements, enhance consumer products and increase personal safety. Our products and solutions help companies produce vehicles with improved fuel efficiency and cleaner emissions. Our materials are critical ingredients in consumer products that make teeth brighter, skin softer and wounds heal faster. We produce highly engineered materials that make highways and airports safer for drivers and pilots. Because our products are predominantly inorganic and carbon-free, we believe we contribute to improving the sustainability of our planet.

We conduct operations through two reporting segments: environmental catalysts and services and performance materials and chemicals. Our environmental catalysts and services business is a leading global innovator and producer of catalysts for the refinery, emissions control and petrochemical industries and is also a leading provider of catalyst recycling services to the North American refining industry. We believe our products are mission critical for our customers in these growing applications and impart essential functionality in chemical and refining production processes and in emissions control for engines. Our environmental catalysts and services business consists of three product groups: silica catalysts, zeolite catalysts and refining services. Our performance materials and chemicals business is a silicates and specialty materials producer with leading supply positions in North America, Europe, South America and Asia serving diverse and growing end uses such as personal and industrial cleaning products, fuel efficient tires ("green tires"), surface coatings and food and beverage. Our products are essential additives, ingredients, and precursors that are critical to the performance characteristics of our customers' products, yet typically represent only a small portion of our customers' overall end-product costs. Our performance materials and chemicals business consists of two product groups: performance chemicals and performance materials. In 2016, we served over 4,000 customers globally across many end uses from our 68 manufacturing facilities, which are strategically located across six continents.

Company Background and Business Combination

On December 1, 2014, Eco Services Operations LLC ("Eco"), a Delaware limited liability company and an indirect subsidiary of investment funds affiliated with CCMP, acquired substantially all of the assets of Solvay's Eco Services business unit (the "2014 Acquisition").

On August 17, 2015, PQ Group Holdings Inc. ("PQ Group Holdings" or "the company"), PQ Holdings Inc. ("PQ Holdings"), PQ Corporation, Eco, Eco Services Intermediate Holdings LLC, Eco Services Group Holdings LLC, investment funds affiliated with CCMP, and certain other stockholders of PQ Holdings and Eco entered into a reorganization and transaction agreement pursuant to which the companies consummated a series of transactions (the "Business Combination") to reorganize and combine the businesses of PQ Holdings and Eco

under a new holding company, PQ Group Holdings. The Business Combination was consummated on May 4, 2016. We refer to the business of PQ Holdings prior to the Business Combination as "legacy PQ" and the business of Eco prior to the Business Combination as "legacy Eco."

In accordance with GAAP, legacy Eco was the accounting acquirer in the Business Combination and, as such, legacy Eco is treated as our predecessor. Investment funds affiliated with CCMP held a controlling interest in legacy Eco and a non-controlling interest in legacy PQ prior to the Business Combination.

The following table summarizes, for each of the periods specified below and for which financial information is included for the issuer, PQ Group Holdings, in this prospectus, the portion, if any, of the financial results of the operations of legacy PQ and legacy Eco that is included in the financial results for such periods presented in accordance with GAAP.

	Three months ended March 31,		Pro forma year ended December 31, 2016	Years ended December 31,		Successor	Predecessor
	2017	2016		2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Operations of legacy Eco	Included	Included	Included	Included	Included	Partially included (December 1 to December 31)	Included (January 1 to November 30)
Operations of legacy PQ	Included	Not included	Included	Partially included (May 4 to December 31)	Not included	Not included	Not included

The financial statements of our accounting predecessor contained in this prospectus for periods prior to the 2014 Acquisition are not necessarily indicative of what legacy Eco's financial position, results of operations and cash flows would have been had legacy Eco operated as a separate, standalone entity independent of Solvay.

In an effort to supplement our financial information presented in accordance with GAAP, and the related pro forma financial information presented in accordance with Article 11 of Regulation S-X, as a result of the required presentation of the 2014 Acquisition and the Business Combination, we have included in this prospectus the following non-GAAP financial measures to clarify and enhance an understanding of the historical results of our entire business:

- Pro forma adjusted financial information (for the year ended December 31, 2016): Represents pro forma financial information presented in accordance with Article 11 of Regulation S-X, adjusted to include sales of $131.3 million representing our 50% proportionate share of the total net sales of our Zeolyst Joint Venture for such period. We account for the Zeolyst Joint Venture as an equity method investment in accordance with GAAP. As a result, such pro forma adjusted financial information does not reflect our results as presented in accordance with GAAP.
- Combined financial information (for the three months ended March 31, 2016, the year ended December 31, 2015, the Successor period ended December 31, 2014 and the Predecessor period ended November 30, 2014): Represents the sum of the results of legacy Eco and legacy PQ for such period and combined adjusted financial information is further adjusted to include sales of $26.7 million, $159.8 million, $10.6 million and $96.1 million for the three months ended March 31, 2016, the year ended December 31, 2015, the Successor period ended December 31, 2014 and the Predecessor period ended November 30, 2014, respectively, in each case representing our 50% proportionate share of the total net sales of our Zeolyst Joint Venture for such period.

Combined financial information and combined adjusted financial information do not reflect our results as presented in accordance with GAAP, may yield results that are not comparable on a period-to-period basis and may not reflect the actual results we would have achieved if the Business Combination had occurred at the beginning of the applicable period.

Key Performance Indicator

Adjusted EBITDA

Adjusted EBITDA is a non-GAAP financial measure that we use to evaluate our past performance. Adjusted EBITDA is presented as a key performance indicator as we believe it will enhance a prospective investor's understanding of our results of operations and financial condition. EBITDA consists of net income (loss) attributable to PQ Group Holdings before interest, taxes, depreciation and amortization. Adjusted EBITDA consists of EBITDA adjusted for (i) non-operating income or expense and (ii) the impact of certain non-cash or other items that are included in net income and EBITDA that we do not consider indicative of our ongoing operating performance. We believe that these adjustments provide investors with meaningful information to understand our operating results and ability to analyze our financial and business trends on a period-to-period basis.

You should not consider Adjusted EBITDA in isolation or as an alternative to (a) operating profit or profit for the period (as reported in accordance with GAAP), (b) cash flows from operating, investing and financing activities as a measure to meet our cash needs or (c) any other measures of performance under GAAP. You should exercise caution in comparing Adjusted EBITDA as reported by us to similar measures of other companies. In evaluating Adjusted EBITDA, you should be aware that we are likely to incur expenses similar to those eliminated in this presentation in the future and that certain of these items could be considered recurring in nature. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or nonrecurring items. For a discussion of additional limitations of Adjusted EBITDA as well as a reconciliation from net income (loss) for the periods presented to EBITDA and Adjusted EBITDA, see "Prospectus Summary—Summary Historical and Unaudited Pro Forma Financial and Other Data."

Key Factors and Trends Affecting Operating Results and Financial Condition

Sales

Our environmental catalysts and services business consists of three product groups: silica catalysts, zeolite catalysts, and refining services. Our environmental catalysts and services sales have grown primarily due to expansion into new end applications, including emission control catalysts, polymer catalysts, and refining catalysts, as well as continued supply share gains. Sales in our environmental catalysts and services segment are made on both a purchase order basis and pursuant to long-term contracts.

Our performance materials and chemicals business consists of two product groups: performance chemicals and performance materials. Expansions into new applications, including personal care and consumer cleaning, as well as share gains in existing end uses, have added to the growth of our sales. We have seen recent declines in the pulp and paper and oil and gas end uses. Historically, our performance materials and chemicals business has experienced relatively stable demand both seasonally and throughout economic cycles, due to the diverse consumer and industrial end uses that our products serve. Product sales from our performance chemicals product group are made on both a purchase order basis and pursuant to long-term contracts. In the performance materials product group, sales have been driven by the growth of spending on repair, maintenance and upgrade of existing highways and the construction of new highways and roads by governments around the world. Product sales in our performance materials product group are made principally on a purchase order basis. There may be modest fluctuations in timing of orders, but orders are mainly driven by demand and general economic conditions.

Cost of Goods Sold

Cost of goods sold consists of variable product costs, fixed manufacturing expenses, depreciation expense and freight expenses. Variable product costs include all raw materials, energy and packaging costs that are directly related to the manufacturing process. Fixed manufacturing expenses include all plant employment costs, manufacturing overhead and periodic maintenance costs. The primary raw materials used in the manufacture of products in our performance materials and chemicals business include soda ash, industrial sand, aluminum trihydrate, sodium hydroxide, and cullet. For the years ended December 31, 2016 and 2015, approximately 45% of sales with our largest sodium silicate customers in North America are made under contracts that include price adjustments for changes in the price of raw materials and natural gas. Under these contracts, there generally is a time lag of three to nine months for price changes to pass through, depending on the magnitude of the change in cost and other market dynamics. The primary raw materials for our environmental catalysts and services business include spent sulfuric acid, sulfur, sodium silicates, acids, bases, and certain metals. Most of our refining services contracts feature take-or-pay volume protection and/or quarterly price adjustments for commodity inputs, labor, the Chemical Engineering Index (U.S. chemical plant construction cost index) and natural gas. Over 94% and 91% of our refining services product group pro forma sales for the years ended December 31, 2016 and 2015, respectively, were under contracts featuring quarterly price adjustments. The price adjustments generally reflect actual costs for producing acid and tend to protect us from volatility in labor, fixed costs and raw material pricing. Freight expenses are generally passed through directly to customers. Spent acid for our refining services product group is supplied by customers for a nominal charge as part of their contracts. While natural gas is not a direct feedstock for any product, all businesses use natural gas powered furnaces to heat raw materials and create the chemical reactions necessary to produce end-products. We maintain multiple suppliers wherever possible, hedge exposure to fluctuations in prices for natural gas purchases in the United States, make forward purchases of natural gas in the United States, Canada, and Europe to mitigate our exposure to price volatility, and structure our customer contracts when possible to allow for the pass-through of raw material and natural gas costs.

Joint Ventures

We account for our investments in our equity joint ventures under the equity method. Our largest joint venture, the Zeolyst Joint Venture, manufactures high performance specialty zeolite-based catalysts for use in the emissions control industry, the petrochemical industry and other areas of the broader chemicals industry. We share proportionally in the management of our joint ventures with the other parties to each such joint venture.

Industry

We compete in the specialty chemicals and materials industry. Our industry is characterized by constant development of new products and the need to support customers with new product innovation and technical services to meet their challenges. In addition, products must maintain consistent quality and be a reliable source of supply in order to meet the needs of customers. In addition, many products in the specialty chemicals and materials industry benefit from economics that favor incumbent producers because the capital cost to expand existing capacity is typically significantly less than the capital cost necessary to build a new plant. Our industry is also characterized by the need to produce consistent quality in a safe and environmentally sustainable manner.

Seasonality

Our results of operations are subject to seasonal fluctuations, primarily with respect to our performance materials and refining services product groups. As the road striping season occurs during warmer weather, sales, and earnings are primarily generated during the second and third quarters in our performance materials product group. Our refining services product group typically experiences similar seasonal fluctuations as a result of higher demand for gasoline products in the summer months. Working capital is built during the first half of the year, while cash generation occurs primarily in the second half of the fiscal year.

Inflation

Inflationary pressures may have an adverse effect on us, impacting raw material costs and other operating costs, as well as resulting in higher fixed asset replacement costs. We attempt to manage these impacts with cost control, productivity improvements and contractual arrangements, as well as price increases to customers.

Foreign Currency

As a global business, we are subject to the impact of gains and losses on currency translations, which occur when the financial statements of foreign operations are translated into U.S. dollars. We operate a geographically diverse business with approximately 38% and 34% of our sales for the three months ended March 31, 2017 and the year ended December 31, 2016, respectively, in currencies other than the U.S. dollar. Because our consolidated financial results are reported in U.S. dollars, sales or earnings generated in currencies other than the U.S. dollar can result in a significant increase or decrease in the amount of those sales and earnings when translated to U.S. dollars. The foreign currencies to which we have the most significant exchange rate exposure include the Euro, British pound, Canadian dollar, Brazilian real and the Mexican peso. See "—Quantitative and Qualitative Disclosures about Market Risk—Foreign Exchange Risk."

Public Company Costs

As a result of this offering, we will incur additional legal, accounting and other expenses that we did not previously incur, including costs associated with SEC reporting and corporate governance requirements. These requirements include compliance with the Sarbanes-Oxley Act and the listing standards of the New York Stock Exchange. Our financial statements following this offering will reflect the impact of these expenses.

Pro Forma Results of Operations

In addition to the analysis of historical results of operations, we have prepared unaudited supplemental pro forma results of operations for the three months ended March 31, 2016 as well as the two years ended December 31, 2016 and 2015. The unaudited pro forma statements of operations reflect pro forma adjustments to the results of PQ Group Holdings to give effect to the Business Combination and the related financing transactions as if they had occurred on January 1, 2015. The unaudited pro forma adjustments include:

- elimination of intercompany sales between legacy PQ and legacy Eco;
- adjustments to depreciation expense related to the step-up in fair value of property, plant and equipment;
- adjustments to amortization expense related to the step-up in fair value of definite-lived intangible assets;
- removal of non-recurring adjustments related to the step-up in the fair value of inventory;
- adjustments to stock compensation expense to reflect charges as they relate to our new capital structure:
- adjustments related to the amortization of the step-up in fair value of property, plant, equipment and definite-lived intangible assets related to our Zeolyst Joint Venture;
- adjustments to interest expense related to the senior secured term loan facility;
- adjustments related to the write-off of existing deferred financing fees, original issue discounts and prepayment penalties; and
- the tax effect of the aforementioned adjustments, including the effect related to the change in tax status of Eco from a limited liability company to a C-corporation.

The unaudited pro forma statements of operations have been prepared in accordance with Article 11 of Regulation S-X by combining the historical results of operations of legacy Eco and legacy PQ for the periods prior to May 4, 2016 and should be read in conjunction with our historical consolidated financial statements and related notes thereto for the quarter ended March 31, 2017 and the year ended December 31, 2016 included elsewhere in this prospectus.

The unaudited pro forma statements of operations have been prepared for illustrative purposes only and are not necessarily indicative of the combined results of operations that would have been realized had the pro forma transactions been completed as of the dates indicated, nor are they meant to be indicative of any anticipated future results of operations. The unaudited pro forma adjustments are based upon available information and assumptions we believe are factually supportable, directly attributable to the Business Combination and the related financing transactions, and with respect to the statement of operations, expected to have a continuing impact on our business, and that we believe are reasonable under the circumstances. In addition, the unaudited pro forma statements of operations do not include any pro forma adjustments to reflect expected cost savings or restructuring actions which may be achievable or the impact of any non-recurring activity and transaction-related costs.

Management believes the unaudited pro forma statements of operations are a useful presentation of our results of operations as they provide comparative information, period-over-period, on a more comparable basis.

Results of Operations

Historical and Pro Forma—Three Months Ended March 31, 2017 Compared to the Three Months Ended March 31, 2016

Highlights

The following is a summary of our financial performance for the three months ended March 31, 2017 compared with the three months ended March 31, 2016.

Sales

- *Historical:* Net sales increased $239.0 million to $332.9 million. The increase in sales was primarily due to the inclusion of $238.8 million of legacy PQ sales in our results of operations for the three months ended March 31, 2017.

  Pro Forma: Net sales increased $2.0 million to $332.9 million. The increase in sales was primarily due to higher volumes and favorable pricing and customer mix in performance materials and chemicals, which was partially offset by lower environmental catalysts and services volumes and the impact of unfavorable foreign currency exchange.

Gross Profit

- *Historical:* Gross profit increased $56.6 million to $82.7 million. Our increase in gross profit was primarily due to the inclusion of $51.5 million of legacy PQ and $5.1 million of legacy Eco gross profit in our results of operations for the three months ended March 31, 2017.
- *Pro Forma:* Gross profit decreased $2.6 million to $82.7 million. The decrease in gross profit was driven primarily by $6.9 million of higher depreciation and amortization expense and $3.7 million of lower volumes within our environmental catalysts and services segment. The unfavorable variance was partially offset by lower manufacturing costs of $3.6 million and favorable pricing and product mix of $5.1 million.

Operating Income

- *Historical:* Operating income increased by $29.9 million to $38.0 million. Our operating income increased due to the inclusion of $13.9 million of legacy PQ operating income and an increase of $16.0 million in legacy Eco operating income included in our results of operations for the three months ended March 31, 2017.
- *Pro Forma:* Operating income increased $9.6 million to $38.0 million. Our operating income increased due to lower selling, general and administrative and other operating expenses, which was partially offset by lower gross profit, as described above. The lower other operating expenses were a result of lower restructuring and severance related costs.

Equity in Net Income of Affiliated Companies, Net

- *Historical:* Equity in net income of affiliated companies, net for the three months ended March 31, 2017 was $5.9 million, compared with $0.0 for the three months ended March 31, 2016. The increase was due to $9.2 million of earnings generated by the Zeolyst Joint Venture during the three months ended March 31, 2017, partly offset by $3.6 million of amortization on the fair value step-up of the underlying assets of the Zeolyst Joint Venture.
- *Pro Forma:* Equity in net income of affiliated companies, net was $5.9 million for the three months ended March 31, 2017, an increase of $2.3 million. The increase was due to the higher earnings generated by our Zeolyst Joint Venture, primarily from higher volumes of pressure products, specialty catalyst and hydrocracking volumes, which were partially offset by various expansion and growth related cost increases.

The following is our condensed consolidated statement of operations and a summary of financial results, presented on a historical and pro forma basis, for the three months ended March 31, 2017 and March 31, 2016. The historical results of operations include Eco for all periods presented and legacy PQ for the three months ended March 31, 2017. The unaudited pro forma results of operations reflect pro forma adjustments to the results of PQ Group Holdings to give effect to the Business Combination and the related financing transactions as if they had occurred on January 1, 2015.

	Historical				Pro Forma			
	Three months ended March 31,		Change		Three months ended March 31,		Change	
	2017	2016	$	%	2017	2016	$	%
	Unaudited	Unaudited			Unaudited	Unaudited		
	(in millions, except percentages)							
Sales	$ 332.9	$ 93.9	$239.0	254.5%	$ 332.9	$ 330.9	$ 2.0	0.6%
Cost of goods sold	250.2	67.8	182.4	269.0%	250.2	245.6	4.6	1.9%
Gross profit	82.7	26.1	56.6	216.9%	82.7	85.3	(2.6)	(3.0)%
Gross profit margin	*24.8%*	*27.8%*			*24.8%*	*25.8%*		
Selling, general and administrative expenses	34.4	8.1	26.3	324.7%	34.4	36.1	(1.7)	(4.7)%
Other operating expense, net	10.3	9.9	0.4	4.0%	10.3	20.8	(10.5)	(50.5)%
Operating income	38.0	8.1	29.9	369.1%	38.0	28.4	9.6	33.8%
Operating income margin	*11.4%*	*8.6%*			*11.4%*	*8.6%*		
Equity in net income of affiliated companies	5.9	—	5.9	—	5.9	3.6	2.3	63.9%
Interest expense, net	46.8	11.0	35.8	325.5%	46.8	46.3	0.5	1.1%
Other (income) expense, net	2.3	—	2.3	—	2.3	(3.5)	5.8	(165.7)%
Loss before income taxes and noncontrolling interest	(5.2)	(2.9)	(2.3)	79.3%	(5.2)	(10.8)	5.6	(51.9)%
(Benefit) provision for income taxes	(2.9)	0.2	(3.1)	—	(2.9)	(0.9)	(2.0)	222.2%
Effective tax rate	*55.8%*	*(6.9)%*			*55.8%*	*8.3%*		
Net loss	(2.3)	(3.1)	0.8	(25.8)%	(2.3)	(9.9)	7.6	(76.8)%
Less: Net income attributable to the noncontrolling interest	0.1	—	0.1	—	0.1	0.5	(0.4)	(80.0)%
Net loss attributable to PQ Group Holdings Inc.	$ (2.4)	$ (3.1)	$ 0.7	(22.6)%	$ (2.4)	$ (10.4)	$ 8.0	(76.9)%

Sales

	Historical				Pro Forma			
	Three months ended March 31,		Change		Three months ended March 31,		Change	
	2017	2016	$	%	2017	2016	$	%
	(in millions, except percentages)							
Net Sales:								
Performance Materials & Chemicals	$222.6	$ —	$222.6	—	$222.6	$214.5	$ 8.1	3.8%
Environmental Catalysts & Services	111.3	93.9	17.4	18.5%	111.3	116.8	(5.5)	(4.7)%
Inter-segment sales eliminations	(1.0)	—	(1.0)	—	(1.0)	(0.4)	(0.6)	150.0%
Total net sales	$332.9	$ 93.9	$239.0	254.5%	$332.9	$330.9	$ 2.0	0.6%

Historical Sales

Sales for the three months ended March 31, 2017 were $332.9 million, an increase of $239.0 million, or 254.5%, compared to sales of $93.9 million for the three months ended March 31, 2016. The increase in sales within our performance materials and chemicals segment was due to the inclusion of $222.6 million of legacy PQ sales in our results of operations for the three months ended March 31, 2017. The increase in sales within our environmental catalysts and services segment was due to the inclusion of $17.1 million of legacy PQ sales in our results of operations for the three months ended March 31, 2017 and an increase of $0.3 million in sales in our refining services product group.

Pro Forma Sales

Performance Materials & Chemicals: Sales in performance materials and chemicals for the three months ended March 31, 2017 were $222.6 million, an increase of $8.1 million, or 3.8%, compared to sales of $214.5 million for the three months ended March 31, 2016. The increase in sales was primarily due to higher volumes of $9.4 million and higher average selling price and customer mix of $2.0 million, partly offset by the unfavorable effects of foreign currency translation of $3.3 million.

The increase in volumes within performance materials and chemicals was primarily driven by sales of sodium silicates, silicas, and Q-Cel hollowspheres and timing of metal finishing sales. The favorable increase in volumes was partially offset by lower conductive volumes, due to product life cycles. The higher average selling price is principally a result of favorable U.S. dollar denominated sales and U.S. dollar cost pass through pricing in certain foreign locations. The stronger U.S. dollar compared to the Euro, Mexican peso and British pound unfavorably impacted our sales.

Environmental Catalysts & Services: Sales in environmental catalysts and services for the three months ended March 31, 2017 were $111.3 million, a decrease of $5.5 million, or 4.7%, compared to sales of $116.8 million for the three months ended March 31, 2016. The decrease in sales was primarily due to lower volumes of $6.7 million, which was partially offset by higher average selling price and customer mix of $1.6 million.

The decrease in volumes within environmental catalysts and services was mainly due to record sales volumes to the methyl methacrylate industry in the first quarter 2016 and weaker demand for virgin sulfuric acid in the mining industry. The declines in volume were offset by higher average selling prices driven by the higher realization from refining services customer contracts.

Gross Profit

Historical Gross Profit

Gross profit for the three months ended March 31, 2017 was $82.7 million, an increase of $56.6 million, or 216.9%, compared with $26.1 million for the three months ended March 31, 2016. The increase in gross profit was due to $51.5 million attributable to the inclusion of legacy PQ in our results of operations for the three months ended March 31, 2017 and an increase of $5.1 million in gross profit by our refining services product group. The increase in refining services gross profit was due to lower manufacturing costs of $5.4 million and favorable pricing of $0.8 million, which was offset by higher depreciation expense of $0.7 million and lower volumes of $0.4 million. The lower manufacturing costs were primarily driven by fixed plant cost reduction activities and lower raw materials pass through costs, mainly of sulfur.

Pro Forma Gross Profit

Gross profit for the three months ended March 31, 2017 was $82.7 million, a decrease of $2.6 million, or 3%, compared with $85.3 million for the three months ended March 31, 2016. The $2.6 million of lower gross

profit was due to higher depreciation expense of $6.9 million, unfavorable volumes of $3.4 million and the unfavorable effects of foreign currency translation of $1.0 million, which was partially offset by lower manufacturing costs of $3.6 million, favorable pricing of $3.6 million and favorable customer mix of $1.5 million.

The lower volumes were primarily driven by lower virgin sulfuric acid volumes on sales to the mining industry and lower sales to the methyl methacrylate industry. The lower manufacturing costs were primarily driven by lower turnaround and maintenance costs within our plants as well as the pass-through of lower raw material costs, mainly of sulfur. The greater average selling price was a result of the positive impact of U.S. zeolite sales and strong performance in sodium silicates.

Selling, General and Administrative Expenses

Historical: Selling, general and administrative expenses for the three months ended March 31, 2017 were $34.4 million, an increase of $26.3 million compared with $8.1 million for the three months ended March 31, 2016. The increase in selling, general and administrative expenses was due to $29.8 million attributable to the inclusion of legacy PQ in our results of operations for the three months ended March 31, 2017, partly offset by $3.5 million of lower selling, general and administrative expenses from the benefit of cost reduction initiatives.

Pro Forma: Selling, general and administrative expenses for the three months ended March 31, 2017 were $34.4 million, a decrease of $1.7 million, or 4.7%, as compared with $36.1 million for the three months ended March 31, 2016. The reduction in selling, general and administrative expenses relates to the benefit of cost reduction initiatives.

Other Operating Expense, Net

Historical: Other operating expense, net for the three months ended March 31, 2017 was $10.3 million, an increase of $0.4 million, compared with $9.9 million for the three months ended March 31, 2016. The increase in other operating expense, net was due to $7.7 million attributable to the inclusion of legacy PQ in our results of operations for the three months ended March 31, 2017, partly offset by $4.7 million of lower restructuring and severance related costs, $1.5 million of lower losses on sales of assets and $1.0 million lower transaction fees.

Pro Forma: Other operating expense, net for the three months ended March 31, 2017 was $10.3 million, a decrease of $10.5 million, or 50.5%, compared with $20.8 million for the three months ended March 31, 2016. The decrease was primarily driven by $5.6 million of lower restructuring and severance related charges, $2.9 million of lower intangible asset amortization, and $1.5 million of lower losses on asset sales.

Equity in Net Income of Affiliated Companies, Net

Historical: Equity in net income of affiliated companies, net for the three months ended March 31, 2017 was $5.9 million, compared with zero for the three months ended March 31, 2016. The increase was primarily due to $9.2 million of earnings generated by the Zeolyst Joint Venture during the three months ended March 31, 2017, partly offset by $3.6 million of amortization on the fair value step-up of the underlying assets of the Zeolyst Joint Venture.

Pro Forma: Equity in net income of affiliated companies, net for the three months ended March 31, 2017 was $5.9 million, an increase of $2.3 million, or 63.9%, compared with $3.6 million for the three months ended March 31, 2016. The increase was primarily driven by increased sales volumes of $5.5 million in our Zeolyst Joint Venture pressure products, specialty catalysts products and hydrocracking products, which was partially offset by lower volumes in our Zeolyst Joint Venture's Y-Powders products. Cost drivers include higher fixed costs and depreciation from expansion and inflation, and growth-related increases in selling, general and administrative and research and development expense and unfavorable inventory absorption.

Interest Expense, Net

Historical: Interest expense, net for the three months ended March 31, 2017 was $46.8 million, an increase of $35.8 million, as compared with $11.0 million for the three months ended March 31, 2016. Interest expense increased primarily due to higher third-party interest expense under our debt structure compared to the legacy Eco debt structure on a standalone basis.

Pro Forma: Interest expense, net for the three months ended March 31, 2017 was $46.8 million, an increase of $0.5 million, or 1.1%, compared with $46.3 million for the three months ended March 31, 2016.

Other (Income) Expense, Net

Historical: Other expense, net was $2.3 million for the three months ended March 31, 2017 and consisted primarily of $2.0 million of foreign currency losses.

Pro Forma: Other expense, net was $2.3 million for the three months ended March 31, 2017, an unfavorable change of $5.8 million compared with other income, net of $3.5 million for the three months ended March 31, 2016. Other expense, net primarily consisted of $2.0 million of foreign currency losses for the three months ended March 31, 2017 as compared to $3.2 million of gains for the three months ended March 31, 2016. The change in foreign currency gains and losses for the three months ended March 31, 2017 was driven by a strengthening U.S. dollar (as compared to the prior year) on intercompany debt and the Euro term loan denominated in foreign currencies translated to U.S. dollars.

(Benefit) Provision for Income Taxes

Historical: The benefit for income taxes for the three months ended March 31, 2017 was $2.9 million. The effective income tax rate for the three months ended March 31, 2017 was 55.8%. The difference between the U.S. federal statutory income tax rate and our effective income tax rate for the three months ended March 31, 2017 was mainly due to the tax effect of repatriating foreign earnings back to the United States as dividends offset by lower tax rates in foreign jurisdictions as compared to the U.S. tax rate, foreign withholding taxes, state taxes and non-deductible transaction costs.

Pro Forma: The benefit for income taxes for the three months ended March 31, 2017 was $2.9 million, an increase of $2.0 million, or 222.2%, compared to a $0.9 million benefit for the three months ended March 31, 2016. The effective income tax rate for the three months ended March 31, 2017 was 55.8% compared to 8.3% for the three months ended March 31, 2016.

The company's effective income tax rate fluctuates based primarily on changes in income mix and, in this case, the change in Eco's tax status. As a result of the Business Combination, Eco had a change in tax status. Eco was previously a partnership for tax purposes and, following the Business Combination, is taxed as a C-corporation. As a partnership, Eco had not previously recorded taxes (with the exception of minimal state taxes imposed on the partnership) as its members were responsible for their respective tax liabilities.

The difference between the U.S. federal statutory income tax rate and the company's effective income tax rate for the three months ended March 31, 2017 and 2016 was mainly due to the tax effect of repatriating foreign earnings back to the United States as dividends, offset by lower tax rates in foreign jurisdictions as compared to the U.S. tax rate, foreign withholding taxes, state taxes and non-deductible transaction costs.

Net Loss Attributable to PQ Group Holdings

Historical: For the foregoing reasons and after the effect of the non-controlling interest in earnings of subsidiaries for each period presented, net loss attributable to PQ Group Holdings was $2.4 million for the three months ended March 31, 2017 compared with a net loss of $3.1 million for three months ended March 31, 2016.

Pro Forma: For the foregoing reasons and after the effect of the non-controlling interest in earnings of subsidiaries for each period presented, net loss attributable to PQ Group Holdings was $2.4 million for the three months ended March 31, 2017 compared with a net loss of $10.4 million for the three months ended March 31, 2016.

Pro Forma Adjusted Earnings before Interest, Taxes, Depreciation and Amortization (Adjusted EBITDA)

Summarized pro forma Segment Adjusted EBITDA information is shown below in the following table.

	Historical	Pro Forma		
	Three months ended March 31,		Change	
	2017	2016	$	%
	(dollars in millions)			
Segment Adjusted EBITDA(1):				
Performance Materials & Chemicals	$ 52.5	$ 50.2	$ 2.3	4.6%
Environmental Catalysts & Services(2)	56.4	46.9	9.5	20.3%
Total Segment Adjusted EBITDA(3)	108.9	97.1	11.8	12.2%
Corporate	(7.7)	(7.6)	(0.1)	1.3%
Total Adjusted EBITDA(3)	$ 101.2	$ 89.5	$11.7	13.1%

(1) We define Segment Adjusted EBITDA as EBITDA adjusted for certain items as noted in the reconciliation below. Our management evaluates the performance of our segments and allocates resources based primarily on Segment Adjusted EBITDA. Segment Adjusted EBITDA does not represent cash flow for periods presented and should not be considered as an alternative to net income as an indicator of our operating performance or as an alternative to cash flows as a source of liquidity. Segment Adjusted EBITDA may not be comparable with EBITDA or Adjusted EBITDA as defined by other companies.

(2) The equity in net income included in the environmental catalysts and services segment for the Zeolyst Joint Venture is $12.1 million and $7.7 million for the three months ended March 31, 2017 and 2016, respectively.

(3) Our total Segment Adjusted EBITDA differs from our total consolidated Adjusted EBITDA due to unallocated corporate expenses.

Adjusted EBITDA for the three months ended March 31, 2017 was $101.2 million, an increase of $11.7 million, or 13.1%, compared with $89.5 million for the three months ended March 31, 2016.

Performance Materials & Chemicals: Adjusted EBITDA for the three months ended March 31, 2017 was $52.5 million, an increase of $2.3 million, or 4.6%, compared with $50.2 million for the three months ended March 31, 2016.

The increase in Adjusted EBITDA was due to price increases and favorable mix. The higher average selling price was a result of the positive impact of U.S. zeolite sales and strong performance in sodium silicate. The favorable product mix improvements were a result of increased volumes in personal care, spray dry silicas, and transportation safety. This was partially offset by higher manufacturing costs due to increased sales of specialty silicas in the United States and United Kingdom as well as increased labor costs related to an increase in production of spray dry silicas.

Environmental Catalysts & Services: Adjusted EBITDA for the three months ended March 31, 2017 was $56.4 million, an increase of $9.5 million, or 20.3%, compared with $46.9 million for the three months ended March 31, 2016.

The increase in Adjusted EBITDA was driven primarily by higher equity earnings of our Zeolyst Joint Venture driven by higher sales volumes in pressure products, specialty catalysts products, and hydrocracking

products, lower selling, general and administrative costs from the benefits of restructuring activities in the prior year, and lower fixed costs due to timing of turnaround and maintenance costs within our plants.

A reconciliation of Segment Adjusted EBITDA to combined net loss attributable to PQ Group Holdings is as follows:

	Historical	Pro Forma
	Three months ended March 31,	
	2017	2016
	(in millions)	
Reconciliation of net loss attributable to PQ Group Holdings Inc. to Segment Adjusted EBITDA		
Net loss attributable to PQ Group Holdings Inc.	$ (2.4)	$ (10.4)
Benefit for income taxes	(2.9)	(0.9)
Interest expense, net	46.8	46.3
Depreciation and amortization	40.6	38.0
EBITDA	82.1	73.0
Investment in affiliate step-up amortization(a)	4.5	1.7
Transaction and other related costs(b)	1.4	1.3
Foreign currency exchange gain (loss)(c)	2.0	(3.2)
Management advisory fees(d)	1.3	1.4
Restructuring, integration and business optimization expense(e)	1.7	7.1
Equity-based and other non-cash compensation	1.7	1.0
Net loss on asset disposals(f)	0.3	1.8
Pension settlement loss and curtailment gain, net(g)	0.7	1.6
Joint venture depreciation, amortization and interest(h)	2.6	2.5
Other(i)	2.9	1.3
Adjusted EBITDA	101.2	89.5
Unallocated corporate expenses	7.7	7.6
Total Segment Adjusted EBITDA	$ 108.9	$ 97.1

(a) Represents amortization of the net acquisition accounting fair value adjustments associated with the equity affiliate investment in Zeolyst International and consists primarily of intangible assets such as customer relationships and formulations and product technology.
(b) Relates to transaction and other related costs incurred for completed, pending and abandoned deals.
(c) Reflects the exclusion of the negative or positive transaction gains and losses of foreign currency in the income statement primarily related to the non-permanent intercompany debt denominated in local currency, translated to U.S. dollars.
(d) Reflects management sponsor fees from PQ Holdings' consulting agreements.
(e) Relates to restructuring and integration costs, including severance costs, costs associated with plant closings and consolidation, relocation or integration costs and other business optimization and restructuring charges.
(f) Reflects the gain/loss on any sale or disposal of long-lived assets.
(g) Represents defined benefit periodic pension costs.
(h) Represents the Zeolyst Joint Venture depreciation, amortization and interest expense.
(i) Represents $2.5 million of inventory revaluation charges and $0.4 million of other charges including capital taxes, asset retirement obligation accretion and other expense for the three months ended March 31, 2017. Represents $0.7 million of inventory revaluation charges and $0.5 million of legal-related costs, capital taxes, asset retirement obligation accretion, fixed asset impairment, and other expense for the three months ended March 31, 2016.

Historical and Pro Forma—Year Ended December 31, 2016 Compared to the Year Ended December 31, 2015

Highlights

The following is a summary of our financial performance for the year ended December 31, 2016 compared with the prior year ended December 31, 2015.

Sales

- *Historical:* Net sales increased $675.3 million to $1,064.2 million. The increase in sales was primarily due to the inclusion of $690.5 million of legacy PQ sales included in our results of operations from May 4, 2016 through December 31, 2016, which was partly offset by a decrease of $15.2 million in sales from our refining services product group.
- *Pro Forma:* Net sales decreased $10.2 million to $1,403.0 million. The decrease in sales was primarily due to unfavorable foreign currency exchange variations compared to the same period in the prior year ($27.3 million), lower refining services pricing, which was primarily due to cost adjusted pass through contracts, and lower volumes in performance materials and chemicals, partially offset by higher volumes and higher average selling price and customer mix improvement in environmental catalysts and services.

Gross Profit

- *Historical:* Gross profit increased $144.4 million to $254.1 million. Our increase in gross profit was primarily due to the inclusion of $142.6 million of legacy PQ gross profit included in our results of operations from May 4, 2016 through December 31, 2016.
- *Pro Forma:* Gross profit increased $1.4 million to $365.9 million. The increase in gross profit was driven primarily by favorable volume contribution and lower manufacturing costs in our environmental catalysts and services segment. This was offset by lower environmental catalysts and services pricing, the unfavorable effect of foreign currency translation totaling $7.6 million and $44.8 million of higher depreciation and amortization expense as a result of the step-up in asset values due to the Business Combination.

Operating Income

- *Historical:* Operating income increased by $28.4 million to $84.2 million. Our operating income increased due to the inclusion of $18.0 million of legacy PQ operating income included in our results of operations from May 4, 2016 through December 31, 2016 and $10.4 million of operating income associated with our refining services product group.
- *Pro Forma:* Operating income decreased $10.0 million to $145.9 million. Our operating income decreased due to higher other operating expenses, primarily related to purchase accounting, restructuring, severance, and transaction costs.

Equity in Net (Loss) Income of Affiliated Companies

- *Historical:* Equity in net loss of affiliated companies was $2.6 million which was primarily due to step up amortization related to our Zeolyst Joint Venture.
- *Pro Forma:* Equity in net income of affiliated companies was $35.2 million, a decrease of $5.9 million. The decrease was due to lower earnings generated by our Zeolyst Joint Venture, primarily from lower hydrocracking and specialty catalyst volumes, and due to various expansion and growth related cost increases.

The following is our consolidated statement of operations and a summary of financial results, presented on a historical and pro forma basis, for the years ended December 31, 2016 and December 31, 2015. The historical results of operations include Eco for all periods presented and legacy PQ from May 4, 2016, the date of consummation of the Business Combination, through December 31, 2016. The unaudited pro forma results of operations reflect pro forma adjustments to the results of PQ Group Holdings to give effect to the Business Combination and the related financing transactions as if they had occurred on January 1, 2015.

	Historical				Pro Forma			
	Year Ended December 31,		Change		Year Ended December 31,		Change	
	2016	2015	$	%	2016	2015	$	%
	(in millions, except percentages)							
Sales	$1,064.2	$388.9	$675.3	173.6%	$ 1,403.0	$1,413.2	$(10.2)	(0.7)%
Cost of goods sold	810.1	278.8	531.3	190.6%	1,037.1	1,048.7	(11.6)	(1.1)%
Gross profit	254.1	110.1	144.0	130.8%	365.9	364.5	1.4	0.4%
Gross profit margin	*23.9%*	*28.3%*			*26.1%*	*25.8%*		
Selling, general and administrative expenses	107.6	34.6	73.0	211.0%	145.0	140.9	4.1	2.9%
Other operating expense, net	62.3	19.7	42.6	216.2%	75.0	67.7	7.3	10.8%
Operating income (loss)	84.2	55.8	28.4	50.9%	145.9	155.9	(10.0)	(6.4)%
Operating income margin	*7.9%*	*14.3%*			*10.4%*	*11.0%*		
Equity in net (loss) income of affiliated companies	(2.6)	—	(2.6)	—	35.2	41.1	(5.9)	(14.4)%
Interest expense, net	140.3	44.3	96.0	216.7%	187.9	199.6	(11.7)	(5.9)%
Debt extinguishment costs	13.8	—	13.8	—	1.8	—	1.8	—
Other (income) expense, net	(3.4)	—	(3.4)	—	(8.8)	21.3	(30.1)	(141.3)%
(Loss) income before income taxes and noncontrolling interest	(69.1)	11.5	(80.6)	(700.9)%	0.3	(23.9)	24.1	(100.8)%
Provision for income taxes	10.0	—	10.0	—	58.0	1.2	56.8	4,733.3%
Effective tax rate	*(14.5)%*	*0.0%*			*22,295.0%*	*(4.8)%*		
Net (loss) income	(79.1)	11.5	(90.6)	(787.8)%	(57.7)	(25.1)	(32.7)	130.3%
Less: Net income attributable to the noncontrolling interest	0.6	—	0.6	—	1.2	1.8	(0.6)	(33.3)%
Net (loss) income attributable to PQ Group Holdings Inc.	$ (79.7)	$ 11.5	$(91.2)	(793.0)%	$ (59.0)	$ (26.9)	$(32.1)	119.3%

Sales

	Historical				Pro Forma			
	Year Ended December 31,		Change		Year Ended December 31,		Change	
	2016	2015	$	%	2016	2015	$	%
	(in millions, except percentages)							
Net Sales:								
Performance Materials & Chemicals	$ 639.0	$ —	$639.0	—	$ 947.2	$ 966.1	$(18.9)	(2.0)%
Environmental Catalysts & Services	426.7	388.9	37.8	9.7%	457.9	447.1	10.8	2.4%
Inter-segment sales eliminations	(1.5)	—	(1.5)	—	(2.1)	—	(2.1)	—
Total net sales	$1,064.2	$388.9	$675.3	173.6%	$1,403.0	$1,413.2	$(10.2)	(0.7)%

Historical Sales

Sales for the fiscal year ended December 31, 2016 were $1,064.2 million, an increase of $675.3 million, or 173.6%, compared to sales of $388.9 million for the year ended December 31, 2015. The increase in sales in our

performance materials and chemicals segment was due to the inclusion of legacy PQ sales of $639.0 million in our results of operations for the period from May 4, 2016 to December 31, 2016. The increase in sales within our environmental catalysts and services segment was due to the inclusion of legacy PQ sales totaling $53.0 million in our results of operations for the period from May 4, 2016 to December 31, 2016, partly offset by a decrease of $15.2 million in sales from our refining services product group. The decrease in sales from our refining services product group was primarily due to lower pricing of $29.7 million, partially offset by an increase in volumes of $14.5 million. The lower pricing was driven by indexing to pass through lower raw material costs, mainly sulfur and natural gas. The higher volume was primarily driven by strong gasoline demand for the refining services product group, partly offset by lower virgin sulfuric acid shipments.

Pro Forma Sales

Performance Materials & Chemicals: Performance materials and chemicals sales for the year ended December 31, 2016 were $947.2 million, a decrease of $18.9 million, or 2.0%, compared to sales of $966.1 million for the year ended December 31, 2015. The decrease in sales was primarily due to the unfavorable effects of foreign currency translation of $25.1 million, partially offset by higher average selling price and customer mix of $4.4 million and higher volumes of $1.8 million.

The increase in volumes in performance materials and chemicals was the result of higher sales in precipitated silicas, spray dry silicate (in Europe) and strong customer demand for our personal care and microsphere products, which was partially offset by lower volumes of zeolite, beer gels, potassium silicate, spray dry silicate in the Americas, and microspheres within the performance materials product line. The lower demand in potassium silicate and spray dry silicate was due to lower drilling activity in North America. The higher average selling price is principally a result of favorable U.S. dollar denominated sales and U.S. dollar cost pass through pricing in certain foreign locations and higher selling prices for transportation safety and certain microsphere products, including hollow microspheres. Lower pricing for our cost adjusted pass through contracts in North America and lower microspheres customer mix partially offset this favorable pricing impact. The stronger U.S. dollar compared to a number of other major currencies, including the Canadian dollar, the Mexican peso, the British pound, and Brazilian real, unfavorably impacted our sales.

Environmental Catalysts & Services: Environmental catalysts and services sales for the year ended December 31, 2016 were $457.9 million, an increase of $10.8 million, or 2.4%, compared to sales of $447.1 million for the year ended December 31, 2015. The increase in sales was primarily due to increased volumes of $40.2 million, partially offset by lower average selling price, primarily from lower cost pass through pricing of $27.2 million, and the unfavorable effects of foreign currency translation of $2.2 million.

Environmental catalysts and services sales were higher from increased sales volumes, which were primarily driven by strong demand across multiple product lines, primarily in our silica catalyst product group serving the packaging and engineered plastics end uses and strong gasoline demand within our refining services product group. Average selling prices in the silica catalysts product group increased from favorable customer mix. This was partially offset by unfavorable indexing to lower pass through raw material costs, mainly sulfur and natural gas.

Gross Profit

Historical Gross Profit

Gross profit for the year ended December 31, 2016 was $254.1 million, an increase of $144.0 million, or 130.8% compared with $110.1 million for the year ended December 31, 2015. The increase in gross profit was due to $142.6 million attributable to the inclusion of legacy PQ in our results of operations for the period from May 4, 2016 to December 31, 2016 and an increase of $1.4 million in gross profit from our refining services product group. The increase in refining services gross profit was due to lower manufacturing costs of $30.6 million and higher volumes of $10.2 million, which was offset by lower pricing and unfavorable customer

mix of $29.7 million and higher depreciation expense of $9.7 million. The lower manufacturing costs were primarily driven by lower raw material pass through costs, including sulfur and natural gas, and from fixed plant cost reduction activities.

Pro Forma Gross Profit

Gross profit for the year ended December 31, 2016 was $365.9 million, an increase of $1.4 million, or 0.4% compared with $364.5 million for the year ended December 31, 2015. The $1.4 million of higher gross profit was due to lower manufacturing costs of $35.5 million and higher volumes of $15.9 million. The increase in gross profit was offset by increases in depreciation and amortization expense of $19.0 million, lower average selling price of $22.8 million, the unfavorable effects of foreign currency translation of $7.6 million and unfavorable product mix of $0.6 million.

The lower manufacturing costs were primarily driven by lower raw material pass-through costs, including sulfur, caustic and natural gas and by-product mix. The higher volume was primarily driven by strong demand across multiple product lines, including our silica catalyst product group serving the packaging and engineered plastics industries and our refining services product group, partially offset by lower volumes of higher margin potassium silicate and spray dry silicate (due to lower oil drilling activity) along with lower zeolite and beer gel volumes in the Americas. Our unfavorable variance in pricing relates to pass-through pricing of natural gas and sulfur.

Selling, General and Administrative Expenses

Historical: Selling, general and administrative expenses for the year ended December 31, 2016 were $107.6 million, an increase of $73.0 million compared with $34.6 million for the year ended December 31, 2015. The increase in Selling, general and administrative was due to $76.2 million attributable to the inclusion of legacy PQ in our results of operations for the period from May 4, 2016 to December 31, 2016, partly offset by $3.2 million of lower Selling, general and administrative expenses from the benefit of cost reduction initiatives.

Pro Forma: Selling, general and administrative expenses for the year ended December 31, 2016 were $145.0 million as compared with $140.9 million for the year ended December 31, 2015.

Other Operating Expense, Net

Historical: Other operating expense, net for the year ended December 31, 2016 was $62.3 million, an increase of $42.6 million, or 216.2%, compared with $19.7 million for the year ended December 31, 2015. The increase in other operating expense, net was due to $48.4 million attributable to the inclusion of legacy PQ in our results of operations for the period from May 4, 2016 to December 31, 2016, partly offset by $5.6 million of lower restructuring and severance related costs.

Pro Forma: Other operating expense, net for the year ended December 31, 2016 was $75.0 million, an increase of $7.3 million, or 10.8%, compared with $67.7 million for the year ended December 31, 2015. The change was primarily driven by $6.4 million of intangible asset impairment charges, $6.1 million of higher restructuring and severance related charges and $4.0 million from the absence of prior year nitrogen oxide credit sales. These changes were partly offset by lower transaction and other related costs of $10.2 million. During the year ended December 31, 2015, we incurred separation charges related to an executive who left our company.

Equity in Net (Loss) Income of Affiliated Companies

Historical: Equity in net loss of affiliated companies for the year ended December 31, 2016 was $2.6 million. The loss was due to the impact of $36.3 million of amortization on the fair value step-up of the underlying assets of our Zeolyst Joint Venture in connection with the Business Combination, partly offset by $33.2 million of earnings generated mainly by the Zeolyst Joint Venture from the Business Combination during the period from May 4, 2016 through December 31, 2016.

Pro Forma: Equity in net income of affiliated companies for the year ended December 31, 2016 was $35.2 million, a decrease of $5.9 million, compared with $41.1 million for the year ended December 31, 2015. The decrease was primarily driven by lower contribution from reduced sales of hydrocracking and specialty catalysts and other various cost increases, partially offset by increased volume in pressure products (primarily due to emission regulations). Cost drivers include higher fixed costs and depreciation from expansion and inflation, and growth-related increases in selling, general and administrative and research and development expense, partly offset by favorable inventory absorption. Hydrocracking demand was down primarily due to the timing of re-fills as the products used in hydrocracking typically have a two-to-four year life cycle before they must be replaced.

Interest Expense, Net

Historical: Interest expense, net for the year ended December 31, 2016 was $140.3 million, an increase of $96.0 million, or 216.7%, as compared with $44.3 million for the year ended December 31, 2015. Interest expense increased primarily due to higher third-party interest expense under our new debt structure compared to the legacy Eco debt structure on a standalone basis.

Pro Forma: Interest expense, net for the year ended December 31, 2016 was $187.9 million, a decrease of $11.7 million, or 5.9%, compared with $199.6 million for the year ended December 31, 2015. Interest expense decreased primarily due to the repricing of our new debt structure during the year ended December 31, 2016.

Debt Extinguishment Costs

Historical: On May 4, 2016, and concurrently with the consummation of the Business Combination, the company refinanced its existing credit facilities. The company recorded $4.7 million of new creditor and third-party financing costs fees as debt extinguishment costs. In addition, previous unamortized deferred financing costs of $6.3 million and original issue discount of $1.0 million associated with the old debt were written off as debt extinguishment costs.

On November 14, 2016, the company repriced its existing senior secured term loan facility. The company recorded $0.5 million of new creditor and third-party financing costs fees as debt extinguishment costs. In addition, previously unamortized deferred financing costs of $0.6 million and original issue discount of $0.8 million associated with the previously outstanding debt were written off as debt extinguishment costs.

Pro Forma: On November 14, 2016, the company repriced its existing senior secured term loan facility. The company recorded $0.5 million of new creditor and third-party financing costs fees as debt extinguishment costs. In addition, previously unamortized deferred financing costs of $0.6 million and original issue discount of $0.7 million associated with the old debt were written off as debt extinguishment costs.

Other (Income) Expense

Historical: Other income, net was $3.4 million for the year ended December 31, 2016. Other income, net primarily consisted of $3.6 million of foreign currency gains for the year ended December 31, 2016. The change in foreign currency for the year ended December 31, 2016 was driven by a weakening U.S. dollar (as compared to the prior year) on intercompany debt denominated in foreign currencies translated to U.S. dollars.

Pro Forma: Other income, net was $8.8 million for the year ended December 31, 2016, a favorable change of $30.1 million, compared with $21.3 million of other expense, net for the year ended December 31, 2015. Other income, net primarily consisted of $8.8 million of foreign currency gain for the year ended December 31, 2016 as compared to a $21.1 million loss for the year ended December 31, 2015. The change in foreign currency for the year ended December 31, 2016 was driven by a weakening U.S. dollar (as compared to the prior year) on intercompany debt denominated in foreign currencies translated to U.S. dollars.

Provision for Income Taxes

Historical: The provision for income taxes for the year ended December 31, 2016 was $10.0 million. The effective income tax rate for the year ended December 31, 2016 was (14.5%). As a result of the Business Combination, Eco had a change in tax status. Eco was previously a partnership for tax purposes and, following the Business Combination, is taxed as a C-corporation. As a result of being a partnership, Eco had not previously recorded deferred taxes as its members were responsible for their respective tax liabilities. Upon the change in tax status, Eco's net deferred tax liability was recorded as a charge to the tax provision.

Pro Forma: The provision for income taxes for the year ended December 31, 2016 was $58.0 million compared with a $1.2 million provision for the year ended December 31, 2015. The effective income tax rate for the year ended December 31, 2016 was 22,295.0% compared to 4.8% for the year ended December 31, 2015. As a result of the Business Combination, Eco had a change in tax status. Eco was previously a partnership for tax purposes and, following the Business Combination, is taxed as a C-corporation. As a result of being a partnership, Eco had not previously recorded deferred taxes as its members were responsible for their respective tax liabilities. Upon the change in tax status, Eco's net deferred tax liability was recorded as a charge to the tax provision. The company's effective income tax rate fluctuates based on, among other factors, changes in income mix. The difference between the U.S. federal statutory income tax rate and the company's effective income tax rate for the years ended December 31, 2016 and 2015 was mainly due to the tax effect of repatriating foreign earnings back to the United States as dividends, differences between tax rates in foreign jurisdictions as compared to the U.S. tax rate, withholding taxes, and changes to reserves for uncertain tax positions.

Net (Loss) Income Attributable to PQ Group Holdings

Historical: For the foregoing reasons and after the effect of the non-controlling interest in earnings of subsidiaries for each period presented, net loss attributable to PQ Group Holdings Inc. was $79.7 million for the year ended December 31, 2016 compared with net income of $11.5 million for year ended December 31, 2015.

Pro Forma: For the foregoing reasons and after the effect of the non-controlling interest in earnings of subsidiaries for each period presented, net loss attributable to PQ Group Holdings was $59.0 million for the year ended December 31, 2016 compared to a net loss of $26.9 million for the year ended December 31, 2015.

Pro Forma Segment Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization (Adjusted EBITDA)

Summarized Segment Adjusted EBITDA information is shown below in the following table.

	Pro Forma Year-ended December 31,		Change	
	2016	2015	$	%
	(in millions, except percentages)			
Segment Adjusted EBITDA(1):				
Performance Materials & Chemicals	$ 231.8	$ 241.7	$ (9.9)	(4.1)%
Environmental Catalysts & Services(2)	221.8	190.8	31.0	16.3%
Total Segment Adjusted EBITDA(3)	453.6	432.5	21.1	4.9%
Corporate(4)	(32.8)	(19.4)	(13.4)	69.1%
Total Adjusted EBITDA(3)	$ 420.8	$ 413.1	$ 7.7	1.9%

(1) We define Segment Adjusted EBITDA as EBITDA adjusted for certain items as noted in the reconciliation below. Our management evaluates the performance of our segments and allocates resources based on several factors, of which the primary measure is Segment Adjusted EBITDA. Segment Adjusted EBITDA does not represent cash flow for periods presented and should not be considered as an alternative to net

income as an indicator of our operating performance or as an alternative to cash flows as a source of liquidity. Segment Adjusted EBITDA may not be comparable with EBITDA or Adjusted EBITDA as defined by other companies.

(2) The equity in net income included in the environmental catalysts and services segment for the Zeolyst Joint Venture was $41.6 million and $46.7 million for the years ended December 31, 2016 and 2015, respectively.

(3) Our Total Segment Adjusted EBITDA differs from our total consolidated Adjusted EBITDA due to unallocated corporate expenses.

(4) Included in Corporate in the year ended December 31, 2016 are $5.5 million of corporate costs related to the environmental catalysts and services segment.

Adjusted EBITDA for the year ended December 31, 2016 was $420.8 million, an increase of $7.7 million, or 1.9%, compared with $413.1 million for the year ended December 31, 2015.

Performance Materials & Chemicals: Adjusted EBITDA for the year ended December 31, 2016 was $231.8 million, a decrease of $9.9 million, or 4.1%, compared with $241.7 million for the year ended December 31, 2015.

The decrease in Adjusted EBITDA was primarily due to the unfavorable effect of foreign currency translation of $6.3 million, prior year nitrogen oxide credit sales of $4.0 million that were not in the current year, and lower volumes of higher margin potassium silicate and spray dry silicate (due to lower oil drilling activity) along with lower zeolite and beer gel volumes in the Americas. This was partially offset by higher selling prices and mix improvements primarily from increased sales of higher margin specialty silicas, magnesium silicate, and spray dry silicates (in Europe), reduced sales of lower margin sodium silicates and improved mix in transportation safety.

Environmental Catalysts & Services: Adjusted EBITDA for the year ended December 31, 2016 was $221.8 million, an increase of $31.0 million, or 16.3%, compared with $190.8 million for the year ended December 31, 2015.

The increase in Adjusted EBITDA was due to higher volume primarily driven by strong demand across multiple product lines, including our silica catalyst product group serving the packaging and engineered plastics industries and our refining services product group and lower fixed plant cost reductions and plant turnaround expense. This was partially offset by the unfavorable effect of foreign currency translation of $1.0 million and unfavorable product mix.

A reconciliation of Segment Adjusted EBITDA to our pro-forma net income (loss) is as follows:

	Pro Forma Year-ended December 31,	
	2016	2015
	(in millions, except percentages)	
Reconciliation of pro forma net loss attributable to PQ Group Holdings Inc. to Segment Adjusted EBITDA		
Net loss attributable to PQ Group Holdings Inc.	$ (59.0)	$ (26.9)
Provision for income taxes	58.0	1.2
Interest expense, net	187.9	199.6
Depreciation and amortization	165.8	152.2
EBITDA	352.7	326.1
Investment in affiliate step up amortization(a)	10.8	6.6
Transaction and other related costs(b)	2.6	13.2
Foreign currency exchange gain (loss)(c)	(9.0)	23.8
Management advisory fees(d)	5.3	5.6
Restructuring, integration and business optimization expense(e)	17.9	8.6
Equity-based and other non-cash compensation	6.5	4.2
Debt extinguishment costs	1.8	—
Net loss on asset disposals(f)	4.8	5.5
Transition services(g)	—	4.9
Pension settlement loss and curtailment gain, net(h)	2.8	6.1
Joint venture depreciation, amortization and interest(i)	10.3	7.9
Environmental remediation charges	2.1	2.0
Impairment of intangible assets	6.9	—
Other(j)	5.3	(1.4)
Adjusted EBITDA(3)	420.8	413.1
Unallocated corporate expenses	32.8	19.4
Total Segment Adjusted EBITDA(3)	$ 453.6	$ 432.5

(a) Represents $6.6 million of annual amortization of the net acquisition accounting fair value adjustments associated with the equity affiliate investment in Zeolyst International and consists primarily of intangible assets such as customer relationships and formulations and product technology.
(b) Relates to transaction and other costs incurred for completed, pending and abandoned deals.
(c) Reflects the exclusion of the negative or positive transaction gains and losses of foreign currency in the income statement specifically related to the non-permanent intercompany debt denominated in local currency translated to U.S. dollars.
(d) Reflects management sponsor fees from PQ Holdings' consulting agreements.
(e) Relates to restructuring and integration costs, including severance costs, costs associated with plant closings and consolidation, relocation or integration costs and other business optimization and restructuring charges.
(f) Reflects the gain/loss on any sale or disposal of long-lived assets.
(g) Represents costs under a transition services agreement with Solvay which provided certain transition services to legacy Eco by Solvay following the 2014 Acquisition. The transition services agreement ended in 2015.
(h) Represents defined benefit periodic pension costs.
(i) Represents the Zeolyst Joint Venture depreciation, amortization and interest expense.
(j) Represents $1.3 million of inventory revaluation charges, $1.2 million legal-related costs, and other charges including capital taxes, asset retirement obligation accretion and other expense for the year ended December 31, 2016. Represents $(2.1) million of inventory revaluation charges, $(2.7) million of other

transaction gains of foreign currency, Sarbanes-Oxley preparation fees of $1.0 million, as well as capital taxes, asset retirement obligation accretion, fixed asset impairment, and other expense for the year ended December 31, 2015.

Year Ended December 31, 2015 Compared to the Period from Inception (July 30, 2014) to December 31, 2014 (Successor Period) and the Period from January 1, 2014 to November 30, 2014 (Predecessor Period)

The following is our consolidated statement of operations and a summary financial performance for the year ended December 31, 2015, the period from inception (July 30, 2014) to December 31, 2014 ("Successor" period) and the period from January 1, 2014 to November 30, 2014 ("Predecessor" period) and should be read in conjunction with our historical audited financial statements and notes thereto included elsewhere in this prospectus. These results of operations include legacy Eco for all periods presented and may not be comparable to our financial statements for periods following the Business Combination.

Highlights

The following is a summary of our financial performance for the year ended December 31, 2015 compared with the Successor period and Predecessor period.

	Historical		
		Successor	Predecessor
	Year ended December 31, 2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
	(in millions, except percentages)		
Sales	$ 388.9	$ 35.5	$ 361.8
Cost of goods sold	278.8	30.2	265.8
Gross profit	110.1	5.3	96.0
Gross profit margin	*28.3%*	*14.9%*	*26.5%*
Selling, general and administrative expenses	34.6	2.6	45.2
Other operating expense, net	19.7	16.3	5.6
Operating income (loss)	55.8	(13.6)	45.2
Operating income margin	*14.3%*	*(38.3)%*	*12.5%*
Interest expense, net	44.3	8.5	0.1
Income (loss) before income taxes	11.5	(22.1)	45.1
Provision for income taxes	—	—	14.6
Effective tax rate	*0.0%*	*0.0%*	*32.3%*
Net income (loss)	$ 11.5	$ (22.1)	$ 30.5

Sales

	Historical		
		Successor	Predecessor
	Year Ended December 31, 2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
	(in millions, except percentages)		
Net Sales:			
Performance Materials & Chemicals	$ —	$ —	$ —
Environmental Catalysts & Services	388.9	35.5	361.8
Inter-segment sales eliminations	—	—	—
Total net sales	$ 388.9	$ 35.5	$ 361.8

Sales for the year ended December 31, 2015, the Successor period and the Predecessor period was $388.9 million, $35.5 million and $361.8 million, respectively. Virgin sulfuric acid sales decreased due to lower pricing related to raw material (sulfur) costs passed through to customers and reduced volumes to a large customer. This was partially offset by an increase in regeneration volumes.

Gross Profit

Gross profit for the year ended December 31, 2015, the Successor period and Predecessor period was $110.1 million, $5.3 million and $96.0, respectively. The increase in gross profit was primarily due to lower sulfur and natural gas prices, fixed plant costs and lower freight transportation costs.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the year ended December 31, 2015, the Successor period and Predecessor period was $34.6 million, $2.6 million and $45.2 million, respectively. The decrease was primarily due to a lower depreciation expense in selling, general and administrative expense. Partially offsetting this decrease was an increase in certain selling, general and administrative expenses, due to post-acquisition transition costs associated with the 2014 Acquisition, including the costs of the Solvay transition services agreement, stock-based compensation expense, higher salaries, fringe benefits and severance expense, plus increased professional fees for accounting, legal and other advisory services.

Other Operating Expense, Net

Other operating expense, net for the year ended December 31, 2015, the Successor period and Predecessor period was $19.7 million, $16.3 million and $5.6 million, respectively. The decrease in operating expense, net was primarily due to one-time transaction fees incurred in the Successor and Predecessor periods related to the 2014 Acquisition.

Interest Expense, Net

Interest expense, net for the year ended December 31, 2015, the Successor period and Predecessor period was $44.3 million, $8.5 million and $0.1 million, respectively. The increase in interest expense was due to a full year of interest expense in 2015 for the $700.0 million of new debt obligations related to the Eco's senior secured credit facilities and Eco's 8.5% senior unsecured notes due 2022 issued on December 1, 2014.

Provision for Income Taxes

Eco was a single member limited liability company, treated as a partnership for federal and state income tax purposes. All income tax liabilities and/or benefits of Eco were passed through to the member. As such, no recognition of federal or state income taxes for Eco was provided for in the Successor period financial statements.

For the Predecessor period financial statements, income taxes have been prepared on a separate return basis as if Solvay's Eco Services business unit was a stand-alone entity. Historically, Solvay's Eco Services business unit was included in the tax filings with other Solvay entities. Solvay's Eco Services business unit's tax results as presented are not reflective of the results that Eco generated following the 2014 Acquisition or would have generated on a stand-alone basis.

Net Income (Loss)

For the foregoing reasons, net income (loss) for the year ended December 31, 2015, the Successor period and the Predecessor period was $11.5 million, $(22.1) million and $30.5 million, respectively.

Financial Condition, Liquidity and Capital Resources

Our primary sources of liquidity consist of cash flow from operations, existing cash balances as well as funds available under our asset based lending revolving credit facility. We expect that ongoing requirements for debt service and capital expenditures will be funded from these sources of funds. Our primary liquidity requirements include funding working capital requirements (primarily inventory and accounts receivable, net of accounts payable and other accrued liabilities), debt service requirements and capital expenditures. Our capital expenditures includes both maintenance of business, which include spending on maintenance of business and health, safety and environmental initiatives, and expansion, which includes spending to drive organic sales growth and cost savings initiatives. As reported for the three months ended March 31, 2017, we spent approximately $16.0 million in maintenance capital expenditures and $7.8 million in expansion capital expenditures. For the year ended December 31, 2016, we spent approximately $98.7 million in maintenance capital expenditures and $31.6 million in expansion capital expenditures.

We believe that our existing cash, cash equivalents and cash flows from operations, combined with availability under our asset based lending revolving credit facility, will be sufficient to meet our presently anticipated future cash needs for at least the next 12 months. We may also pursue strategic acquisition opportunities, which may impact our future cash requirements. We may, from time to time, increase borrowings under our asset based lending revolving credit facility to meet our future cash needs. As of March 31, 2017, we had cash and cash equivalents of $54.1 million and availability of $149.8 million under our asset based lending revolving credit facility, after giving effect to $18.6 million of outstanding letters of credit and $10.0 million of revolving credit facility borrowings, for a total available liquidity of $203.9 million.

As of March 31, 2017, our total indebtedness was $2,629.3 million, with up to $149.8 million of available borrowings under our asset based lending revolving credit facility. Our liquidity requirements are significant, primarily due to debt service requirements. As reported, our cash interest expense for the three months ended March 31, 2017 and 2016 was approximately $21.6 million and $6.0 million, respectively. Before any impact of hedges, a one percent change in assumed interest rates for our variable interest credit facilities would have an annual impact of approximately $17.5 million on interest expense.

Our ability to make payments on and to refinance our indebtedness will depend on our ability to generate cash in the future. Our management believes that our cash on hand, together with cash from operations and, if required, borrowings under our asset based lending revolving credit facility, will be sufficient for our cash requirements for the next twelve months.

Cash Flow—As Reported

	Three months ended March 31,		Year Ended December 31,		Successor Period from inception (July 30, 2014) to December 31, 2014	Predecessor Period from January 1, 2014 to November 30, 2014
	2017	2016	2016	2015		
	(in millions)					
Net cash provided by (used in)						
Operating activities	$ 6.7	$ 18.0	$ 119.7	$ 44.7	$ (2.1)	$ 57.6
Investing activities	(27.1)	(8.8)	(1,929.7)	(38.7)	(888.3)	(32.9)
Financing activities	6.9	(1.0)	1,861.4	(3.4)	913.0	(24.7)
Effect of exchange rate changes on cash and cash equivalents	(3.1)	—	(5.9)	—	—	—
Net change in cash and cash equivalents	(16.6)	8.2	45.5	2.6	22.6	—
Cash and cash equivalents at beginning of period	70.7	25.2	25.2	22.6	—	—
Cash and cash equivalents at end of period	$ 54.1	$ 33.4	$ 70.7	$ 25.2	$ 22.6	$ —

	Three months ended March 31,		Year Ended December 31,		Successor Period from inception (July 30, 2014) to December 31, 2014	Predecessor Period from January 1, 2014 to November 30, 2014
	2017	2016	2016	2015		
	(in millions)					
Working capital changes that provided (used) cash:						
Receivables	$ (16.5)	$ 0.4	$ 27.8	$ (0.3)	$ (7.9)	$ (4.1)
Inventories	(5.0)	(0.3)	(2.3)	(1.7)	4.9	(5.2)
Prepaids and other current assets	(3.4)	(0.1)	0.5	20.1	(2.2)	—
Accounts payable	(16.4)	3.7	11.9	(2.5)	(1.6)	6.8
Accrued liabilities	12.5	4.1	(24.8)	(13.8)	23.3	2.6
Other, net	(0.4)	(0.3)	(6.8)	(4.8)	0.2	(5.8)
	$ (29.2)	$ 7.5	$ 6.3	$ (3.0)	$ 16.7	$ (5.7)

Three Months Ended March 31, 2017 Compared to the Three Months Ended March 31, 2016

Net cash provided by operating activities was $6.7 million for the three months ended March 31, 2017, compared to $18.0 million provided during the same period in the three months ended March 31, 2016. Cash generated by operating earnings after giving effect to non-cash items recognized in the income statement during the period was higher during the three months ended March 31, 2017 by $25.2 million compared to the same period in the prior year. Cash provided by working capital during the three months ended March 31, 2017 was unfavorable compared to the three months ended March 31, 2016. Working capital for the three months ended March 31, 2017 used cash of $29.2 million, compared to cash provided of $7.5 million for the three months ended March 31, 2016.

The increase in non-cash items of $25.2 million as compared to the prior year period was due to an increase of $30.4 million of depreciation and amortization expense, $2.0 million of foreign currency losses, $1.9 million

of amortization of deferred financing costs and original issue discount, an increase in stock compensation expense of $1.1 million and $0.9 million of acquisition accounting valuation adjustments on inventory sold, which was partially offset by $5.9 million of net income from affiliated companies, $2.5 million of pension and postretirement plan net funding, $2.0 million of deferred income tax benefit and $1.2 million of lower net losses on asset disposals.

The decrease in cash from working capital of $36.7 million compared to the prior year was primarily due to unfavorable changes in accounts receivable, accounts payable, inventory and prepaid and other current assets. The unfavorable change was partially offset by favorable changes in accrued liabilities.

The unfavorable change in accounts receivable was due primarily to $4.9 million of higher accounts receivable from higher current year pricing and volumes and $12.0 million due to the impact from the Business Combination. The unfavorable change in accounts payable includes $15.0 million related to lower accruals related to plant turnaround capital expenditures, lower raw material sulfur costs and $5.1 million due to the impact from the Business Combination. The unfavorable change in inventory of $5.8 million is due to the impact from the Business Combination.

The favorable change in accrued liabilities is primarily due to the timing of accrued interest under our new debt structure and various other accruals.

Net cash used in investing activities was $27.1 million for the three months ended March 31, 2017, compared to cash used of $8.8 million during the same period in 2016. The increase in current year cash used in investing activities compared to the prior year was primarily due to increases in capital spending of $23.7 million. The capital expenditures increase was primarily due to $25.0 million related to the companies acquired as part of the Business Combination, partially offset by $1.3 million of lower capital spending in our refining services product group. The increase in capital spending was offset by the release of $5.4 million in restricted cash related to the New Markets Tax Credit (“NMTC”) financing.

Net cash provided by financing activities was $6.9 million for the three months ended March 31, 2017, compared to net cash used of $1.0 million during the same period in 2016. The change in cash from financing activities was primarily driven by $10.0 million in net revolver borrowings, which was partially offset by $1.8 million of debt repayments.

Year Ended December 31, 2016 Compared to the Year Ended December 31, 2015

Net cash provided by operating activities was $119.7 million for the year ended December 31, 2016, compared to $44.7 million provided during the same period in the year ended December 31, 2015. Cash generated by operating earnings after giving effect to non-cash items recognized in the income statement during the period was higher during the year ended December 31, 2016 by $65.8 million compared to the same period in the prior year. Cash provided by working capital during the year ended December 31, 2016 was favorable compared to the year ended December 31, 2015. Working capital for the year ended December 31, 2016 provided cash of $6.3 million, compared to cash used of $3.0 million for the year ended December 31, 2015.

The increase in non-cash items of $65.8 million as compared to the prior year was due to an increase of $89.3 million of depreciation and amortization expense, $29.1 million of acquisition accounting valuation adjustments on inventory sold, $8.6 million of debt extinguishment costs, $11.1 million of pension and postretirement plan net funding and $7.6 million of dividends received from affiliates, which was partially offset by $90.6 million of lower net income.

The increase in cash from working capital of $9.3 million compared to the prior year was primarily due to favorable changes in accounts receivable and accounts payable, partially offset by unfavorable changes in prepaid and other current assets, accrued liabilities and other long-term assets and liabilities.

The favorable change in accounts receivable was due primarily to $1.2 million of lower accounts receivable from lower current year pricing and higher collections and $26.9 million due to the impact from the Business Combination. The favorable change in accounts payable includes $12.5 million favorability from timing of current year plant turnaround capital expenditures and higher raw material and transportation purchases.

The unfavorable change in prepaid expenses and other current assets was due to decreases in other receivable balances, mainly the prior year legacy Eco collection of $23.3 million from Solvay related to the 2014 Acquisition. The unfavorable change in accrued liabilities was mainly due to the timing of various accruals.

Net cash used in investing activities was $1,929.7 million for the year ended December 31, 2016, compared to cash used of $38.7 million during the same period in 2015. The increase in current year cash used in investing activities compared to the prior year was primarily due to the Business Combination activity, net of cash acquired in the Business Combination of $1,777.7 million, increases in capital spending of $80.4 million and increases in loans receivable of $15.6 million and related increases in restricted cash of $14.8 million under the NMTC financing. The capital expenditures increase was primarily due to $75.4 million related to the companies acquired as part of the Business Combination and $5.0 million in capital spending. Higher current year strategic project costs were partly offset by lower plant turnaround expenses.

Net cash provided by financing activities was $1,861.4 million for the year ended December 31, 2016, compared to net cash used of $3.4 million during the same period in 2015. The change in cash from financing activities was primarily driven by $1,865.0 million debt issuance activity from the Business Combination, net of repayments, $22.0 million net revolver payments in 2016, recent stock purchase activity of $2.5 million and payments of $1.6 million related to hedge premiums. This was partially offset by $22.0 million of cash received under the issuance of long-term debt under the NMTC financing and $5.1 million of current year equity contributions, most of which resulted from the Business Combination.

Year Ended December 31, 2015 Compared to the Period from Inception (July 30, 2014) to December 31, 2014 (Successor Period) and the Period from January 1, 2014 to November 30, 2014 (Predecessor Period)

Cash Flows from Operating Activities—Successor Period

Net cash provided by operating activities was $44.7 million for the year ended December 31, 2015. The net cash provided by operating activities was the result of net income of $11.4 million, adjusted for noncash items of $36.2 million for depreciation, amortization, amortization of debt issuance costs, accretion of debt discount, pension expense, loss on disposal of fixed assets and stock-based compensation expense. Routine operating activities produced cash of $20.1 million through net changes in prepaid expenses and other current assets. These activities were offset by certain routine operating activities, which used cash of $23.1 million represented by net changes in accounts receivable, inventories, accounts payable, accrued expenses and other assets and liabilities.

Net cash used in operating activities for the period from inception (July 30, 2014) to December 31, 2014 (Successor period) was the result of a net loss of $22.1 million, adjusted for noncash items of $3.2 million for depreciation, amortization, including amortization of debt issuance costs, accretion of debt discount and $16.8 million of cash provided for routine operating activities represented by net changes in accounts receivable, other receivables, inventories, prepaid expenses, accounts payable, other payables, other current liabilities, accrued expenses and other long-term liabilities. For the Successor period, routine operating activities produced cash through a decrease in inventory of $4.9 million and an increase in accrued liabilities of $23.3 million. This was partially offset by an increase in accounts receivable of $7.9 million, an increase in prepaid and other current assets of $2.2 million and a decrease in accounts payable of $1.6 million.

Cash Flows from Operating Activities—Predecessor Period

Net cash provided by operating activities for the period from January 1, 2014 to November 30, 2014 (Predecessor period) was the result of net income of $30.5 million, adjusted for noncash items of $32.7 million

for depreciation, amortization, stock-based compensation and deferred income tax expense, and $5.7 million of cash used for routine operating activities, represented by changes in accounts receivable, other receivables, inventories, prepaid expenses, accounts payable, accrued expenses, other long-term liabilities and long-term deferred revenue. For the Predecessor period, routine operating activities used cash through an increase in accounts receivable of $4.1 million, an increase in inventories of $5.2 million and a decrease in other assets and liabilities of $5.8 million. This was partially offset by an increase in accounts payable of $6.8 million and an increase in accrued liabilities of $2.6 million.

Cash Flows from Investing Activities—Successor Period

Net cash used for investing activities was $38.7 million for the year ended December 31, 2015 due to purchases of property, plant, and equipment and intangible assets.

Net cash used for investing activities for the Successor period was $888.3 million, primarily as the result of cash paid for the 2014 Acquisition of $885.4 million and $2.9 million for capital expenditures.

Cash Flows from Investing Activities—Predecessor Period

Net cash used for investing activities for the Predecessor period was $32.9 million resulting primarily from capital expenditures.

Cash Flows from Financing Activities—Successor Period

Net cash used in financing activities was $3.4 million for the year ended December 31, 2015, primarily due to $5.0 million repayment of term loan borrowings, partially offset by proceeds from issuance of member's equity of $1.5 million. Eco borrowed and repaid $12 million from its revolving credit facility during the year ended December 31, 2015.

Net cash provided by financing activities for the Successor period was $913.0 million. Cash provided from financing activities was the result of funding the 2014 Acquisition, including $239.9 million from the issuance of members' equity, $497.5 million proceeds from issuance senior secured credit facilities borrowings, net of discount, and $200.0 million proceeds from the issuance of senior unsecured notes, partially offset by debt issuance costs of $24.4 million.

Cash Flows from Financing Activities—Predecessor Period

Net cash used for financing activities was $24.9 million for the Predecessor period, which included $24.7 million in net transfers to Solvay.

Debt

	As of March 31, 2017	As of December 31, 2016	2015
		(in millions)	
Term Loan Facility (U.S. dollar denominated)	$ 923.1	$ 925.4	$ —
Term Loan Facility (Euro denominated)	300.9	297.3	—
6.75% Senior Secured Notes due 2022	625.0	625.0	—
Floating Rate Senior Unsecured Notes due 2022	525.0	525.0	—
8.5% Senior Notes due 2022	200.0	200.0	200.0
Eco Senior secured credit facilities	—	—	495.0
ABL Facility	10.0	—	—
Other	45.3	45.2	—
Total debt	2,629.3	2,617.9	695.0
Original issue discount	(27.3)	(28.4)	(2.2)
Deferred financing costs	(26.0)	(27.3)	(19.7)
Total debt, net of original issue discount and deferred financing costs	$ 2,576.0	$ 2,562.2	$ 673.1
Less: current portion	(24.6)	(14.5)	(5.0)
Total long term debt, net of original issue discount and deferred financing costs	$ 2,551.4	$ 2,547.7	$ 668.1

As of March 31, 2017 our total debt was $2,629.3 million, including $2.3 million of other foreign debt and $43.0 million of notes payable for the NMTC financing and excluding the original issue discount of $27.3 million and deferred financing fees of $26.0 million for our senior secured credit facilities. Our net debt was $2,529.9 million, excluding $2.3 million of other foreign debt, $43.0 million of NMTC, and including cash of $54.1 million. Our total available liquidity as of March 31, 2017 was $203.9 million, which represents our cash on hand of $54.1 million plus our excess availability under our asset based lending revolving credit facility of $149.8 million, after giving effect to $18.6 million of outstanding letters of credit and $10.0 million of ABL revolver borrowings. For a further description of our outstanding indebtedness, see "Description of Certain Indebtedness."

Capital Expenditures—As Reported

Maintenance capital expenditures include spending on maintenance of business, health, safety and environmental initiatives. Expansion capital expenditures include spending to drive organic sales growth. These capital expenditures represent our "book" capital expenditures for which the company has recorded, but not necessarily paid for the capital expenditures.

	Three months ended March 31,		Year Ended December 31,		Successor	Predecessor
	2017	2016	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
			(in millions)			
Maintenance capital expenditures	$ 16.0	$ 6.2	$ 98.7	$41.0	$ 2.9	$ 32.7
Expansion capital expenditures	7.8	3.3	31.6	0.9	—	—
Total capital expenditures	$ 23.8	$ 9.5	$130.3	$41.9	$ 2.9	$ 32.7

Capital expenditures remained at a level sufficient for required maintenance and certain expansion growth initiatives during these periods. Maintenance capital expenditures are higher in the year ended December 31,

2016 due mainly to the Business Combination, partly offset by lower current year refining services plant turnaround maintenance costs. Expansion capital expenditures are higher in the year ended December 31, 2016 due to timing of our expansion projects related to our strategic growth and cost reduction initiatives, each from the Business Combination and in our refining services product group.

Pension Funding

We paid $2.8 million in cash contributions into our defined benefit pension plans and other post-retirement plans during the three months ended March 31, 2017. We did not contribute any cash into our defined benefit pension plans or other post-retirement plans during the three months ended March 31, 2016. The periodic pension expense was $0.9 million and $0.6 million for those same periods, respectively.

We paid $2.9 million and $14.9 million in cash contributions into our defined benefit pension plans and other post-retirement plans during the years ended December 31, 2016 and 2015, respectively. Included in the 2015 cash contributions, legacy Eco paid $4.3 million in start-up contributions for the new defined benefit plan associated with the spin-off from Solvay in December 2014. The periodic pension expense was $2.0 million and $2.9 million for those same periods, respectively.

As of December 31, 2016, our pension plans and other post-retirement benefit plans were underfunded by $68.4 million and $4.6 million, respectively. In addition, our supplemental retirement plan had a liability of $13.2 million, which is funded by our general assets, including assets held in a Rabbi trust of $5.6 million, or restoration plan assets.

Off–Balance Sheet Arrangements

We had $18.6 million and $18.4 million of outstanding letters of credit on our revolver facility as of March 31, 2017 and December 31, 2016, respectively.

Contractual Obligations and Commitments

The following table reflects our contractual obligations, commercial commitments and long-term debt obligations as of December 31, 2016:

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 yrs
	(in millions)				
Long-term debt[a]	$ 2,617.9	$ 14.5	$ 24.6	$ 45.6	$ 2,533.2
Interest payments[b]	1,022.7	187.4	372.8	370.4	92.1
Operating leases	55.6	16.5	17.3	10.2	11.6
Purchase obligations[c]	34.3	17.2	12.1	1.6	3.4
Other obligations[d]	21.4	9.5	3.3	2.9	5.7
Total contractual obligations	$ 3,751.9	$ 245.1	$ 430.1	$ 430.7	$ 2,646.0

(a) No prepayment or redemption of any of our long-term debt balances has been assumed. Refer to "Financial Condition, Liquidity and Capital Resources" section of this Management's Discussion and Analysis and Note 15, Long-term Debt, in the Notes to the Audited Consolidated Financial Statements of PQ Group Holdings Inc. and Subsidiaries included elsewhere in this prospectus for information regarding the terms of our long-term debt agreements. For a further description of our outstanding indebtedness, see "Description of Certain Indebtedness."

(b) Interest on long-term debt excludes the amortization of deferred financing fees and original issue discount. The amounts represent minimum interest payments. All future interest payments on Euro-denominated loans were calculated using a December 31, 2016 Euro to U.S. Dollar spot exchange rate.

(c) Purchase obligations include agreements to purchase goods and services that are enforceable and legally binding and that specify all significant terms, including fixed and minimum quantities to be purchased, fixed, minimum or variable provisions, and the approximate timing of the transaction. Purchase obligations exclude agreements that are cancelable without penalty.

(d) Other obligations represent payments related to our pension plans, supplemental retirement plans and other post-retirement benefit plans. Included in these amounts are expected pension plan contributions of $7.7 million in 2017. Contributions to the pension plan beyond 2016 cannot be reasonably estimated and are not reflected in this table.

We expect that we will be able to fund our remaining obligations and commitments with cash flow from operations. To the extent we are unable to fund these obligations and commitments with cash flow from operations, we intend to fund these obligations and commitments with proceeds from available borrowing capacity under our ABL Facility or under future financings.

Critical Accounting Policies

We prepare our consolidated financial statements in conformity with GAAP and our significant accounting significant policies are described in Note 2 to our consolidated financial statements. The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect reported amounts and related disclosures. We base our estimates and judgments on historical experience and other relevant factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We have identified below the accounting policies and estimates that we believe are most critical in compiling our consolidated statements of financial condition and operating results.

Business Combinations

Accounting for acquisitions requires us to recognize separately from goodwill the assets acquired and liabilities assumed at their acquisition date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred over the net of acquisition date fair values of the assets acquired and liabilities assumed. While we use our best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date, our estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, we record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of values of assets acquired and liabilities assumed, whichever comes first, any subsequent adjustments are recorded to our consolidated statements of operations.

Revenue Recognition and Accounts Receivable

Revenue, net of related discounts and allowances, is recognized when both title and risk of loss of the product have been transferred to the customer (generally upon shipment), the seller's price to the buyer is fixed or determinable, collectability is reasonably assured and persuasive evidence of an arrangement exists. Customers take title and assume all the risks of ownership upon shipment (if terms are "FOB shipping point") or upon delivery (if terms are "FOB destination"). Any deviation from the standard terms and arrangements are reviewed for the proper accounting treatment, and revenue recognition is revised accordingly.

We recognize rebates given to customers as a reduction of revenues based on an allocation of the cost of honoring rebates earned and claimed to each of the underlying revenue transactions that result in progress by the customer toward earning the rebate. Rebates are recognized at the time revenue is recorded. We measure the rebate obligation based on the estimated amount of sales that will result in a rebate at the adjusted sales price per the respective sales agreement.

Amounts billed to a customer in a sale transaction related to shipping and handling, if any, represent revenues earned for the goods provided and are classified as revenue. Costs related to shipping and handling of products shipped to customers are classified as cost of goods sold.

We make certain assumptions and estimates when accruing for allowances for doubtful accounts. Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is our best estimate of the amount of probable credit losses in its existing accounts receivable. A specific reserve for bad debt is recorded for known or suspected doubtful accounts receivable. For all other accounts, we recognize a reserve for bad debt based on the length of time receivables are past due and historical write-off experience. Account balances are charged off against the allowance when we believe it is probable the receivable will not be recovered. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances would be required. We do not have any off-balance sheet credit exposure related to our customers.

Our estimates and assumptions made under the revenue recognition policy have been applied on a consistent basis. The amounts accrued for allowances and returns have not had a material impact on our financial condition or operating performance.

Property, Plant and Equipment

Property, plant and equipment are carried at cost and include expenditures for new facilities, major renewals and betterments. We capitalize the cost of furnace rebuilds as part of property, plant and equipment. Plant and equipment under capital leases are carried at the present value of minimum lease payments as determined at the beginning of the lease term. Maintenance, repairs and minor renewals are charged to expense as incurred. We capitalize certain internal costs associated with the implementation of purchased software. When property, plant and equipment is retired or otherwise disposed of, the net carrying amount is eliminated with any gain or loss on disposition recognized in earnings at that time. We also lease property, plant and equipment, principally under operating leases. Rent expense for operating leases, which may have escalating rentals or rent holidays, is recorded on a straight-line basis over the respective lease terms.

Depreciation is provided on the straight-line method based on the estimated useful lives of the assets, which generally ranges from 15 to 33 years for buildings and improvements and 3 to 10 years for machinery and equipment. Leasehold improvements are depreciated using the straight-line method based on the shorter of the useful life of the improvement or remaining lease term.

We perform an impairment review of property, plant and equipment, and definite-lived intangible assets, when facts and circumstances indicate that the carrying value of an asset or asset group may not be recoverable from its undiscounted future cash flows. When evaluating long-lived assets for impairment, if the carrying amount of an asset or asset group is found not to be recoverable, then a potential impairment loss may be recognized. An impairment loss is measured by comparing the carrying amount of the asset or asset group to its fair value. Fair value is determined using quoted market prices when available, or other techniques including discounted cash flows. Our estimate of future cash flows involve assumptions concerning future operating performance, economic conditions and technological changes that may affect the future useful lives of the assets.

Goodwill and Intangible Assets

Goodwill and intangible assets with indefinite lives are not amortized, but are tested for impairment annually or more frequently if events occur or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. A write-down occurs in periods in which it is determined that a reporting unit’s fair value is less than its book value.

Goodwill is tested for impairment at the reporting unit level. In performing tests for goodwill impairment, we are permitted to first perform a qualitative assessment about the likelihood of the carrying value of a reporting

unit exceeding its fair value. If an entity determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount based on the qualitative assessment, it is required to perform a two-step goodwill impairment test to identify the potential goodwill impairment and measure the amount of the goodwill impairment loss, if any, to be recognized for that reporting unit. However, if an entity concludes otherwise based on the qualitative assessment, the two-step goodwill impairment test is not required. The option to perform the qualitative assessment can be utilized at our discretion, and the qualitative assessment need not be applied to all reporting units in a given goodwill impairment test. For an individual reporting unit, if we elect not to perform the qualitative assessment, or if the qualitative assessment indicates that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then we must perform the two-step goodwill impairment test for the reporting unit.

In applying the two-step process, the first step used to identify potential impairment involves comparing the reporting unit's estimated fair value to its carrying value, including goodwill. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill is not impaired. If the carrying value exceeds the estimated fair value, there is an indication of potential impairment and the second step is performed to measure the amount of impairment, if any. The second step of the process involves the calculation of an implied fair value of goodwill for each reporting unit for which step one indicated potential impairment. The implied fair value of goodwill is determined in a manner similar to how goodwill is calculated in a business combination. That is, the estimated fair value of the reporting unit, as calculated in step one, is allocated to the individual assets and liabilities as if the reporting unit was being acquired in a business combination. If the implied fair value of goodwill exceeds the carrying value of goodwill assigned to the reporting unit, there is no impairment. If the carrying value of goodwill assigned to a reporting unit exceeds the implied fair value of the goodwill, an impairment charge is recorded to write down the carrying value. An impairment loss cannot exceed the carrying value of goodwill assigned to a reporting unit and the loss establishes a new basis in the goodwill. Subsequent reversal of an impairment loss is not permitted.

For intangible assets other than goodwill, definite-lived intangible assets are amortized over their respective estimated useful lives. Intangible assets with indefinite lives are not amortized, but rather are tested for impairment at least annually or more frequently if events occur or circumstances change that would more likely than not reduce the fair value of the intangible asset below its carrying amount.

For definite-lived intangible assets, we amortize technical know-how over periods that range from fourteen to twenty years, customer relationships over periods that range from seven to fifteen years, trademarks over a fifteen year period, contracts over periods that range from two to sixteen years, and permits over five years.

Pensions and Postretirement Benefits

We maintain defined benefit pension plans covering certain employees in the United States and Canada as well as certain employees in other international locations. Benefits for a majority of the plans are based on average final pay and years of service. Our funding policy, consistent with statutory requirements, is based on actuarial computations utilizing the projected unit credit method of calculation. Not all defined benefit pension plans are funded. In the United States and Canada, the pension plans' assets include equity and fixed income securities. Certain assumptions are made regarding the occurrence of future events affecting pension costs, such as mortality, withdrawal, disablement and retirement, changes in compensation and benefits, and discount rates to reflect the time value of money.

The major elements in determining pension income and expense are pension liability discount rates and the expected return on plan assets. We reference rates of return on high-quality, fixed income investments when estimating the discount rate, and the expected period over which payments will be made based upon historical experience. The long-term rate of return used to calculate the expected return on plan assets is the average rate of return estimated to be earned on invested funds for providing pension benefits.

In addition to pension benefits, we provide certain health care benefits for employees who meet age, participation and length of service requirements at retirement. We use explicit assumptions using the best estimates available of the plan's future experience. Principal actuarial assumptions include discount rates, present value factors, retirement age, participation rates, mortality rates, cost trend rates, Medicare reimbursement rates and per capita claims cost by age. Current interest rates, as of the measurement date, are used for discount rates in present value calculations.

We also have defined contribution plans covering U.S. employees of our company and employees of certain subsidiaries.

Income Taxes

We operate within multiple tax jurisdictions and are subject to tax filing requirements and audit within these jurisdictions. We use the asset and liability method in accounting for income taxes. Deferred tax assets and liabilities are recorded for temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements, using statutory tax rates in effect for the year in which the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that those assets will be realized.

In determining the provision for income taxes, we provide deferred income taxes on income from foreign subsidiaries whose earnings are deemed by us not to be permanently reinvested as such earnings are taxable upon remittance to the United States. We establish contingent liabilities for possible assessments by taxing authorities resulting from uncertain tax positions including, but not limited to, transfer pricing, deductibility of certain expenses and other state, local, and foreign tax matters. We recognize a financial statement benefit for positions taken for tax return purposes when it will be more-likely-than-not that the positions will be sustained. We recognize potential accrued interest and penalties related to unrecognized tax benefits in income tax expense. Tax examinations are often complex as tax authorities may disagree with the treatment of items reported by us and may require several years to resolve. These accrued liabilities represent a provision for taxes that are reasonably expected to be incurred on the basis of available information but which are not certain.

Recently Issued Accounting Standards

See Note 3 to the Audited Consolidated Financial Statements of PQ Group Holdings Inc. and Subsidiaries included elsewhere in this prospectus for a discussion of recently issued accounting standards and their effect on us.

Quantitative and Qualitative Disclosures about Market Risk

Our major market risk exposure is potential losses arising from changing rates and prices regarding foreign currency exchange rate risk, interest rate risk, commodity price risk and credit risk. The audit committee of our board of directors regularly reviews foreign exchange, interest rate and commodity hedging activity and monitors compliance with our hedging policy. We do not use financial instruments for speculative purposes, and we limit our hedging activity to the underlying economic exposure.

Foreign Exchange Risk

Our financial results are subject to the impact of gains and losses on currency translations, which occur when the financial statements of foreign operations are translated into U.S. dollars. We operate a geographically diverse business with approximately 38% and 34% of our sales during the three months ended March 31, 2017 and the year ended December 31, 2016, respectively, coming from our international operations in currencies other than the U.S. dollar. Because consolidated financial results are reported in U.S. dollars, sales or earnings

generated in currencies other than the U.S. dollar can result in a significant increase or decrease in the amount of those sales and earnings when translated to U.S. dollars. The financial statements of our operations outside the United States, where the local currency is considered to be the functional currency, are translated into U.S. dollars using the exchange rate in effect at each balance sheet date for assets and liabilities and the average exchange rate for each period for sales, expenses, gains, losses and cash flows. The exchange rates between these currencies and the U.S. dollar in recent years have fluctuated significantly and may continue to do so in the future. The foreign currencies to which we have the most significant exchange rate exposure include the Euro, British pound, Canadian dollar, Brazilian real and the Mexican peso. Sales in these top five currencies represented approximately 27% of our total combined sales during the year ended December 31, 2016. A 10% change in these currencies would have impacted sales by approximately $28.3 million, or 3% of consolidated combined sales assuming product pricing remained constant. The effect of translating foreign subsidiaries' balance sheets into U.S. dollars is included in other comprehensive income. The impact of gains and losses on transactions denominated in currencies other than the functional currency of the relevant operations are included in other non-operating expense. Income and expense items are translated at average exchange rates during the year. Net foreign exchange included in other expense was a $3.6 million gain for the year ended December 31, 2016. The foreign currency loss realized in the year ended December 31, 2016 was primarily driven by the non-permanent intercompany debt denominated in local currency translated to U.S. dollars and was principally non-cash in nature.

Interest Rate Risk

We are exposed to fluctuations in interest rates on our Senior Secured Credit Facilities and on our Floating Rate Senior Unsecured Notes. Changes in interest rates will not affect the market value of such debt but will affect the amount of our interest payments over the term of the loans. Likewise, an increase in interest rates could have a material impact on our cash flow. As of December 31, 2016, a 100 basis point increase in assumed interest rates for our variable interest credit facilities, before impact of any hedges, would have an annual impact of approximately $17.5 million on interest expense.

We hedge the interest rate fluctuations on debt obligations through interest rate cap agreements. We record the fair value of these hedges as assets or liabilities and the related unrealized gains or losses are deferred in stockholders' equity as a component of other comprehensive income (loss), net of tax. The interest rate caps had a fair value net asset of $3.5 million and $5.8 million at March 31, 2017 and December 31, 2016, respectively. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices.

In July 2016, we entered into interest rate cap agreements, paying a premium of $1.6 million to mitigate interest rate volatility from July 2016 through July 2020 by employing varying cap rates ranging from 1.50% to 3.00% on $1.0 billion of notional variable debt.

Commodity Risk

We purchase significant amounts of natural gas to supply the energy required in our production processes for our products in each of our segments. While natural gas is not a direct feedstock for any product, we use natural gas powered furnaces to heat raw materials and create the chemical reactions necessary to produce end-products. Therefore, exposure to the volatility in energy prices is less than that of producers of organic petrochemicals. We purchase approximately 14 million MMBtu's of natural gas in a given year. Thus, a $1 increase in the cost of natural gas would impact our cost of goods sold by approximately $14 million absent hedging. Our purchase agreements with our customers typically provide for the pass through of natural gas price increases; however, there is no guarantee that we will continue to be able to pass through future price increases without loss of existing customers. We have implemented a hedging program in the United States which allows us to mitigate exposure to natural gas volatility with natural gas swap agreements. We also make forward purchases of natural gas related to our production at certain subsidiary locations.

The natural gas swap agreements had a fair value net asset of $0.1 million and $0.6 million at March 31, 2017 and December 31, 2016, respectively. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices of comparable contracts. The respective current and non-current assets are recorded in other current assets and other assets. The related unrealized gains or losses are recorded in stockholders' equity as a component of other comprehensive income (loss), net of tax. Realized gains and losses on natural gas hedges are included in production cost and subsequently charged to cost of goods sold in the consolidated statements of operations in the period in which inventory is sold.

Credit Risk

We are exposed to credit risk on financial instruments to the extent our counterparty fails to perform certain duties as required under the provisions of an agreement. We only transact with counterparties having an appropriate credit rating for the risk involved. Credit exposure is managed through credit approval and monitoring procedures.

Concentration of credit risk can result primarily from trade receivables, for example, with certain customers operating in the same industry or customer groups located in the same geographic region. Credit risk related to these types of receivables is managed through credit approval and monitoring procedures. In the year ended December 31, 2016, we wrote off $0.2 million, or 0.02%, in bad debt on total combined sales of $1,064.2 million.

INDUSTRY

We compete in the specialty chemicals and materials industry. Our industry is characterized by constant development of new products and the need to support customers with new product innovation and technical services to meet their challenges. In addition, customers demand consistent product quality and a reliable source of supply. Products sold to our customers can be highly value-added even when they represent only a small portion of the overall end-product costs, and success can be achieved by helping customers improve their product performance, value, and quality. As a result, operating margins in this sector have historically been high and generally stable through economic cycles. In addition, many products in these specialty chemicals and materials industry benefit from economics that favor incumbent producers because the capital cost to expand existing capacity is typically significantly less than the capital cost necessary to build a new plant. The combination of attractive operating margins and moderate and generally predictable maintenance capital expenditure requirements can produce attractive cash flows. Our industry is also characterized by the need to produce consistent quality in a safe and environmentally sustainable manner.

Summary End Uses & Demand Drivers

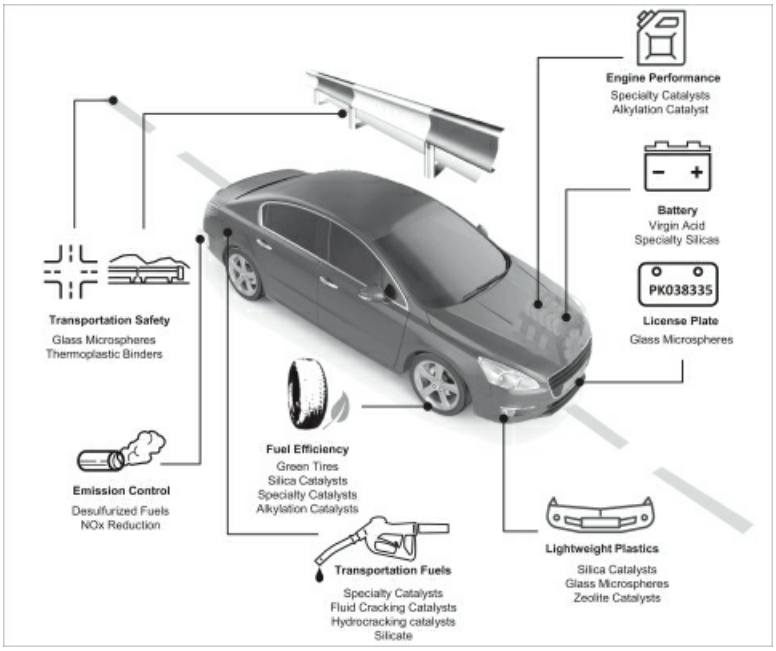
The table below summarizes our key end uses and products as well as the significant growth drivers in those applications.

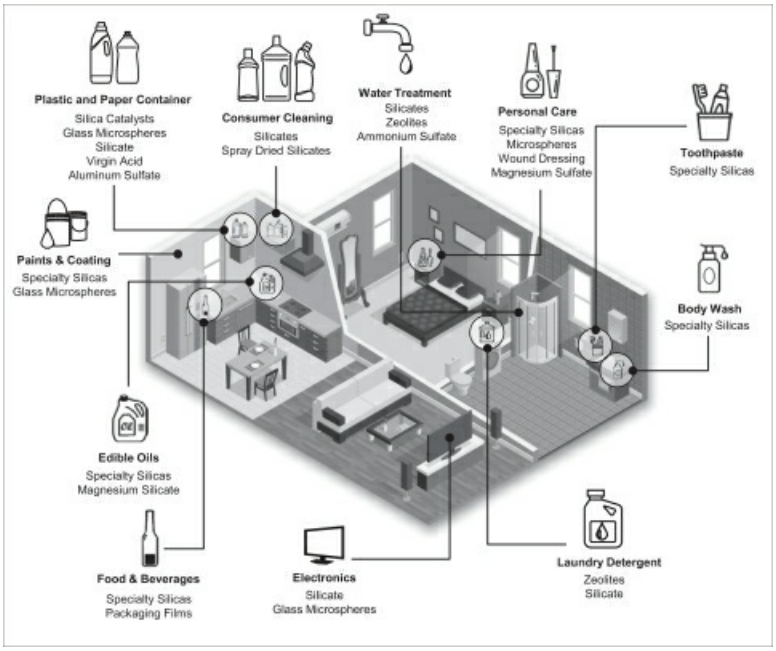
Key End Uses	2016 Pro Forma Adjusted Sales(1)	Significant Growth Drivers	Key PQ Products
Fuels & Emissions Controls	20%	• Global regulatory requirements to: • Remove nitrogen oxides from emissions • Remove sulfur from diesel and gasoline • Increase gasoline octane in order to improve fuel efficiency while lowering vapor pressure to regulated levels for premium fuels • Improve lubricant characteristics to improve fuel efficiencies	• Refinery catalysts • Emissions control catalysts • Catalyst recycling services
Consumer Products	18%	• Substitution of silicate materials for less environmentally friendly chemical additives in detergent and cleaning end uses • Demand for improved quality and shelf life of beverages • Demand for improved oral hygiene and appearance	• Silica gels for edible oil and beer clarification • Precipitated silicas and zeolites for the surface coating, dentifrice, and dishwasher and laundry detergent applications
Highway Safety & Construction	16%	• Demand for enhanced “dry and wet” visibility of road and airport markings to improve safety • Drive for weight reduction in cements	• Reflective markings for roadways and airports • Hollow glass beads, or microspheres, for cement additives
Packaging & Engineered Plastics	17%	• Demand for increased process efficiency and reduction of by-products in production of chemicals • Demand for high-density polyethylene lightweighting of automotive components • Enhanced properties in plastic composites for the automotive and electronics industries	• Catalysts for high-density polyethylene and chemicals syntheses • Antiblocks for film packaging • Solid and hollow microspheres for composite plastics

Key End Uses	2016 Pro Forma Adjusted Sales(1)	Significant Growth Drivers	Key PQ Products
Industrial & Process Chemicals	21%	• Demand in the tire industry for reduced rolling resistance • Usage of silicate in municipal water treatment to inhibit corrosion in aging pipelines • Growth in manufacturing in North America driving demand for metal finishing	• Silicate precursors for the tire industry • Silicate for water treatment • Glass beads, or microspheres, for metal finishing end uses
Natural Resources	8%	• More environmentally friendly drilling fluids for oil and gas production • Recovery in global oil drilling / U.S. copper production • Growing demand for lighter weight cements in oil and natural gas wells	• Silicates for drilling muds • Hollow glass beads, or microspheres, for oil well cements • Sulfur derivatives for copper mining • Bleaching aids for paper

(1) Pro forma adjusted sales percentages give effect to the consummation of the Business Combination and the related financing transactions as if they occurred on January 1, 2015 and include our proportionate share of total net sales of our Zeolyst Joint Venture, which we account for as an equity method investment in accordance with GAAP. For the year ended December 31, 2016, we had pro forma adjusted sales of $1,534.3 million, which included sales of $131.3 million representing our 50% proportionate share of our Zeolyst Joint Venture total net sales. As a result, the pro forma adjusted sales information presented does not reflect our sales as presented in our consolidated financial statements in accordance with GAAP.

The schematics below showcase certain applications that use our products.





Fuels & Emissions Controls

Favorable industry dynamics in the fuels and emission controls industries are driving increased demand and the need for constantly evolving product specifications for our catalyst products. These growth dynamics include increasingly stringent global emission control standards for heavy- and light-duty vehicles regulatory standards regarding vehicle mileage and fuel composition, and increased supply of natural gas by-products driven by shale gas proliferation in the United States.

Emissions Control

Diesel Engine Standards. We believe demand for our zeolite-based catalyst will grow significantly due to continued tightening of global diesel emissions standards in both on-road and non-road diesel engines. Non-road diesel engines refer to heavy-duty diesel engines used in machinery or equipment, including locomotives and marine vessels. We believe that increased global awareness and the desire to reduce pollution from stationary and mobile pollution sources have increased the importance of emissions control catalysts.

On-Road Emissions Standards. Emission standards for heavy-duty diesel engines in the United States were first developed by the EPA in 1974. These emissions standards have progressively been tightened over time by a series of regulations called Tier 1 through Tier 3. The current emissions standard, Tier 3, for heavy-duty engines was phased in between 2007 and 2010. For example the standard for allowable nitrogen oxides emissions was 6.0 grams per brake horsepower-hour ("g/bhp-hr") in 1990 versus the current 0.2 g/bhp-hr. Light-duty vehicles also have Tier 1 through Tier 3 standards that were originally part of the Clean Air Act of 1990. The current light-duty standard is Tier 3, which is to be phased in during 2017 and is scheduled to extend through 2025.

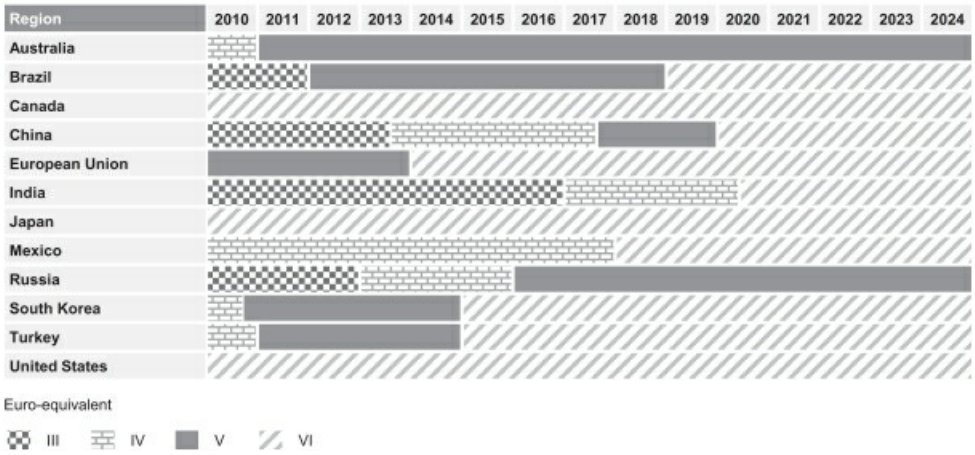
European emissions regulations for heavy-duty diesel engines are referred to as Euro I through Euro VI. Euro I standards were introduced in 1992 and the current Euro VI standards became effective in 2013 and 2014. An example of the increasingly stringent requirements for nitrogen oxides emissions is the standard of maximum allowable emissions of 8.0 grams per kilowatt-hour ("g/kWh") under Euro I versus the current Euro VI maximum of 0.40 g/kWh. Light-duty vehicles have a similar set of increasingly stringent standards, called Euro 1 through Euro 6

Non-Road Emissions Standards. The EPA has adopted the standards for non-road diesel engines. Such standards were first adopted in 1994 and initially implemented between 1996 and 2000. These standards are known as Tier 1 through Tier 4 standards. The current standard, Tier 4, was phased in between 2008 and 2015. As an example, for larger engines, above 56 kW, the current Tier 4 nitrogen oxides standard is 0.40 g/kWh compared to the Tier 1 through Tier 3 standard of 9.2 g/kWh.

Likewise, the European Standards regulations for non-road engines have been structured as gradually more stringent tiers known as Stage I through V regulations. The first European legislation to regulate non-road engines was promulgated in 1997 and Stage I was implemented in 1999. The current Stage IV was implemented in 2014, and Stage V is expected to become effective in 2019 or 2020.

Global Emissions Standards. In many cases countries have established regulations that generally follow United States Environmental Protection Agency or European Union standards, but typically on a later implementation timeline. The chart below identifies each country's regulatory requirements in relation to the most comparable European Union standard for ease of comparability. In addition, even more restrictive regulations are expected to be adopted in the future in many jurisdictions, such as EU VII, which would further reduce permitted emissions levels in the European Union. We believe that compliance with existing regulations as well as any future regulations provides us with opportunities to grow our sales of emissions control catalysts.

Timeline for Implementation of Regionwide Emissions Standards for Diesel Heavy-Duty Vehicles in European Union Equivalent Standards



Source: The International Council on Clean Transportation

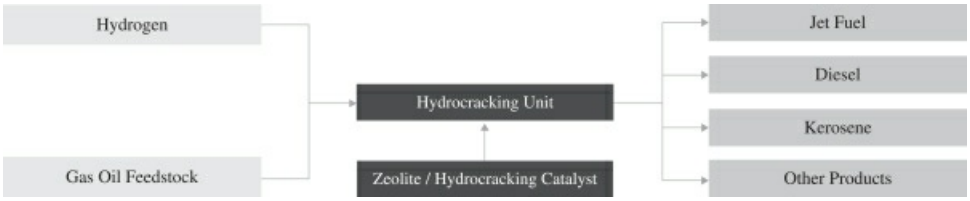
The demand for catalysts is also expected to grow due to the increasing use of these diesel engines, driven in part by the development and industrialization of emerging economies and anticipated global growth in gross domestic product. Heavy-duty vehicle production is expected to grow at a compound annual growth rate of 4.1% globally from 2015 to 2020, according to ACT Research. In addition, light-duty vehicle production is expected to grow at a compound annual growth rate of 2.8% from 2015 to 2020, according to LMC Automotive.

Fuels

Refining Dynamics—Hydrocracking. Sales of our hydrocracking catalysts are expected to grow due to the increasingly stringent demands for lower sulfur content in fuels and the continued global trend towards processing heavy sour crudes, which have a higher sulfur content.

A hydrocracking unit is fed gas oil, which is heavier and has a higher boiling point than distillate fuel oil, and cracks these heavy molecules into distillate and gasoline in the presence of hydrogen and a catalyst. The hydrocracking process upgrades low-quality heavy gas oils into high-quality jet fuel, diesel, and gasoline. The rate of cracking and the end-products produced are dependent on the operating parameters and design of the hydrocracking catalysts. Below is an overview of the hydrocracking process for the production of diesel and other refinery products.

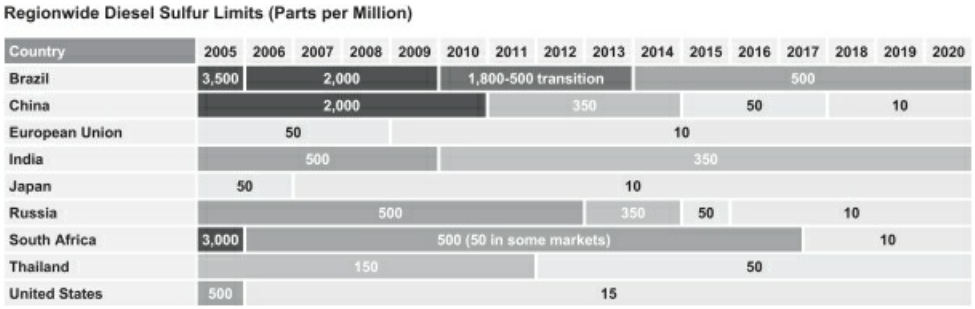
Hydrocracking Process (Within a Refinery)



The hydrocracking unit initially requires larger quantities of catalyst and then requires smaller replacement quantities of catalyst each year until an entire replacement of catalyst is needed every 2 to 4 years.

Refiners have been installing hydrocrackers in response to increasing global demand for jet fuel, diesel, and kerosene. The hydrocracker also converts high-sulfur materials (lower value) into low-sulfur fuels (higher value) for vehicles and airplanes. Many countries have enacted increasingly stringent environmental laws to require lower sulfur content in diesel fuels. As a result, we believe that more hydrocracking capacity will be required to remove increasing amounts of sulfur from diesel fuels, particularly with increased use of sour crude. The table below summarizes certain sulfur regulations for diesel fuel.

Standards Regulating Sulfur in Diesel Fuel



Source: International Council on Clean Transportation and DieselNet

Although the cost of hydrocracking catalysts are relatively small compared to the overall costs for operating a refinery, the consequence of a refiner using a low quality or contaminated catalyst could be significant. As a result, refiners generally choose to purchase high quality catalysts from well-known manufacturers and they typically value performance and reliability over price when making buying decisions.

Refining Dynamics—Alkylates. We believe our refining services products will benefit from regulations mandating higher vehicle fuel mileage and increasingly stringent fuel specifications. These trends create the need for higher octane in gasoline, which creates opportunities for our refining services product group. In addition, North American refineries are experiencing an increase in light olefins as a result of the increased use of shale oil and are therefore expected to increase demand for alkylation catalysts. We also expect that the relatively lower costs of gasoline will result in increased U.S. exports, which can help maintain refinery utilization in the U.S. gulf coast region.

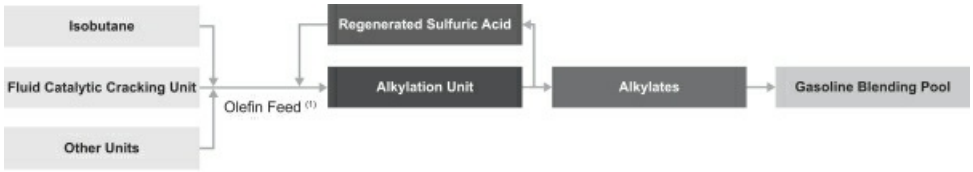
The United States has regulated fuel economy for light-duty vehicles since the 1970s. The Corporate Average Fuel Economy ("CAFE") standards were initially developed in 1975 and expanded in 2009 to include greenhouse gas emissions. Future standards are being considered for vehicle models developed between 2017 and 2025 which, if implemented as currently contemplated, would increase the fuel economy standard from 34.1 miles per gallon for vehicle models developed in 2016 to 49.6 miles per gallon for vehicle models developed in 2025.

In order to adapt to these potential regulations, automakers are making a variety of design changes to vehicles. One of these changes is to use smaller, more efficient turbocharged engines to increase power to compensate for the increased fuel economy. In addition, as consumers move to these more efficient engines to save money or gain engine performance, gasoline needs to have higher octane in order to run these high compression engines and to prevent "knock" or premature detonation of the fuel in the cylinder, which can damage engines. According to the Energy Information Administration, these shifts in engine design are expected to continue as automakers increase the use of turbocharging as one of the strategies to comply with increasingly stringent fuel economy standards.

Alkylates are a preferred blending component for gasoline because they boost octanes, while lowering vapor pressure, at more environmentally friendly specifications relative to other octane sources such as ethanol and butane. The Environmental Protection Agency, through the Clean Water Act regulations has reduced the maximum allowable vapor pressure and aromatic, benzene, and sulfur content in fuel. Alkylates are high octane sources with low vapor pressures, no olefins, no aromatics, and low sulfur.

The alkylation unit is a conversion process in the refinery used to convert olefins and isobutane, volatile and light compounds, from the fluid catalytic cracking unit and other units into high octane gasoline blending components. The alkylate produced from the unit are used as a premium gasoline blending stock because of their anti-knock and clean burning characteristics.

Alkylation Process (Within a Refinery)



(1) Olefins consist of "light" hydrocarbons such as propylene and butylene.

Alkylation units in refineries use either sulfuric acid or hydrofluoric acid as the catalyst material. Sulfuric acid has been the preferred technology due to its lower maintenance costs, safer handling, more environmentally friendly profile, and product quality. Hydrofluoric acid also is a more hazardous substance that typically requires additional safety precautions. Sulfuric acid catalysts are consumed as part of the alkylation process, and therefore need to be continually replaced with fresh catalyst. Sulfuric acid is used in approximately half the refining capacity in the United States. We believe that government regulations as well as the characteristics of sulfuric acid compared to hydrofluoric acid will cause refiners to select sulfuric acid technology in building or converting new alkylation units.

There are significant shale natural gas deposits in the United States. The United States Energy Information Administration predicts that by 2035, 46% of the United States' natural gas supply will come from shale gas. The proliferation of shale gas has increased natural gas liquids production in the United States from 2.1 million barrels per day ("MMbbl/day") in 2010 to 3.6 MMbbl/day by February 2017 according to the Energy Information Administration. Alkylation units are used to upgrade natural gas liquids, which are light, lower value compounds, to higher value-added refined products that can be blended into the gasoline pool. The Organization of the Petroleum Exporting Countries expects 74% of oil production growth for 2017 in the United States to be driven by the expanding production of shale oil, which would result in higher production of refined products. In addition, these refined products are increasingly being exported due to the historically lower cost of natural gas in the United States. According to the Energy Information Administration, exports of refined gasoline products from the United States have increased from 2.0 MMbbl/day in 2010 to 3.0MMbbl/day in 2016.

According to the Energy Information Administration, the demand in the United States for premium gasoline, which has higher octane and alkylate content than regular gasoline, grew at a compound annual growth rate of 6.1% from 2011 to 2016 as a result of higher octane requirements in higher turbocharged compression engines. The number of turbocharged light-duty vehicles in the United States is expected to make up approximately 83% of all light-duty vehicles by 2025, a significant increase from approximately 18% in 2014, which we believe will increase the demand for higher-octane gasoline. Higher production of natural gas liquids and increased demand for premium gasoline is expected to drive higher alkylation utilization and capacity.

Consumer Products

We sell a variety of our products as additives, ingredients, and precursors for consumer products. This industry generally has not exhibited as pronounced cyclicality as other industries because products such as cosmetics, toiletries, and cleaning products are vital to consumer's daily routines. Examples of such products include toothpaste, hair and skin care products, Epsom salt and automatic dishwashing detergents. We also address food and beverage applications such as materials for purification of beer and cooking oil. Growth in these end uses is expected to be driven by shifting consumer preferences, consumer demand for safer and more environmentally friendly products, and the increased demand for consumer products as a result of global demographic and development trends.

Consumer products companies compete by constantly investing to improve their product's quality and performance. This improvement is critical to maintain their competitive advantage and brand equity in a dynamic industry that is constantly responding to shifting consumer preferences. We produce additives and ingredients that allow these companies to develop new products. For example, we have collaborated with leading consumer products companies over a number of years to develop a family of gentle silica-based dentifrice abrasives that produce more effective cleaning toothpastes.

Another key trend has been the increased demand by consumers for more sustainable, safe, and environmentally friendly products. Consumer products manufacturers have been challenged to develop products that meet these constraints without compromising quality and performance. Consumers have an increased awareness of product safety through online resources such as government databases and social media. Products such as cosmetics and toiletries are now more often promoted with labeling indicating that the product is free from harmful ingredients. For example, some cosmetics include labeling that indicates no parabens, sulfates, silicones, or petroleum derivatives. In addition, some consumers are more concerned about the environmental impact and sustainability of the products they use as evidenced by consumer products companies' marketing campaigns and product branding addressing those issues. Our performance materials and chemicals business produces materials which are often being used as a substitute for other materials because our products are more environmentally friendly. For example, our specialty silicates are displacing phosphates in dish detergents and our silicate and silicate derivatives are recognized on the EPA's Safer Chemicals Ingredients List for its Safer Choice products program.

In addition, demographic shifts in developed economies and wealth proliferation in developing economies are also driving increased demand for consumer products. In addition, the growth of the middle class in countries such as China and India are also driving growth of consumer products. According to an industry source, the consumption of cosmetic chemicals is expected to grow on average at 3.8% globally, 7.9% in China, and 3.6% in other Asian countries (excluding Japan) between 2015 and 2020.

Highway Safety and Construction

Demand for our performance materials products is expected to grow due to favorable highway and construction industry dynamics including increased highway safety expenditures, product innovation in highway safety, and formulations shifts in adhesives, cements, and coatings.

Highway Safety. We produce highway and runway marking products that are used in the highway safety industry. Highway safety spending is generally predictable given the ongoing replacement and maintenance requirements as a result of road use. Road maintenance and road construction spending have historically been resilient during economic downturns as they are often used as a form of government stimulus.

Growth drivers in highway safety include the need to invest in the aging United States highways and local roadways, the aging of populations in developed economies which increases the need for greater pavement marking visibility, increased public awareness of the costs associated with road injuries and fatalities and to

address concerns from autonomous vehicle manufacturers. We believe that our road marking products can be very cost effective investments to address these trends. Demand for road markings in excess of periodic maintenance and road construction is expected to come from the implementation of brighter lines, more roads with edge lines, wider lines and more use of double lines to improve safety. As a result of these trends, United States federal highway spending has increased in seven of the ten years between 2005 and 2015.

Highway safety spending in developing economies is expected to grow faster than in developed economies as a result of their faster pace of construction of road infrastructure. Road marking in Europe and Japan generally exceed those in the United States, which we believe is a growth opportunity for our highway safety products to the extent the United States seeks to achieve similar standards.

Construction. Our products are additives for many construction products such as adhesives, cements, grouts, and surface coatings. Trends in this sector include the need for improved performance in products to address construction and infrastructure challenges such as customer requirements for more reliable and longer lasting materials. In addition, the trend toward more environmentally friendly products is also driving new product development. Growth in these products is driven by construction for new residential, commercial, and institutional infrastructure and for maintenance of existing infrastructure. Adhesives and coatings make up a large portion of the demand. According to an industry source, the coatings industry is expected to grow at a compound annual growth rate of 4% from 2016 to 2021.

According to an industry source, demand for adhesives in North America, Western Europe and Japan is expected to grow at a compound annual growth rate of 1 to 3% from 2015 to 2020. In contrast, demand for adhesives in China is expected to grow at a compound annual growth rate of 6% from 2015 to 2020.

Additives into these applications are usually only a small portion of the overall product cost yet they are critical to product performance. For example, in coatings, additives seldom exceed 5% of the volume of the formulation versus higher volume components such as resins, solvents (if solvent-based versus water-based), and pigments. These additives are priced based on performance and generally have high and stable margins. For example, we produce products that act as matting agents in coatings that replace more expensive materials in the coating formulation such as strontium chromate while maintaining product performance.

Regulations and consumer preferences are driving our customers to develop more environmentally friendly products such as coatings that meet global and local volatile organic compounds (“VOC”) requirements. Our products are used in waterborne coatings that are growing as a result of this low VOC requirement trend. We also supply our silicates for use in geopolymer products, a more environmentally friendly alternative to portland cements. Our additives allow for the geopolymer products to be manufactured at room temperature from waste materials resulting in a lower carbon footprint at a lower cost for customers.

Packaging and Engineered Plastics

We believe our catalysts and performance materials product will benefit from the continued growth in plastics in consumable and durable end use applications. Specifically, sales of plastics, such as polyolefins, nylons, and acrylics, continue to grow by displacing traditional materials, such as metal, glass, and wood in packaging, container, display, and building product end uses among others. Engineered plastics are expected to continue displacing metal in automotive, aerospace, and electronics applications to lightweight vehicles in response to fuel mileage standards, such as CAFE standards, and increased performance and reliability trends. Engineered plastics also add increased chemical and weather resistance among other attributes as compared to substitute products.

Polyolefins. Our catalysts and catalysts supports are used in the production of HDPE, which is a high strength and high stiffness polyethylene used in packaging films, bottles, containers, and other molded

applications. According to an industry source, North American HDPE capacity is expected to grow at a compound annual growth rate of 5% from 2016 to 2020, driven by general economic activity growth and the increased utilization of HDPE as a substitute for heavier and more expensive materials such as glass and metals. Further, we believe that we are well positioned to benefit from the increased HDPE capacity being built in the United States, due to our strong competitive position, and also as a result of ongoing investment in the United States by petrochemical companies given access to lower cost United States shale gas.

Engineered Plastics. Demand for acrylic plastics such as polymethyl methacrylate ("PMMA"), the polymer methyl methacrylate ("MMA"), is growing due to the displacement of glass in furniture, signage, and auto components. PMMA, also known as acrylic, is a clear scratch-resistant plastic used in sheet or molded form to replace glass and as a durable surface coating. A new MMA production facility requires an initial amount of catalyst and then requires smaller replacement amounts each year. According to an industry source, global MMA capacity is expected to grow at a compound annual growth rate of 3% from 2016 to 2021.

Composites. Composites are increasingly used as a component in the manufacture of automotive vehicles, given their lightweight properties in order to meet tightening mileage and performance standards. One type of composite is a plastic that is mixed while with a reinforcement material. Our solid and hollow microspheres are used as reinforcement material to produce composites that are lightweight and able to displace heavier plastics. These low-cost and anti-warping additives used in these composite formulations assist in the processing and use of plastics. In automobiles, composites are also displacing metal to reduce weight while performing to required standards. Given these trends, demand for composites in the United States is expected to grow at a compound annual growth rate of 4.9% from 2016 to 2022 according to Composites Manufacturing Magazine.

Industrial & Process Chemicals

Industrial and process chemicals encompass a combination of diverse end uses where our chemicals are used as ingredients, precursors, and additives into chemical and industrial company products and applications. Key end uses for our products include green tires where our silicate precursors assist in reducing rolling resistance, municipal water treatment, where our silicates are used to inhibit pipeline corrosion, and in global manufacturing, where our performance materials are used in metal finishing. In addition to any growth consistent with general economic growth, we believe that demand for our products will also benefit from the trend toward more environmentally friendly products, such as in the green tire end use.

Green Tire. Increasingly stringent fuel mileage standards for automobiles and deteriorating air quality are driving automobile manufacturers to use alternative products to reduce vehicle emissions. Green tires have been developed to perform with lower rolling resistance than standard tires to reduce fuel consumption and the resulting emissions. The performance is enabled by a formulation in which precipitated silica and silanes are added to replace carbon black to achieve up to an 8% savings of fuel consumption. The amount of precipitated silica in green tires is double the amount in standard tires. The demand for precipitated silica in green tires is expected to grow at a compound annual growth rate of 10.6% from 2015 to 2020, according to Notch Consulting.

Water Treatment. Our silicates are used in water treatment chemicals as an inorganic corrosion inhibitor. Silicates provide protection to iron and steel by prohibiting corrosion by forming a protective layer in the pipe. The water treatment industry has been relatively stable given the continual need for clean municipal water independent of business cycles. We believe this industry will grow as a result of increasing water purity standards worldwide.

Metal Finishing. Our performance materials products are cost-effective, highly reliable abrasives used in metal finishing processes used in cleaning, peening, finishing and deburring metals. Our products are also used to surface-treat wood, stone, ceramics and glass. The metal finishing process is most prevalent in the aerospace and defense, automotive, and general industrial manufacturing industries where metal surfaces are hardened, such as for compressor blades in aerospace and power generation industries. We believe that our performance materials

products are a preferred substitute for other media such as industrial sand, aluminum oxide, iron, and steel, because they do not damage parts but do allow for better process control, limit surface contamination, and are more environmentally friendly.

Natural Resources

We supply products to the oil and gas industry as ingredients and additives into oilfield chemicals for completion materials and drilling fluids. Completion materials, such as cement, are used after drilling in order to set a well for production, i.e. extraction of the oil and gas. In addition, we supply materials that are used in the production of metals in the mining process, such as in copper mining.

The oil and gas industry in the United States experienced a significant downturn which began at the end of 2014, with the decline in oil prices. The drilling and completion of wells declined significantly in response to the weak oil price environment. According to Wood Mackenzie, drilling and completion spending in North America fell 68% from 2014 to 2016. Some of our products are used in the oil and gas industry as additives to the cement used in well completions and solid microspheres added in to oil-driving muds. Sales of our products to the oil and gas industry declined in line with the decline in activity levels in this industry. According to an industry source, North American rig counts have more than doubled since June 2016 with U.S. shale oil drilling activity in the United States experiencing a recovery as compared to 2016 levels. Drilling and completion activity is expected to continue to recover. According to an industry source, upstream exploration and production annual spending in North America is expected to reach $233 billion in 2021, or 71% of 2014 peak spending levels, compared to $131 billion expected for 2017.

In the mining industry, we sell sulfuric acid that is used by mining companies in the recovery and leaching of copper from ores. Global copper consumption has typically grown in line with gross domestic product, driven by the industrialization of developing economies, global urbanization, and increasing global power demand. Because our customers generally operate mines at predictable output volumes regardless of commodity price, as consumer consumption tends to be inelastic, our sulfuric acid sales have historically been relatively stable and predictable. Customers in the mining industry are one of the few types of sulfuric acid customers who can buy acid from any location. We supply large mines in the western United States. Given the proximity of our manufacturing locations to the mines, we are able to limit our freight costs for our virgin sulfuric acid.

BUSINESS

We are a global provider of catalysts, specialty materials and chemicals, and services with leading supply positions across our portfolio. We compete in the global specialty chemicals and materials industry where we seek to focus on attractive, high-growth applications. Our products and services provide critical performance to our customers' products and we are able to offer many of our customers regionally sourced materials to reduce costs and improve delivery logistics. We provide our customers with a combination of product technology and applications knowledge, global supply chain capabilities, and local production and logistical support. We have two reporting segments: environmental catalysts and services and performance materials and chemicals. In our environmental catalysts and services segment, we have three product groups: silica catalysts, zeolite catalysts, and refining services. In our performance materials and chemicals segment, we have two product groups: performance materials and performance chemicals. Through these product groups we serve a diverse set of end uses and geographies.

The table below summarizes certain information regarding our two reporting segments and our five product groups for the year ended December 31, 2016.

	Year ended December 31, 2016							
(Dollars in millions) Segments and Product Groups	Sales	% of Total Sales	Pro Forma Adjusted Sales(1)	% of Total Pro Forma Adjusted Sales(1)(2)	Net Loss	Pro Forma Adjusted EBITDA(1)	% of Total Pro Forma Adjusted EBITDA(1)(3)	Estimated Supply Share Position(4)
Environmental Catalysts and Services:								
Silica Catalysts	$ 53.0	5.0%	$ 84.2	5.5%				#2
Zeolite Catalysts	—	—	131.3	8.5%				Primarily #1 or #2
Refining Services	373.7	35.0%	373.7	24.3%				#1
Subtotal	$ 426.7	40.0%	$ 589.2	38.3%		$ 221.8	48.9%	
Performance Materials and Chemicals:								
Performance Chemicals	$ 437.5	41.0%	$ 663.9	43.2%				Primarily #1(5)
Performance Materials	206.5	19.4%	291.3	19.0%				Primarily #1(6)
Sales Eliminations	(5.0)	(0.4%)	(8.0)	(0.5%)				
Subtotal	$ 639.0	60.0%	$ 947.2	61.7%		$ 231.8	51.1%	
Eliminations / Corporate	(1.5)		(2.1)			(32.8)		
Total	$1,064.2	100.0%	$1,534.3	100.0%	$(79.7)	$ 420.8	100.0%	

(1) Pro forma adjusted information gives effect to the consummation of the Business Combination and the related financing transactions as if they occurred on January 1, 2015 and include our proportionate share of the results of our Zeolyst Joint Venture, which we account for as an equity method investment in accordance with GAAP. For the year ended December 31, 2016, we had pro forma adjusted sales of $1,534.3 million, which included $131.3 million representing our 50% proportionate share of our Zeolyst Joint Venture total net sales. As a result, the pro forma adjusted information presented does not reflect our results as presented in our consolidated financial statements in accordance with GAAP.

(2) Percentage calculations exclude $2.1 million in intersegment sales eliminations.

(3) Percentage calculations exclude $32.8 million in corporate expenses.

(4) Estimated supply share positions are based on management's estimates based on the 2016 sales volume and represent our estimated global supply share positions for each of our product groups, except that the estimated supply share position for our refining services product group reflects our estimate of only our supply share position in the United States and excludes volume attributable to manufacturers who produce primarily for their own consumption.

(5) We believe we hold #1 supply share positions with respect to products that accounted for approximately 73% of our performance chemicals product group's 2016 pro forma adjusted sales, and that we hold #2 supply share positions with respect to products that accounted for the remaining approximately 27% of our performance chemicals product group's 2016 pro forma adjusted sales.

(6) We believe we hold #1 supply share positions with respect to products that accounted for approximately 89% of our performance materials product group's 2016 pro forma adjusted sales, and that we hold #2 supply share positions with respect to products that accounted for the remaining approximately 11% of our performance materials product group's 2016 pro forma adjusted sales.

Environmental Catalysts & Services

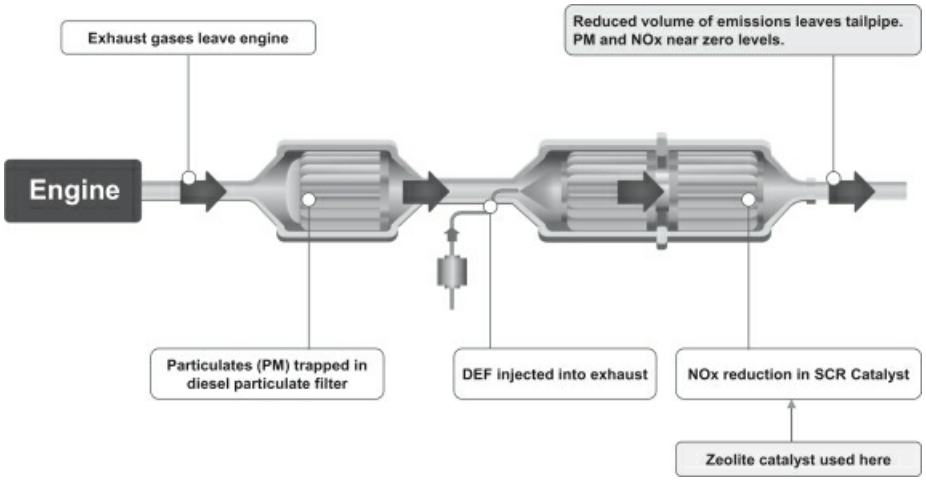
Our environmental catalysts and services business is a leading global innovator and producer of catalysts for the refinery, emissions control, and petrochemical industries and is also a leading provider of catalyst recycling services to the North American refining industry. We believe our products are mission critical for our customers in these growing applications and impart essential functionality in chemical and refining production processes and in emission control for engines. Our catalysts are highly technical and customized for our customers, and can require up to ten years of development and collaboration with customers in order to commercialize. Catalyst specifications are constantly evolving in order to address changing customer demands and requirements for lower cost and improved quality. As a result, we must continuously collaborate with our customers to create new and more efficient pathways for the production of chemicals and fuels. Our environmental catalysts and services business consists of three product groups: silica catalysts, zeolite catalysts, and refining services.

Silica Catalysts. In our silica catalysts product group, we sell both the finished catalyst and catalysts supports, which are critical catalyst components, for the production of HDPE, a high strength and high stiffness plastic used in packaging films, bottles, containers, and other molded applications. We also produce a catalyst that is used globally for the production of methyl methacrylate, the monomer for acrylic engineering resins, a clear scratch-resistant plastic used in sheet or molded form to replace glass and as a durable surface coating. Because these catalysts are highly technical and customized for our customers to produce resins with specific properties, they are often covered under long-term supply agreements and, in some cases, we are a customer's sole source supplier. In addition, we produce silicas products that are used to prevent opposite faces of polyolefin and polyester films from adhering to one another during manufacturing or otherwise.

Zeolite Catalysts. Our zeolite catalysts product group is a leading global supplier of emissions control catalysts as well as a supplier of specialty catalysts, precursors, and formulations to refineries and downstream petrochemicals and chemical companies. We operate this product group through our Zeolyst Joint Venture. These specialty zeolite-based catalysts are sold to the emissions control industry for use in diesel emission control units in both on-road and non-road diesel engines. In addition, our zeolite catalysts product group is a leading supplier to the hydrocracking catalyst industry as a direct seller and supplier to other catalyst suppliers.

Our specialty zeolite catalysts are used in an advanced emission control technology called selective catalytic reduction. This process uses ammonia to react with engine exhaust gases via our catalysts in order to convert nitrogen oxides, a pollutant, into nitrogen and water. We believe that our zeolite catalysts can enable selective catalytic reduction technology to reduce the amount of nitrogen oxides in such exhaust gases by more than 90%. A schematic of a typical diesel emissions control system is below.

Representative Diesel Emissions Control System



We believe that this technology is one of the most cost-effective methods to reduce diesel engine emissions. Emissions control regulations have created demand for this technology and we believe that future regulations will generate additional growth and development opportunities for this technology and, as a result, our zeolite catalysts and precursors.

Our Zeolyst Joint Venture is a long-standing partnership dating back to 1988, which combines our expertise in zeolites supply and technology with our partner's expertise in global refinery catalyst sales and technology. We supply sodium silicates from our performance chemicals product group to the Zeolyst Joint Venture to make specialty zeolites, which are used as precursors in emissions control and custom catalysts. We also produce specialty zeolites that are precursors for the production of hydrocracking catalysts and other refinery and petrochemical catalysts that are used by our other product groups and sold to third parties. We manage the production of these specialty zeolites given our expertise in zeolite production. These catalysts include aromatic catalysts that upgrade aromatic by-product streams, dewaxing catalysts that improve lube oil performance and diesel cold flow performance, and paraffin isomerization catalysts that upgrade olefins to high octane gasoline blending components, for refinery and petrochemical customers.

Refining Services. Sulfuric acid is the primary catalyst used in the production of alkylates for gasoline production at refineries. Alkylates are a critical additive that increases octane in gasoline at low vapor pressure, which is needed in order for turbocharged engines to meet increasingly stringent fuel efficiency standards. Our refining services product group provides recycling and end-to-end logistics for refiners who use sulfuric acid in their alkylation units. These recycling units also produce virgin sulfuric acid and sodium bisulfate, which we sell into the water treatment, mining, and general industrial and chemicals industries.

After sulfuric acid is used in an alkylation unit, it becomes spent acid, which is diluted with water and hydrocarbons, and then needs to be recycled before it can be reused. Sulfuric acid regeneration enables refineries to manage their spent acid and obtain fresh acid for reuse in their alkylation processes. Because storage space for fresh

and spent acid is typically limited, and the cost to refineries of interruption to their alkylation units would be significant, refineries seek to have a continuous and reliable source of supply for sulfuric acid. By providing regeneration services, as well as purchasing by-product sulfur from customers as a source of energy and for use in manufacturing virgin sulfuric acid, we believe that we provide our refining customers with a full solution for their sulfuric acid needs. Our refining services product group is highly regionalized due to shipping costs and our customer integration requirements. Our facilities are located near or, in some cases, within our customers' refineries and our products are often supplied directly to our customers by pipeline. In addition product can be shipped by barge, rail and truck. As a result, we believe that our integrated and strategically located network of facilities and logistics assets in the United States provides us with a significant competitive advantage and would be costly for our competitors to replicate.

We believe that we benefit from industry economics that favor incumbent producers because the capital cost to expand existing capacity is typically significantly less than the capital cost necessary to build a new plant and new plants can involve more challenges in obtaining the necessary local, regional and state permits. In addition, existing supply chains, including captive pipeline connections and other transportation logistics add to the competitive advantages available to incumbent producers. As a result, we believe that our integrated and strategically located network of facilities and end-to-end logistics assets in the United States provide us with a significant competitive advantage and would be costly for our competitors to replicate. In 2016 we estimate that our refining services product group had a regenerated sulfuric acid supply share in excess of 50% in the United States, which we believe is substantially larger than our closest competitor.

Sulfuric acid is created either through the burning of sulfur in furnaces, or as a by-product of other industrial processes, primarily the smelting of copper and other base metals. We produce a range of virgin sulfuric acid products by burning sulfur in our plants for supply to a diverse set of end uses. Sulfur-burned acid is generally considered to be of higher purity and quality than smelter-produced acid and, as a result, smelter-produced acid is not suitable for some industrial users including several of our larger customers who require higher quality and differentiated sulfuric acid products, such as super-saturated sulfuric acid (oleum) and other high purity specialty acids. Virgin sulfuric acid and regenerated sulfuric acid are manufactured in our regeneration plants using the same production equipment and, in addition, we have one facility in Houston, Texas that produces only virgin sulfuric acid from sulfur.

Sales & Marketing. Our sales and marketing strategy for our environmental catalysts and services business is based on a collaborative approach to working with our customers. We have a proven track record of working closely with customers to develop and manufacture highly technical and customized products for specific uses, which generally requires significant technical support and collaboration. In our catalyst product groups, the sales force and technical experts from our research and development facilities assist with the design and development of new products for a client's specific needs. This type of close working relationship often requires a non-disclosure agreement and joint development agreement and, in some cases, has enabled us to obtain exclusive supply arrangements for the developed product.

Our refining services product group relies on an experienced direct sales force to market our products and services. Our sales force and product stewardship staff remain engaged with our customers from the initial negotiation and implementation of a supply arrangement through the term of such supply arrangement and, in many cases, our sales force and product stewardship staff provide technical assistance to customers for the safe handling and storage of our products. We also rely on established chemical distributors to market and sell our virgin sulfuric acid and aluminum sulfate.

Our refining services product group is an end-to-end business model, taking spent acid from the back end of our customer's production processes and returning cleaned, regenerated sulfuric acid via barge, trucks, rail, and pipeline for reuse by our customers. Spent acid for our refining services is generally supplied to us as part of a long-term supply contract. Pipelines are typically owned by our customers, while rail, road and some barge assets are typically third-party leased, and most barges are generally owned by the company. Managing the logistics involved in this end-to-end business model is a critical part of our refining services.

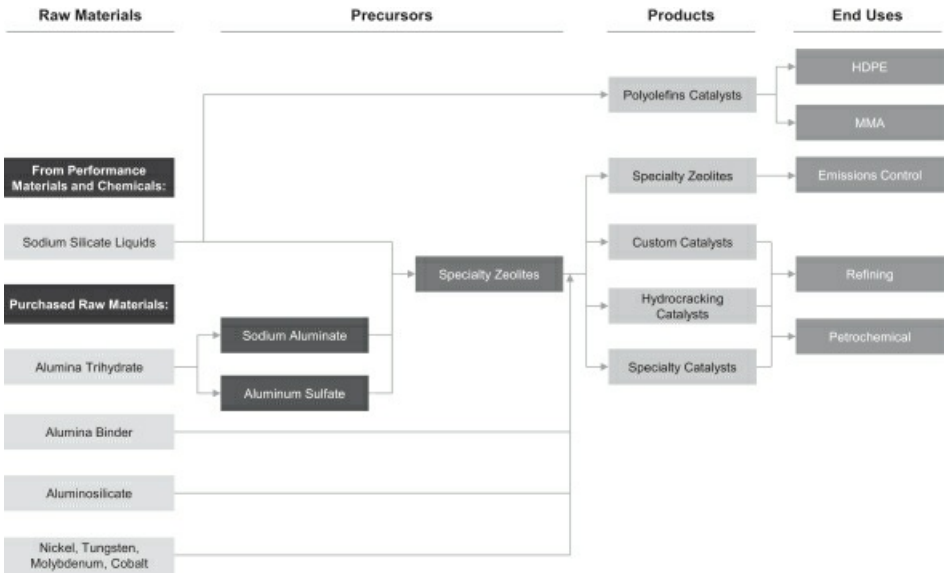
Most of our refining services contracts feature take-or-pay volume protection and/or quarterly price adjustments for commodity inputs, labor, the Chemical Engineering Plant Cost Index or natural gas. In 2016, approximately 94% of our refining services product group pro forma sales were sold under contracts that included some form of raw material pass-through clause. These price adjustments generally reflect our refining services actual cost structure in producing sulfuric acid, and tend to provide us with some protection against volatility in labor, fixed costs and raw material pricing. Freight expenses are generally passed through directly to customers. Excluding contracts with automatic evergreen provisions, approximately 60% of our sulfuric acid volume for the year ended December 31, 2016 was under contracts expiring at the end of 2019 or beyond.

Competition. Our silica catalysts and zeolite catalysts products groups are leading global catalyst platforms that primarily produce catalysts and services for customers in the petrochemicals and refining industries. In these areas we primarily compete with other global producers such as W.R. Grace, BASF, UOP, and Albemarle, as well as other niche competitors such as Tosoh, Axens, and Haldor Topsoe, and we typically compete on the basis of performance, product consistency, reliability, and responsiveness to changes in customer demand.

Refining services is a regional business due to shipping costs and customer integration requirements, and therefore our network of facilities is concentrated in the major areas of growth in sulfuric acid demand in the United States. These plants are located close to our major refining services customers and are typically integrated through well-established supply chain networks, including in some cases captive pipelines connecting us to our refining services customers. We compete in the North American refining services industry with competitors such as Chemtrade and Veolia and we compete on the basis of price, reliability, and responsiveness to changes in customer demand, which is a function of scale, proximity to customer locations and operational expertise. We estimate that our refining services product group holds the number one supply share position in the United States in sulfuric acid regeneration based on 2016 sales volume with an estimated 53% supply share. We also estimate that we had a 64% supply share in each of the West Coast and Gulf Coast regions based on 2016 sales volume, which we believe was greater than three times the supply share of our largest competitor.

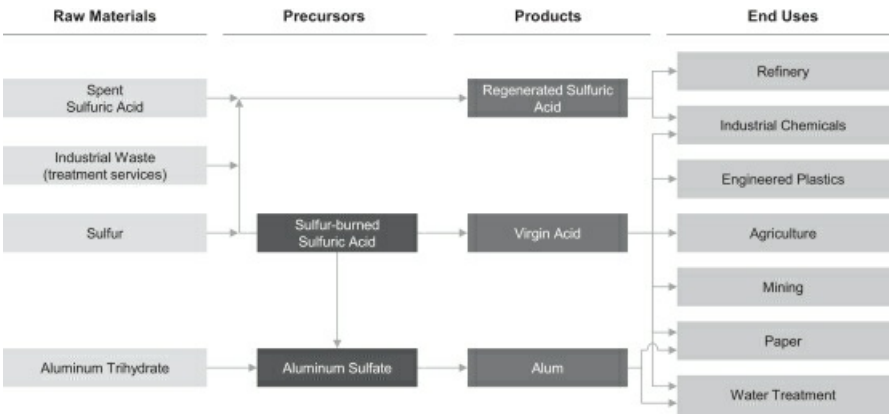
Manufacturing. We manufacture our zeolyst-based catalyst products using sodium silicates liquids from our performance chemicals product group to make specialty zeolite products, which are either used directly to produce catalysts or are sold as a precursor to other catalyst manufacturers.

Catalyst Manufacturing Platform



We produce regenerated sulfuric acid and virgin sulfuric acid through our furnace operations. Regenerated sulfuric acid is produced by breaking down the spent acid in our furnace into the usable components of sulfuric acid and water. Virgin sulfuric acid is produced by burning sulfur and certain sulfur-rich components at high temperatures within a furnace. The chart below summarizes the manufacturing platform for our refining services product group.

Refining Services Manufacturing Platform



Performance Materials & Chemicals

Our performance materials and chemicals business is a silicates and specialty materials producer with leading supply positions in North America, Europe, South America, and Asia serving diverse and growing end uses such as personal and industrial cleaning products, fuel efficient tires ("green tires"), surface coatings, and food and beverage. Our products are essential additives, ingredients, and precursors that are critical to the performance characteristics of our customers' products, yet typically represent only a small portion of our customers' overall end-product costs. We believe that our global footprint enables us to compete more effectively on a global basis due to the costs associated with shipping these products over extended distances. We believe that our network of strategically located manufacturing facilities allows us to serve our customers at a lower cost than our competitors and with quicker delivery times for our products. Our performance materials are also used in some cases as a substitute for less environmentally friendly materials. For example, specialty silicates are displacing phosphates in dish detergents, precipitated silicas are displacing carbon black in tires, and hollow and solid microspheres are displacing plastic volumes in transportation lightweighting applications. Our performance materials and chemicals business consists of two product groups: performance chemicals and performance materials.

Performance Chemicals. Our performance chemicals product group includes silicate products and derivatives, which are used in a variety of applications such as adsorbents for surface coatings, clarifying agents for edible oils and beverages, precursors for green tires, and additives for cleaning and personal care products. Silicates are a family of products manufactured primarily from readily available materials, such as industrial sand and soda ash. These raw materials are typically fused in a furnace and then dissolved in water under pressure to form water-soluble silicates for use in our downstream products, such as precipitated silica and silica gels. We sell our performance chemicals products to customers who use silicates as precursors, such as sodium silicates that are used in the growing precipitated silica end uses, as well as for downstream derivative products, such as silicas used as additives in toothpaste formulation and silica gels that are used as adsorbents in food and beverage manufacturing.

Our performance chemicals product group, which is the backbone across our additives and catalyst platform, is highly regionalized because of the expense of shipping sodium silicates extended distances due to their water content. As a result, our network of regional silicate plants is strategically located to support the customers that we serve. In addition, we maintain a few larger dedicated facilities to service our derivative products. Our performance chemicals product technology requires significant know-how and scale in order to be able to operate in a cost effective manner. We believe that we are the only global silicates producer who can supply all of the major regions and we estimate that we have three times the sodium silicates supply share as our nearest competitor based on 2016 sales volume. Key end uses for our performance chemicals products include catalyst precursors, food and beverage, personal care, cleaning products, coatings, tires, soil stabilization, paper de-inking, and sequestration.

Silicates. Silicates and their family of derivatives, such as silicas, have functional attributes that are used as additives and ingredients to enhance product performance as binders, fillers, flow control agents, and carriers in our customers' products. Our silicates are used in a diverse range of applications. In detergents and cleaning products, silicates provide corrosion inhibition, alkalinity, emulsification, and deflocculation. In construction materials such as roofing granules, cement, ceramics, adhesives, and coatings, our products are used as a binding agent. In addition, our products are ingredients in the consumer products, which includes personal care and consumer cleaning products, where customers are seeking more environmentally friendly products without loss of effectiveness or performance. We believe that our products have the environmental and safety profile to address these evolving customer demands. Silicates and silicate derivatives are recognized on the Safer Chemicals Ingredients List of the EPA's Safer Choice program, which we believe positively impacts our ability to compete in the consumer products applications.

Silica Derivatives. Silica derivatives include specialty silicas, zeolite products, spray dry silicates, magnesium silicate, and other specialty chemicals. Silica derivatives are used in personal care products as a

binder in pharmaceutical products, and as a source of alkaline in cleaning products, such as industrial cleaners. In addition, our silica derivatives are used in natural resources applications such as in drilling fluids as a lubricant binder. Some of our silicas and zeolites are used by our environmental catalysts and services business to produce catalysts and catalyst precursors. We believe that this internal source of supply is a competitive advantage both for our performance chemicals product group, which can take advantage of opportunities to maximize the use of our sodium silicates production capacity and for our silica catalysts and zeolite catalysts product groups, which are able to access a consistent quality source of precursors.

Silica Gels. Silica gels are used as drying agents or adsorbents and desiccants for food and industrial products. For example, silica gels are used in the brewing industry to remove certain compounds that cause chilled beer to look cloudy, and are used as clarification agents for wines and fruit juices, and as an adsorbent of free fatty acid and other contaminants in the refining of cooking oils. In personal care, silica gels are used as carriers for vitamins and pharmaceuticals, and as a flow conditioner and an oil absorption agent in face powders. In industrial and engineered plastics, silica gels are used for gloss control in coil, wood, general industrial, leather and other high-performance surface coatings applications. In addition, highly-porous specialty silica gels are used in ink-receptive coatings for inkjet media. Some recently developed silica-based products are designed for ultraviolet-cured coatings and other low solvent formulations that offer more environmentally friendly characteristics. Silica gels are also used to create coatings that have significant capacity to absorb ink in order to allow for quick setting of colorants and faster ink dry times, which can improve color density and reduce ink bleed.

Precipitated Silicas. Precipitated silicas represent the largest volume of specialty silicate products based on 2016 sales volume, but are also concentrated among a limited number of suppliers. Precipitated silica applications include filler in rubber for green tire applications and gel dentifrice formulations used in toothpaste as an abrasive or thickener. Precipitated silicas are an alternative to calcium phosphates because of their compatibility with different fluorides and their softness. In addition, precipitated silicas are used as functional filler in polyethylene membranes for lead-acid batteries, which are used in most automobiles. In agricultural end uses, precipitated silicas are used as carriers for liquid ingredients in dry animal feeds and as a flow aid and dispersant in insecticide formulations for crop care. We continue to collaborate with our customers to innovate in this industry. For example, we recently worked with certain customers to deliver new products for whitening and desensitizing toothpaste applications that offer improved cleaning performance with low abrasion.

Zeolites. We produce zeolites by combining sodium silicate with aluminum trihydrate and other materials. These products are used as adsorbents and detergents. We also use these products to serve newer applications such as stabilizers in the production of polyvinylchloride, a titanium dioxide replacement for paints and coatings, and coatings applications for food grade paper.

Other Specialty Silicates. Other specialty silicates that we produce are used for a variety of industrial, personal care, and cleaning products. End uses include refractory, cleaning products, oil processing, hair bleach, fire retardants, water treatment, and adhesives. Our specialty silicate products are also used in drilling fluids for oil and gas wells to maintain drill hole integrity.

Performance Materials. Our performance materials product group includes specialty glass products, such as highly engineered microspheres made from either recycled glass or fresh batch material using our proprietary furnace operations. We believe that we are the industry leader in North America, Europe, South America, and Asia (excluding China) in microspheres. These products are used in the reflective markings used on roads and runways to enhance visibility at night and in poor weather to improve safety. Our microspheres, which can be solid or hollow, are also used as additives in plastics for lightweighting and in abrasive media, where they are used to clean, peen and debur metal surfaces, such as for turbine blades used in aerospace and power generation industries.

In the highway safety applications, our microspheres are used with a variety of binders, such as water- and solvent-borne paint, epoxy coatings, and thermoplastics. Our microspheres are mixed in with, or dropped into,

these binders as pavement markings are being applied. These microspheres remain partly exposed after the markings dry and provide retroreflectivity that increases the visibility of the road markings at night and during inclement weather. We sell these microspheres primarily to federal and state government agencies, municipalities, highway contractors, binder manufacturers and airport agencies. Demand for our performance materials products has grown as a result of increased spending for maintenance and upgrading of existing roads and the construction of new roads around the world. Demand for our highway safety products is principally driven by replacement demand and new road construction and, as such, demand for these products has grown through economic cycles without exhibiting as pronounced cyclicality as other end uses. Highway safety budgets in the United States are typically funded by taxes on gasoline and are not typically tied to economic cycles or to the state and local government budgeting process. The United States federal government has taken an active role in implementing regulations and initiating infrastructure development in an effort to improve highway safety. In addition, the continuing need to maintain and upgrade an aging United States highway infrastructure, has translated into relatively consistent government expenditure in this area. The most recent innovation from our performance materials product group is our ThermoDrop product, which simplifies the road striping operations for our customers by using a new durable thermal plastic road marking material. We have also introduced a new faster-drying road marking system, Visilok, which can reduce traffic disruption during striping operations and improve road worker safety by reducing the amount of time needed to complete the road marking process.

We also sell highly specialized solid and hollow microspheres and metal coated particles for a variety of uses such as plastic additives, conductive applications, metal finishing, and other industrial and consumer applications. For metal finishing, our performance materials are propelled from blasting equipment to clean, peen, debur, and finish metal in industrial and process chemical end uses. Our performance material products offer the ability to design lighter parts while maintaining strength and reliability. Our performance materials are often a preferred substitute for other media such as industrial sand, aluminum oxide, iron and steel because they do not damage parts and they allow for better process control, limit surface contamination, and can be more environmentally friendly.

Other applications for our microspheres include additives into paints and coatings for thermal insulation, to reduce weight and ingredients in cosmetics to improve feel attributes and improve flow functionality. Our microspheres are also used in drilling fluids to provide lubrication and strength. Within the natural resources industry, our performance materials are used in oil-drilling muds to improve lubricity and reduce friction in horizontal drilling. In addition, our hollow microspheres are used as sensitizers for water-based industrial explosives in mining, quarrying, and construction. Sensitizers are also used in explosives to increase the energy of a detonation.

We believe that our industry leadership position, scale, and industry presence provides us with a competitive advantage over competitors who compete only in particular end uses. We believe that it would be costly and difficult for a new entrant or existing competitor to replicate our breadth or economies of scale in the production of microspheres.

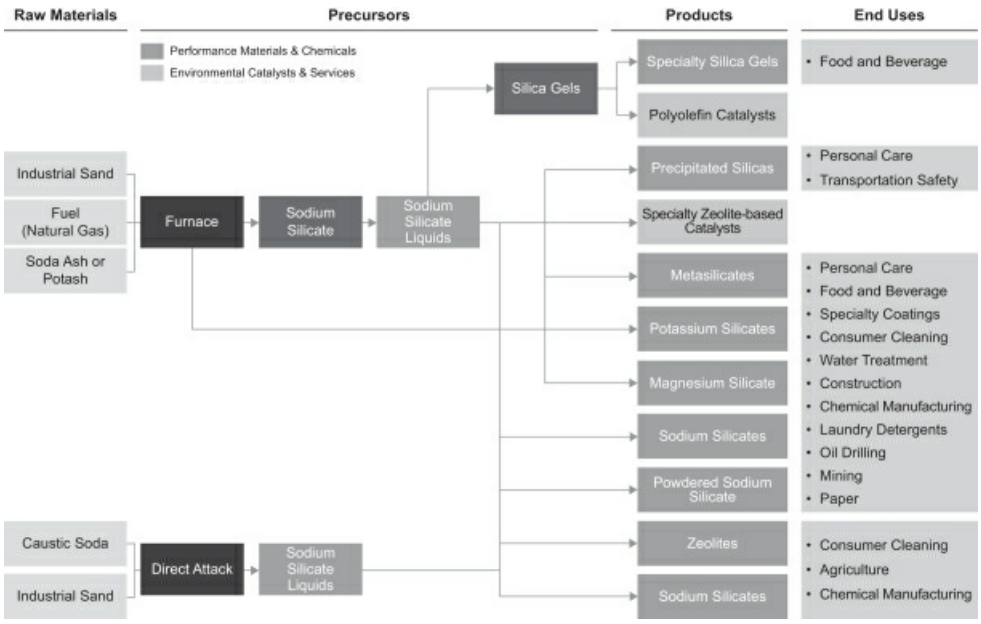
Sales & Marketing. Our performance chemicals product group relies on a direct sales force to market our broad array of products. For most customers, our direct sales force calls on the customer, supported by our experienced technical staff. Our global sales force and technical staff employ a proactive and collaborative approach to the sales process. In many cases, particularly in our specialty products, our sales force assists our research and development team with the design and development of new products to meet a customer's specific needs. Our performance materials product group uses a technically-trained internal sales force to market our product offerings in the different geographies that we serve. We sell highway safety products directly to road striping contractors, binder manufacturers and original equipment manufacturers through regional sales managers in North America, Europe and Asia. We also sell these products directly to states and municipalities through a bidding process that is handled by our corporate staff. Our performance materials products outside of highway safety are sold through a direct sales force and a network of distributors. In addition to our direct sales force, we use chemical distributors to market and sell a smaller portion of our performance materials and chemicals products to smaller customers.

For the year ended December 31, 2016, approximately 45% of our North American silicate pro forma sales, which represented a significant portion of our performance chemicals product group sales, were derived from contracts that included raw material pass-through clauses. Under these contracts, there is usually a time lag of between three and nine months for price changes to pass-through, depending on the magnitude of the change, industry dynamics and the terms of the particular contract.

Competition. In our performance materials and chemicals business, we primarily compete with other global producers such as OxyChem, PPG and Evonik. We are the only global silicates producer with operations in North America, Europe, and Asia, and we believe that we have technical and cost advantages in all of these regions as compared to our competitors as a result of the scale and breadth of our product offerings and operations. We compete primarily on a regional basis due to the costs associated with shipping sodium silicates, and we estimate that we had approximately three times the sodium silicate supply share of our nearest competitor based on 2016 sales volume. Our network of regional silicate plants is strategically located to support the industries that we serve. In addition, we maintain a few larger dedicated facilities to service our derivative products. We believe that our network of strategically located manufacturing facilities allows us to serve our customers at a lower cost than our competitors and with quicker delivery times for our products. In the industry served by our performance materials and chemicals business, we compete primarily on the basis of performance, product consistency, quality, reliability, and ability to innovate in response to customer demands. Our competitors are primarily regional suppliers.

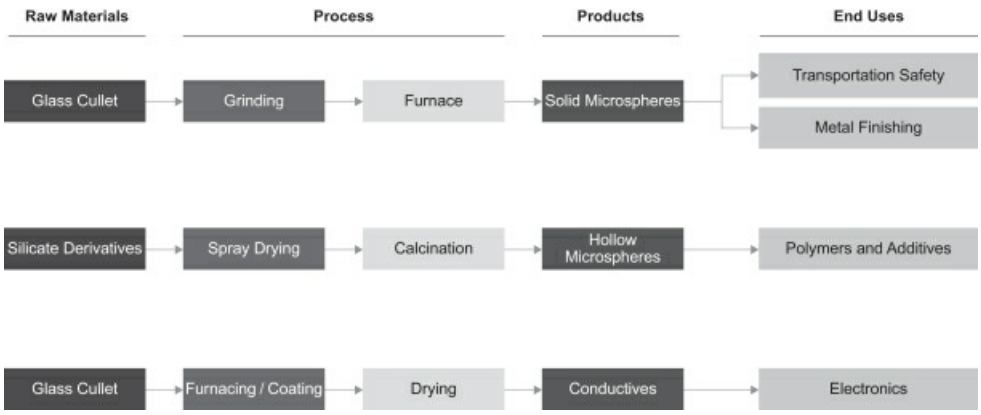
Manufacturing. Performance chemicals are produced through an integrated supply chain beginning with regional and large scale upstream production of sodium silicates and downstream derivatives. Sodium silicates are produced regionally because of the expense of shipping sodium silicates extended distances due to their water content. Our sodium silicates are produced by fusing industrial sand and soda ash in our proprietary furnace operations. We dissolve the molten silicate from the furnace into water and sell these products in liquid form. Downstream derivatives are produced through a variety of chemical operations that create aqueous, solid, and gel forms for our products.

Performance Chemicals Manufacturing Platform



We produce our highway safety products and other microspheres by crushing raw materials, such as recycled glass or cullet, and then feeding these raw materials into a furnace. The product is coated or treated in other ways to meet particular customer and end use specifications. The beads are then bagged and stocked for shipment. The flowchart below outlines our performance materials' production process.

Performance Materials Manufacturing Platform



Properties

Our operating headquarters are located in Malvern, Pennsylvania. We have 68 manufacturing facilities in 16 countries on six continents. We also have 13 administrative facilities and five research and development facilities located in nine countries. Our joint ventures operate out of seven facilities located in six countries, including six manufacturing facilities. We also own or lease other properties, including office buildings, warehouses, testing facilities and sales offices.

The table below presents summary information regarding our principal facilities as of December 31, 2016.

Location	Approximate Square Feet	Owned or leased
Administrative facilities:		
Amersfoort, Netherlands	7,481	Leased
Lenexa, KS, United States	14,489	Leased
Malvern, PA, United States	33,000	Leased
Research and development facilities:		
Toronto, Canada	2,500	Leased
St. Pourcain-sur-Sioule, France	30,916	Owned
Eijsden, Netherlands	4,306	Owned
Warrington, United Kingdom	14,155	Owned
Conshohocken, PA, United States	74,968	Owned
Manufacturing facilities:		
Melbourne-Dandenong, Australia	48,378	Owned
Jacana, Brazil	43,753	Owned
Rio Claro, Brazil	193,750	Owned
Toronto, Canada	75,471	Owned
Valleyfield, Canada	46,000	Owned
Lamotte, France	130,567	Leased
Wurzen, Germany	124,915	Owned
Pasuruan, Indonesia	68,489	Owned
Guadalajara, Mexico	105,866	Owned
Tlalnepantla, Mexico	180,125	Owned
Eijsden, Netherlands	165,850	Owned/Leased(1)
Maastricht, Netherlands	70,073	Leased
Winschoten, Netherlands	134,548	Leased
Delfzijl, Netherlands	38,373	Leased(2)
Bangkok, Thailand	12,056	Owned
Warrington, United Kingdom	385,218	Owned
Augusta, GA, United States	186,680	Owned
Baltimore, MD, United States	19,852	Owned
Baton Rouge, Louisiana, United States	13,503,600	Owned
Baytown, Texas, United States	348,480	Owned
Brownwood, TX, United States	107,900	Owned
Chester, PA, United States	172,707	Owned
Dominguez, California, United States	1,437,480	Owned
Gurnee, IL, United States	96,000	Owned
Joliet, IL, United States	168,657	Owned
Hammond, Indiana, United States	1,132,560	Owned
Houston, Texas, United States	2,003,760	Owned
Kansas City, Kansas, United States	220,679	Owned(3)
Martinez, California, United States	5,096,520	Owned
Muscatine, Iowa, United States	105,072	Owned
Rahway, New Jersey, United States	124,035	Owned
Paris, Texas, United States	147,158	Owned
Portland, Oregon, United States	1,176,120	Owned
Potsdam, New York, United States	88,798	Owned
South Gate, California, United States	71,632	Owned
St. Louis, Missouri, United States	44,034	Owned

(1) Approximately 89,911 square feet is owned and approximately 75,939 square feet is leased.

(2) The facility is used by our Zeolyst Joint Venture under a ground lease that we entered into with a third party.
(3) We lease a portion of the site to our Zeolyst Joint Venture.

Raw Materials

We are able to negotiate our supply agreements for our key raw materials based on our leading industry position and global scale in an effort to achieve competitive pricing. We also maintain a raw material quality audit and qualification program to ensure that the material we purchase satisfies stringent quality requirements. The key raw materials for our silica catalysts and zeolite catalysts product groups are sodium silicates, acids, bases and certain metals. The key raw materials used in our refining services product group include spent sulfuric acid and sulfur, both of which have generally been widely available in the geographies in which we operate. The key raw materials used in our performance chemicals product group include soda ash, industrial sand, aluminum trihydrate and sodium hydroxide. The key raw materials used in our performance materials product group include cullet, which is glass sourced from glass recyclers around the world. Cullet has generally been available in sufficient supply from local recyclers in the regions in which we operate.

While natural gas is not a direct feedstock for any individual product, we use natural gas powered furnaces to heat raw materials and create the chemical reactions necessary to manufacture our products. We maintain multiple suppliers wherever possible and we seek to hedge our exposure to fluctuations in prices for natural gas through hedging activity in the United States, forward purchases of natural gas in the United States, Canada, and Europe, and the use of pass-through clauses for raw material and natural gas costs in our customer contracts. However, we may not be successful in passing through all increases in raw material costs or maintaining an uninterrupted supply of natural gas for all of our furnaces. See “Risk Factors—Risks Related to Our Business—If we are unable to pass on increases in raw material prices, including natural gas, to our customers or to retain or replace our key suppliers, our results of operations and cash flows may be negatively affected.”

Research and Development

We benefit from the highly-skilled technical capabilities of our employees dedicated to new product development. We operate five research and development facilities in the United States, Canada, the United Kingdom, the Netherlands and France. Our research and development activities are directed toward the development of new and improved products, processes, systems and applications for customers. Our research and development team is organized to support each of our operating businesses and staffed with experienced scientists, technical service representatives and process engineers with direct knowledge of our products. This business group and customer-oriented team structure provides strong links between our product development and manufacturing functions and our customer collaboration and specifications. These connections enable us to focus our development on timely and relevant products for our customers while remaining attentive to manufacturing considerations to enable us to produce new products profitably and in a timely manner. Product development activities are organized into research and development projects that are subject to regular reviews by the business teams in order to understand and address our customers’ evolving needs and invest in our growth by prioritizing innovation driven by these identified needs. In addition, we are improving the way our research and development team shares information by removing silos and holding regular senior-level project reviews to ensure best practices are shared and consistent metrics are used to determine a project’s merit and the size of the potential opportunity. Pro forma research and development expenses were approximately $10.8 million for the year ended December 31, 2016 and combined research and development expenses were $10.3 million and $9.1 million for the years ended December 31, 2015 and 2014 (including Predecessor and Successor periods), respectively. This does not include research and development expenses of $16.0 million, $14.0 million or $12.9 million for the years ended December 31, 2016, 2015 or 2014, respectively, with respect to our Zeolyst Joint Venture.

Our Joint Ventures

We have entered into several long-standing joint ventures to supplement our businesses and access other geographic locations, minimize costs and accelerate growth in areas we believe have significant business potential.

Zeolyst Joint Venture. Our Zeolyst Joint Venture is a long-standing partnership with CRI, that dates back to 1988 and is focused on the development, manufacture and sale of zeolite-containing catalysts through manufacturing facilities located in Kansas and The Netherlands. We have a 50% ownership stake in our Zeolyst Joint Venture.

PQ Holdings Mexicana S.A. de C.V. PQ Holdings Mexicana was established in 2000 as a joint venture with Solvay Alkalis, Inc. for the manufacture, marketing and sale of various chemicals, including sodium silicate and metasilicate, through manufacturing facilities in Tlalnepantla and Guadalajara, Mexico. We have an 80% ownership stake in PQ Holdings Mexicana.

Potters (Thailand) Limited. Potters (Thailand) Limited was established in 1988 as a joint venture with Mr. Sompong Dowpiset for the manufacture of high-quality microspheres for industrial and highway safety applications through a manufacturing facility in Bangkok, Thailand. We have an approximate 75% ownership stake in Potters (Thailand) Limited.

Quaker Chemicals South Africa Pty Ltd. Quaker Chemicals South Africa was established in 1986 as a joint venture with the Quaker Chemical Corporation ("Quaker") for the distribution and sale of specialty chemicals utilizing Quaker's trademarks and incorporating Quaker's formula and technical data through a manufacturing facility in Jacobs, South Africa. We have a 49% ownership stake in Quaker Chemicals South Africa.

PQ Silicates Limited. PQ Silicates was established in 1997 as a Taiwan joint venture with Mr. James Fang for the import and sale of sodium and potassium silicate. We have a 50% ownership stake in PQ Silicates.

Customers

We collaborate with multinational companies who often seek global solutions. Our customers include large industrial companies such as BASF, Honeywell and 3M and global catalyst producers such as Albemarle and W.R. Grace. We also supply catalysts to leading chemical and petrochemical producers such as BASF, Dow Chemical, Lucite, LyondellBassell and Shell. We supply personal care ingredients and additives to leading consumer products companies such as Unilever and Colgate-Palmolive. We have long-term relationships with our top ten customers, based on 2016 pro forma sales, that average more than 50 years. In addition, our customer base is diversified, with our top ten customers in 2016 representing approximately 24% of pro forma sales for the year ended December 31, 2016 and no customer representing more than 4% of our pro forma sales during this period.

Intellectual Property

We evaluate on a case-by-case basis how best to use patents, trademarks, copyrights, trade secrets and other available intellectual property protections in order to protect our products and our critical investments in research and development, manufacturing and marketing. We focus on securing and maintaining patents for certain inventions such as composition-of-matter, while maintaining other inventions such as process improvements as trade secrets, derived from our market-based business model, in an effort to maximize the value of our product portfolio and manufacturing capabilities and reinforce our competitive advantage. Our policy is to seek appropriate intellectual property protection for significant product and process developments in the major areas where the relevant products are manufactured or sold. Patents may cover products, processes, intermediate products and product uses. Patents extend for varying periods in accordance with the date of patent application

filing and the legal life of patents in the various countries in which the patents are registered. The protection afforded, which may also vary from country to country, depends upon the type of subject matter covered by the patent and the scope of the claims of the patent.

In most industrial countries, patent protection may be available for new substances and formulations, as well as for unique applications and production processes. However, given the geographical scope of our business and our continued growth strategy, there are regions of the world in which we do business or may do business in the future where intellectual property protection may be limited and difficult to enforce. Moreover, we monitor our competitors' products and, if circumstances were to dictate that we do so, we would vigorously challenge the actions of others that conflict with our patents, trademarks and other intellectual property rights. We maintain appropriate information security policies and procedures reasonably designed to ensure the safeguarding of confidential information including, where appropriate, data encryption, access controls and employee awareness training.

We own or have rights to a number of patents relating to our products and processes. As of March 31, 2017, we own over 50 patented inventions in the United States, with approximately 300 patents issued in countries around the world and approximately 150 patent applications pending worldwide covering more than 20 additional inventions. As of March 31, 2017, we also had trademark rights in approximately 550 trademark registrations worldwide, including approximately 70 U.S. trademark registrations. We also have approximately 75 pending trademark applications, which include applications in the United States and worldwide. In addition to our registered and applied-for intellectual property portfolio, we also claim ownership of certain trade secrets and proprietary know-how developed by and used in our business. Including our joint ventures, we are party to certain arrangements whereby we license in the right to use certain intellectual property rights in connection with our business.

Employees

As of December 31, 2016, we had 2,949 employees worldwide, of which 1,394 were employed in the United States, 423 were employed in Canada, Mexico and Brazil, 833 were employed throughout Europe, 33 were employed in South Africa and 93 were employed in Indonesia. Our remaining employees are dispersed throughout Asia and Australia, primarily in Australia, China, Thailand and Japan. As of December 31, 2016, approximately 49% of our employees were represented by a union, works council or other employee representative body. We believe we have good relationships with our employees and their respective works councils, unions or other bargaining representatives. There have been no labor strikes or work stoppages in these locations in recent history.

Environmental Regulations

Obtaining, producing and distributing many of our products involve the use, storage, transportation and disposal of toxic and hazardous materials. We are subject to extensive, evolving and increasingly stringent national and local environmental laws and regulations, which address, among other things, the following:

- emissions to the air;
- discharges to soils and surface and subsurface waters;
- other releases into the environment;
- prevention, remediation or abatement of releases of hazardous materials into the indoor or outdoor environment;
- generation, handling, storage, transportation, treatment and disposal of waste materials;
- maintenance of safe conditions in the workplace;
- registration and evaluation of chemicals;

- production, handling, labeling or use of chemicals used or produced by us; and
- stewardship of products after manufacture.

We apply the principles of the Environmental Management standard of the International Organization for Standardization (ISO 14001) at our facilities throughout the world. For chemical facilities in the United States, we also adhere to the Responsible Care RC14001 Technical Specifications of the American Chemistry Council.

We maintain policies and procedures to monitor and control environmental, health and safety risks, and to monitor compliance with applicable state, national, and international environmental, health and safety requirements. We have a strong environmental, health and safety organization. We have a staff of professionals who are responsible for environmental health, safety and product regulatory compliance. We have implemented a corporate audit program for all of our facilities. However, we cannot provide assurance that we will at all times be in full compliance with all applicable environmental laws and regulations. We expect that stringent environmental regulations will continue to be imposed on us and our industry in general. Evolving chemical regulation programs throughout the world could impose testing requirements or restrictions on our chemical raw materials and products. These programs include the 2016 amendments to the U.S. Toxic Substances Control Act, under which the EPA will prioritize and evaluate chemicals for regulation, the E.U. REACH regulations, which have ongoing registration and evaluation requirements with associated testing costs and potential restrictions, the Korea REACH law, which is requiring registration and potentially testing of chemicals, and similar programs being developed in Taiwan, Turkey, India, and elsewhere. Given knowledge of our chemicals and the various regulations promulgated to date, we do not anticipate costly testing requirements or severe restrictions, but cannot guarantee that we will be free of requirements for our products or raw materials that could materially affect our operations.

Environmental Remediation. Environmental laws and regulations require mitigation or remediation of the effects of the disposal or release of chemical substances. Under some of these regulations, as the current or former owner or operator of a property, we could be held liable for the costs of removal or remediation of hazardous substances on or under the property, without regard to whether we knew of or caused the contamination, and regardless of whether the practices that resulted in the contamination were permitted at the time they occurred. Many of our current or former production sites have an extended history of industrial use, and it is impossible to predict precisely what effect these laws and regulations will have on us in the future. Soil and groundwater contamination requiring investigation and remediation has been discovered at some of the sites, and might occur or be discovered at other sites. Several active and former facilities currently are undergoing investigation and remediation, including sites in Rahway, NJ; Dominguez, CA; Martinez, CA; and Tacoma, WA.

Environmental Programs. We have comprehensive environmental, health and safety compliance, auditing and management programs in place to assist in our compliance with applicable regulatory requirements and with internal policies and procedures, as appropriate. Each facility has developed and implemented specific critical occupational health, safety, environmental, security and loss control programs.

We also have implemented a Health, Safety and Environmental (“HSE”) organizational structure with executive committee level leadership and dedicated environmental experts. We have Regional HSE Specialists and Managers who are embedded in the field and provide HSE expertise and support to operating sites. Certain, larger sites may have dedicated environmental or safety personnel. We have an established Product Safety/Stewardship management system compliant with the RC14001 technical specification along with two Product Stewardship Managers, one of which is a REACH Specialist. We conduct Product Stewardship reviews as part of new product development and routinely evaluate product safety risk for raw materials, intermediates and products.

Chemical Product Regulation

As a chemical company, we are subject to extensive and evolving regulations regarding the manufacture, processing, distribution, import, export, and labeling of our products and their raw materials. In the European Union, the REACH regulations went into effect in 2007 with implementation rolling out over time. REACH requires registration of chemicals, along with a dossier of toxicological and ecotoxicity test results, or a plan to conduct such tests if currently unavailable. Registered chemicals then can be subject to further evaluation and potential restrictions. Our high-volume chemicals have been registered under REACH; up to 15 lower-volume chemicals (mainly catalysts) will be registered by the 2018 deadline. To date, no testing has been required. A couple of our chemicals are being reviewed under REACH. Since the promulgation of REACH, other countries (e.g., China, Korea, Taiwan) have enacted and are in the process of implementing similar comprehensive regulation of chemicals. In the United States, legislation has been enacted that would require the EPA to review and require testing of certain chemicals. Given knowledge of our chemicals and the various regulations promulgated to date, we do not anticipate costly testing requirements or severe restrictions, but cannot guarantee that we will be free of requirements for our products or raw materials that could materially affect our operations. In particular, some of our products might be characterized as nanomaterials and then subjected to evolving new nanomaterial regulations.

Legal Proceedings

From time to time we may be subject to various legal claims and proceedings incidental to the normal conduct of business, relating to such matters as personal injury, product liability and warranty claims, waste disposal practices, release of chemicals into the environment and other matters that may arise in the ordinary course of our business. We currently believe that there is no litigation pending that is likely to have a material adverse effect on our business. Regardless of the outcome, legal proceedings can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

MANAGEMENT

Executive Officers and Directors

Below is a list of the names, ages as of June 1, 2017, and positions, and a brief account of the business experience, of the individuals who serve as our executive officers and directors as of the date of this prospectus. Our certificate of incorporation will provide that our board of directors will be divided into three classes of directors, with the classes as nearly equal in number as possible. As a result, approximately one-third of our board of directors will be elected each year. Upon completion of this offering, we expect that each of our directors identified below will serve in the class indicated. Subject to any earlier resignation or removal in accordance with the terms of our certificate of incorporation and by-laws, our Class I directors will serve until the first annual meeting of stockholders following the completion of this offering; our Class II directors will serve until the second annual meeting of stockholders following the completion of this offering; and our Class III directors will serve until the third annual meeting of stockholders following the completion of this offering.

Name	Age	Position
James F. Gentilcore	64	Chief Executive Officer, President and Director (Class director)
Michael Crews	50	Executive Vice President and Chief Financial Officer
Scott Randolph	55	Executive Vice President and Group President—Performance Materials and Chemicals
Paul Ferrall	60	Executive Vice President and Group President—Environmental Catalysts and Services
John Lau	62	Chief Technology Officer
Joseph S. Koscinski	51	Secretary, Vice President & General Counsel
William J. Sichko, Jr.	63	Chief Administrative Officer, Assistant Secretary and Vice President
Michael Boyce	68	Chairman of the Board of Directors (Class director)
Greg Brenneman	55	Director (Class director)
Timothy Walsh	54	Director (Class director)
Christopher Behrens	56	Director (Class director)
Mark McFadden	39	Director (Class director)
Robert Toth	56	Director (Class director)
Robert Coxon	69	Director (Class director)
Andrew Currie	61	Director (Class director)
Jonny Ginns	43	Director (Class director)
Kyle Vann	69	Director (Class director)

James F. Gentilcore became a director and our President and Chief Executive Officer in June 2016. Mr. Gentilcore most recently served as an Executive Advisor to CCMP from April 2014 to June 2016. He previously served as Chief Executive Officer of Edwards Group Limited, a developer and manufacturer of vacuum products, abatement systems and related services, from March 2013 to January 2014, and as a director from December 2007 until January 2014. Prior to that, he was the Chief Executive Officer of EPAC Technologies Inc., a logistics technology solutions company, from January 2009 until March 2011. Mr. Gentilcore also served as Chief Operating Officer of Brooks Automation Inc., a position he held from November 2005 until November 2007, after leading the merger between Brooks and Helix Technology Corp., where he had been the Chief Executive Officer from December 2002 until October 2005. Prior to that,

Mr. Gentilcore was the Chief Operating Officer of Advanced Energy Industries, Inc. Earlier in his career, he spent 10 years in the electronics materials industry with Air Products Inc., serving in various business development and operational roles. Mr. Gentilcore currently serves on the board of directors of Entegris, Inc. and Milacron Holdings Corp. and previously served as a member of the board of directors of KMG Chemicals Inc. from May 2014 to December 2016. Mr. Gentilcore was elected to serve as a member of our board of directors due to his more than 20 years of management experience and leadership of the company as our President and Chief Executive Officer.

Michael Crews became our Executive Vice President and Chief Financial Officer in August 2015. From 2008 to 2015, Mr. Crews was Executive Vice President and Chief Financial Officer at Peabody Energy, a private-sector coal company. From 1998 to 2008, Mr. Crews held various management positions at Peabody Energy including Vice President—Operations Planning, Assistant Treasurer and Director—Financial and Capital Planning. Mr. Crews began his career in KPMG's audit function.

Scott Randolph became Executive Vice President and Group President—Performance Materials and Chemicals in December 2016. From March 2016 to December 2016, Mr. Randolph served as Vice President and President—Global Performance Chemicals after previously serving as Vice President and President—Performance Chemicals Americas and Australia and Performance Materials. From April 2005 to May 2016, Mr. Randolph served as President of Performance Materials. Mr. Randolph originally joined us as Senior Vice President Strategic Planning in February 2005. From 2000 to 2005, Mr. Randolph held the position of Chief Financial Officer with Peak Investments, LLC. From 1990 to 2000, Mr. Randolph held a number of management positions with Harris Chemical Group and IMC Global following IMC Global's acquisition of Harris Chemical Group. Mr. Randolph's last position with IMC Global was General Manager of the Worldwide Boron Business. From 1989 to 1990, Mr. Randolph held management positions with General Chemical. Prior to that, Mr. Randolph served as a nuclear trained naval officer from 1984 to 1989.

Paul Ferrall became Executive Vice President and Group President—Environmental Catalysts and Services in December 2016. Mr. Ferrall joined us in August 2005 as Senior Vice President of Global Plant Operations for the performance chemicals business and served as Vice President and President—Performance Chemicals Americas & Australia from November 2006 to August 2015, prior to transitioning to President of Refining Services in August 2015. Prior to joining us, Mr. Ferrall had been the president of Peak Chemical and Sulfur and, from 1995 to 2000, held several management positions with Harris Chemical Group and IMC Global, including Vice President of its Soda Products business. From 1978 to 1995, Mr. Ferrall held various positions of responsibility in engineering, operations, finance, sales and business management with Allied Chemical.

John Lau became Chief Technology Officer in January 2016. Dr. Lau joined us in July 1996 to lead our Exploratory Research department with the mission to develop new growth opportunities. Dr. Lau was appointed Vice President of Research and Development in 1998 and Vice President of Strategic Planning in 2005. In November 2006, Dr. Lau became Vice President and General Manager of Silica Catalysts and Zeolyst International and, in January 2011, became President of the Catalysts business. Prior to joining us, Dr. Lau held various research and management positions at W.R. Grace & Co. from 1984 to 1996. From 1982 to 1984, Dr. Lau was a research fellow at the University of California, Los Angeles.

Joseph S. Koscinski became Secretary, Vice President and General Counsel in November 2015. From August 1995 to November 2015, Mr. Koscinski was an attorney in the Business Services Group of Babst, Calland, Clements and Zomnir, P.C., a law firm in Pittsburgh, Pennsylvania, where he was named a shareholder in 2003 and where his corporate practice included mergers and acquisitions, real estate matters and commercial contracts. While in private practice, Mr. Koscinski served as outside corporate counsel to PQ Corporation since 2005.

William J. Sichko, Jr. became Chief Administrative Officer and Vice President in 2005. Mr. Sichko served as our Secretary from 2005 to November 2015, and is currently an Assistant Secretary. From 1998 through 2005,

Mr. Sichko was Chief Administrative Officer with Peak Investments, LLC. From 1991 through 1998, he held management positions with Harris Chemical Group and IMC Global following IMC Global's acquisition of Harris Chemical, including serving as Senior Vice President of Human Resources from 1996 to 1998. From 1987 to 1991, Mr. Sichko was a manager with General Chemical.

Michael Boyce became the Chairman of our board of directors in 2005. From 2005 to April 2015, Mr. Boyce also served as our Chief Executive Officer. From 1998 to 2004, Mr. Boyce was the Chairman and Chief Executive Officer of Peak Investments, LLC. Prior to April 1998, he was President & Chief Operating Officer of Harris Chemical Group and Chief Executive Officer of Penrice Soda Products Pty. Ltd. in Australia. Before joining Harris Chemical Group, he was with General Chemical, where he spent two years as Vice President and General Manager of its Industrial Chemicals division. Prior to that, he was President of Catalyst Resources, Inc., a subsidiary of Phillips Petroleum Company that manufactures polypropylene and polyethylene polymerization catalysts. From 1983 through 1986, he was Vice President and General Manager of Sylvachem Corporation, a wholly owned subsidiary of SCM Corporation, a company active in specialty chemicals. Earlier in his career, he was with Union Carbide for 12 years, where he held a variety of positions in business management, sales & marketing and manufacturing. Mr. Boyce currently serves on the board of directors of AAR Corp. and Stepan Company. Mr. Boyce was elected to serve as a member of our board of directors due to his experience as our former Chairman and Chief Executive Officer, his insight into global manufacturing, supply and distribution practices and his international business experience.

Greg Brenneman became a director in 2014. Mr. Brenneman is the Executive Chairman of CCMP and is a member of the firm's Investment Committee. Prior to joining CCMP in October 2008, Mr. Brenneman served as the Chief Executive Officer of QCE Holdings LLC ("Quiznos"), a U.S. quick service restaurant chain, from January 2007 until September 2008 and as the President of Quiznos from January 2007 until November 2007. He also served as the Executive Chairman from 2008 to 2009. Prior to joining Quiznos, Mr. Brenneman was the Chairman and Chief Executive Officer of Burger King Corporation from 2004 to 2006. Prior to joining Burger King, Mr. Brenneman was named the President and Chief Executive Officer of PwC Consulting in June 2002. Mr. Brenneman joined Continental Airlines in 1995 as the President and Chief Operating Officer and as a member of its board of directors. In 1994, Mr. Brenneman founded Turnworks, Inc., his personal investment firm that focuses on corporate turnarounds. Prior to founding Turnworks, Mr. Brenneman was a Vice President for Bain and Company. Mr. Brenneman currently serves on the board of directors of Milacron Holdings Corp., The Home Depot, Inc. and Baker Hughes Incorporated. Mr. Brenneman previously served on the board of directors of Automatic Data Processing, Inc., from 2001 until 2014 and Francesca's Holding Corporation from 2010 until 2015. Mr. Brenneman was elected to serve as a member of our board of directors due to his leadership experience, over 20 years of business experience and extensive experience serving as a public company director.

Timothy Walsh became a director in 2014. Mr. Walsh is the President and Chief Executive Officer of CCMP and is a member of the firm's Investment Committee. Mr. Walsh focuses on making investments in the industrial sector. Prior to joining CCMP upon its formation in August 2006, Mr. Walsh was with J.P. Morgan Partners, LLC and its predecessors from 1993 until 2006. Prior to that, Mr. Walsh worked on various industry-focused client teams within The Chase Manhattan Corporation. Mr. Walsh currently serves on the board of directors of Milacron Holdings Corp. and previously served as a member of the board of directors of Generac Holdings Inc. from 2006 until 2016. Mr. Walsh was elected to serve as a member of our board of directors due to his knowledge of the industrial sector and his extensive experience in business and finance.

Christopher Behrens became a director in 2014. Mr. Behrens is a Managing Director of CCMP and a member of the firm's Investment Committee. Mr. Behrens focuses on making investments in the energy, industrial and distribution sectors. Prior to joining CCMP upon its formation in August 2006, Mr. Behrens was with J.P. Morgan Partners, LLC and its predecessors from 1994 until 2006. Prior to that, he was a Vice President in the Merchant Banking group of The Chase Manhattan Corporation. Mr. Behrens previously served as a member of the board of directors of Chaparral Energy, Inc. from 2010 until 2017. Mr. Behrens was elected to serve as a member of our board of directors due to his extensive experience in the energy, industrial and distribution sectors.

Mark McFadden became a director in September 2016. Mr. McFadden is a Managing Director of CCMP and focuses on making investments in the industrial sector. Prior to joining CCMP upon its formation in August 2006, Mr. McFadden was with J.P. Morgan Partners, LLC between 2002 and 2006. Prior to that, Mr. McFadden was an investment banking analyst at Credit Suisse First Boston and Bowles Hollowell Conner. Mr. McFadden currently serves on the board of directors of Milacron Holdings Corp. Mr. McFadden was elected to serve as a member of our board of directors due to his extensive experience in the industrial sector and his significant experience in, and knowledge of, corporate finance and strategic development.

Robert Toth became a director in September 2016. Mr. Toth is a Managing Director of CCMP. Prior to joining CCMP in 2016, Mr. Toth served as the Chief Executive Officer and President of Polypore International, Inc., a leading global high technology filtration company specializing in microporous membranes, since 2005, during which time Polypore transitioned from a private to a public company via a successful IPO in 2007 and was ultimately acquired in 2015. Mr. Toth was previously the President and Chief Executive Officer and a member of the board of directors of CP Kelco ApS, a global leader in the specialty hydrocolloids market. Prior to joining CP Kelco in 2001, Mr. Toth spent 19 years at Monsanto Company and Solutia Inc. where he held a variety of managerial and executive roles. Mr. Toth currently serves on the board of directors of Materion Corporation. Mr. Toth previously served on the board of directors of Polypore International, Inc. from 2005 until 2015. Mr. Toth was elected to serve as a member of our board of directors due to his extensive leadership experience and past service as a public company director.

Robert Coxon became a director in 2007. Mr. Coxon was previously a Senior Advisor to The Carlyle Group, assisting buyout teams in Europe, the United States, the Middle East and Asia until 2013. In that role, he advised Carlyle in making and managing investments in the chemicals sector and was based in London. Prior to joining Carlyle, Mr. Coxon was the Senior Vice President of ICI and the Chief Executive Officer of Synetix, a world leading catalyst company. In addition to serving on our board of directors, Mr. Coxon is also the Chairman of the UK Center for Process Innovation, an international research center in printable electronics, bio-processing and low carbon energy. Mr. Coxon previously served on the board of directors of AZ Electronic Materials SA, Jiangsu Sinorgchem Technology Co., Ltd., Ensus Ltd. and Stahl Holdings BV. Mr. Coxon was elected to serve as a member of our board of directors due to his extensive experience in the chemicals sector.

Andrew Currie became a director in 2008. Mr. Currie has been a director of INEOS, since 1999, a partner of INEOS since 2000 and a director of INEOS AG since March 2010 when the ownership of the INEOS business was transferred to Switzerland. He was previously a Managing Director of Laporte Performance Chemicals, having served as a director of the Inspec Group from 1994 until the Laporte acquisition of Inspec in 1998. Mr. Currie spent the first 15 years of his career with BP Chemicals in various technical and business management functions. Mr. Currie was elected to serve as a member of our board of directors due to his experience in the chemicals sector and his significant core business skills, including financial and strategic planning.

Jonny Ginns became a director in 2010. Mr. Ginns joined INEOS in 2006 as the Group General Counsel, having worked as an external lawyer for a number of years before that. He has experience across a wide range of fields, including mergers & acquisitions, disposals, joint ventures, litigation, finance and employee benefits, and acts as a director for a number of INEOS entities. Mr. Ginns was elected to serve as a member of our board of directors due to his significant core business skills, including financial and strategic planning.

Kyle Vann became a director in 2014. Mr. Vann is an Executive Advisor to CCMP since October 2012 and has provided consulting services to Entergy Corporation since 2005. He served for 25 years in various senior leadership positions at Koch Industries including as the Chief Executive Officer of Entergy-Koch LP, a joint venture between Koch Industries and Entergy Corporation. Before joining Koch Industries, Mr. Vann worked at Humble Oil and Refining Company (which later became part of Exxon) as a refinery engineer. Mr. Vann currently serves on the board of directors of EnLink Midstream Partners LP and Legacy Reserves LP. Mr. Vann was elected to serve as a member of our board of directors due to his extensive experience in exploration and production, midstream, energy services and trading.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer and principal accounting officer or controller, or persons performing similar functions. Following this offering, a current copy of the code will be available on our website.

Board Structure and Committee Composition

Upon consummation of this offering, we will have an audit committee and a compensation committee with the composition and responsibilities described below. Each committee will operate under a charter that will be approved by our board of directors. The composition of each committee will be effective upon the consummation of this offering. The members of each committee are appointed by the board of directors and serve until their successor is elected and qualified, unless they are earlier removed or resign. In addition, from time to time, special committees may be established under the direction of the board of directors when necessary to address specific issues.

Because we will be a "controlled company" within the meaning of the corporate governance standards of the New York Stock Exchange, we will not have a majority of independent directors, we will not have a nominating and corporate governance committee and our compensation committee will not be composed entirely of independent directors as defined under such standards. The responsibilities that would otherwise be undertaken by a nominating and corporate governance committee will be undertaken by the full board of directors, or, at its discretion, by a special committee established under the direction of the full board of directors. The controlled company exception does not modify the independence requirements for the audit committee and we intend to comply with the audit committee requirements of the Sarbanes-Oxley Act and the corporate governance standards of the New York Stock Exchange. Pursuant to such requirements, the audit committee must be composed of at least three members, a majority of whom must be independent within 90 days of the date of this prospectus, and all of whom must be independent within one year of the date of this prospectus.

Audit Committee

The purpose of the audit committee will be set forth in the audit committee charter. The audit committee's primary duties and responsibilities will be to:

- appoint or replace, compensate and oversee the outside auditors, who will report directly to the audit committee, for the purpose of preparing or issuing an audit report or related work or performing other audit, review or attest services for us;
- pre-approve all auditing services and permitted non-audit services (including the fees and terms thereof) to be performed for us by our outside auditors, subject to de minimis exceptions that are approved by the audit committee prior to the completion of the audit;
- review and discuss with management and the outside auditors the annual audited and quarterly unaudited financial statements, our disclosures under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the selection, application and disclosure of critical accounting policies and practices used in such financial statements;
- review and approve all related party transactions; and
- discuss with management and the outside auditors any significant financial reporting issues and judgments made in connection with the preparation of our financial statements, including any significant changes in our selection or application of accounting principles, any major issues as to the adequacy of our internal controls and any special steps adopted in light of material control deficiencies.

Upon completion of this offering, the audit committee will consist of , and . is both an independent director and an "audit committee financial expert" within the meaning of Item

407 of Regulation S-K, and will serve as chair of the audit committee. Prior to the consummation of this offering, our board of directors will adopt a written charter under which the audit committee will operate. A copy of the charter, which will satisfy the applicable standards of the SEC and the New York Stock Exchange, will be available on our website.

Compensation Committee

The purpose of the compensation committee is to assist the board of directors in fulfilling its responsibilities relating to oversight of the compensation of our directors, executive officers and other employees and the administration of our benefits and equity-based compensation programs. The compensation committee reviews and recommends to our board of directors compensation plans, policies and programs and approves specific compensation levels for all executive officers. Upon completion of this offering, the compensation committee will consist of , and . Prior to the consummation of this offering, our board of directors will adopt a written charter under which the compensation committee will operate. A copy of the charter, which will satisfy the applicable standards of the SEC and the New York Stock Exchange, will be available on our website.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a member of the board of directors or compensation committee, or other committee serving an equivalent function, of any other entity that has one or more of its executive officers serving as a member of our board of directors or compensation committee. Upon the completion of this offering, our compensation committee will consist of and . Each of is employed by CCMP. For additional information regarding transactions between CCMP and its affiliates and us, see “Certain Relationships and Related Party Transactions.”

EXECUTIVE AND DIRECTOR COMPENSATION

The following discussion and analysis of compensation arrangements should be read with the compensation tables and related disclosures set forth below. This discussion contains forward-looking statements that are based on our current plans and expectations regarding future compensation programs. Actual compensation programs that we adopt may differ materially from the programs summarized in this discussion.

Compensation Discussion and Analysis

This section discusses the principles underlying the material components of our executive compensation program for our executive officers who are named in the Summary Compensation Table and the factors relevant to an analysis of these policies and decisions. For the year ended December 31, 2016, our "named executive officers" included our principal executive officer, our principal financial officer and our next three most highly compensated executive officers and our former principal executive officer.

Name	Title
James Gentilcore(1)	President and Chief Executive Officer (*since July 1, 2016*)
Michael Crews	EVP and Chief Financial Officer
Scott Randolph	EVP and Group President Performance Materials & Chemicals
Paul Ferrall	EVP and Group President Environmental Catalysts & Services
Ray Kolberg	President, Catalyst Product Group
George Biltz(2)	President and Chief Executive Officer (*until June 24, 2016*)

(1) Mr. Gentilcore joined PQ Group Holdings Inc. as the President and Chief Executive Officer on July 1, 2016.
(2) Mr. Biltz stepped down as President and Chief Executive Officer effective June 24, 2016 and terminated employment with the Company effective July 31, 2016.

2016 Compensation Decisions

Our executive compensation programs are determined and approved by the Compensation Committee. During 2016, the Compensation Committee was responsible for the oversight, implementation and administration of all of our executive compensation plans and programs. None of the named executive officers are members of the Compensation Committee or otherwise had any role in determining the compensation of the other named executive officers. However, the Compensation Committee does consider the recommendations of our Chief Executive Officer in setting compensation levels for our executive officers other than our Chief Executive Officer. The Compensation Committee determined all of the components of the compensation of our Chief Executive Officer.

Executive Compensation Program Philosophy and Overview

Our compensation philosophy is to provide pay that:

- Aligns the interests of our named executive officers with our shareholders' interests by rewarding performance that is tied to creating shareholder value; and
- Provides an amount and mix of total compensation for each of our named executive officers that we believe is competitive.

We seek to implement our pay philosophy by providing a total compensation package which includes three main components: base salary, annual performance-based bonus and long-term equity-based awards. The Compensation Committee has taken into account individual performance and competitive market practice in sizing the compensation package for each named executive officer. In assessing market competitive practices, the Compensation Committee has historically relied on its experience and knowledge of general industry practices.

In conjunction with this offering, the Compensation Committee intends to make a more formal effort to compare executive officer compensation with market data. To that end, a compensation peer group has been formed, and is referenced in the discussion below. We will utilize a peer group as a tool in making compensation decisions for 2017, and expect to continue to utilize one when making compensation decisions going forward.

Base salary has been set with a view toward attracting and retaining executive officer talent.

Our annual incentive plan (the "PQIP") is a broad based plan which pays according to the achievement of annual EBITDA goals, either on a company-wide or individual division basis.

Our long-term equity-based awards consist of stock options and restricted stock that are subject to time and/or performance vesting conditions. The long-term equity based awards made prior to this offering were made in amounts intended to be competitive for private equity backed ventures in the specialty chemicals space. The size of grants already made was not determined with reference to public company market data.

Each of these elements of compensation is discussed in more detail, below.

We believe that our executive compensation program is strongly aligned with the interests of our shareholders:

- For several years before this offering our named executive officers and senior leadership team have been significant owners of the Company, and we expect this to continue.
- Our named executive officers and senior leadership have been offered the opportunity to purchase equity in the Company over the last several years, in addition to receiving equity as a form of incentive compensation.
- By providing a substantial portion of our named executive officers' total compensation package in the form of equity-based awards we have been able to create an incentive to build shareholder value over the long-term.
- By structuring the equity awards as time and performance vested stock options and full value restricted shares, we have built a strong pay for performance culture.
- Our annual performance-based bonus is contingent upon the achievement of financial performance metrics and the amount of compensation ultimately received for these awards varies with our annual financial performance, thereby providing an additional incentive to maximize shareholder value.

We intend to continue to promote share ownership and a strong pay for performance culture following this offering. We believe that this philosophy has been successful in motivating, retaining and incentivizing our named executive officers and providing value to our shareholders.

Compensation Consultant; Review of Relevant Compensation Data

The Compensation Committee has engaged Compensation & Benefit Solutions ("CBS") as the independent advisor to the Compensation Committee effective in 2017. The compensation consultant reviews the Company's overall executive officer and director compensation in comparison to comparably-sized public companies in industries similar to the Company's, helps the Compensation Committee identify the appropriate mix of compensation components for compensating our executive officers, and facilitates the Compensation Committee's determination of our executive officers' incentive based compensation. CBS does not provide any other services to the Company or our management or have any other direct or indirect business relationships with us or our management. The Compensation Committee has assessed the independence of CBS and concluded that its work does not raise any conflicts of interest.

Previously, the Compensation Committee did not utilize a peer group for purposes of determining executive compensation. In connection with this offering, the Compensation Committee selected a peer group of companies in the chemical and specialty chemical space with revenues ranging from approximately 50%-200% of the Company's revenues. Compensation data drawn from the peer group will be a source of data which the Company will draw on in 2017.

Albermarle Corporation	International Flavors & Fragrances, Inc.	Quaker Chemical Corporation
Cabot Corporation	Koppers Holdings Inc.	A. Schulman Inc.
Chemtura Corporation	Kraton Corporation	Sensient Technologies
FMC Corporation	Kronos Worldwide, Inc.	Stepan Company
GCP Applied Technology	Minerals Technologies, Inc.	Tronox Limited
H.B. Fuller Company	MPM Holdings Inc.	Valhi, Inc.
Innophos Holdings	Platform Specialty Products Corp.	W.R. Grace
Innospec, Inc.	PolyOne Corp.	Westlake Chemical Corp.

In 2017, the Compensation Committee intends to review competitive compensation practices and a variety of other factors to confirm that the current structure of our cash compensation and equity-based awards is consistent with our compensation philosophy. In addition, in conjunction with this offering, the Compensation Committee has begun reviewing compensation data provided by CBS in order to determine the appropriate mix between cash compensation and equity-based awards and the appropriate size of equity-based awards in light of this offering, the position of the Company after giving effect to this offering and the need to retain the key leadership team following this offering.

Ongoing Role of the Compensation Committee and our Executive Officers in Setting Compensation

On an annual basis the Compensation Committee reviews compensation for the named executive officers in conjunction with performance discussions, salary increase recommendations, determination of bonus payouts, and deliberations regarding long term incentive grants. Going forward, the Compensation Committee will continue to conduct annual reviews of our executive compensation program to ensure that it remains aligned with our compensation philosophy.

Historically, our compensation has been highly individualized, the result of arm's-length negotiations and based on a variety of informal factors including, our financial condition and available resources, our need for a particular position to be filled and the compensation levels of our other executive officers.

Going forward, we expect that our Compensation Committee will make decisions taking into account good governance best practices regarding compensation. This would include reliance on market data for the chemical and specialty chemical industry and the other considerations mentioned in this Compensation Discussion and Analysis.

Elements of Compensation in 2016

For 2016, our compensation program for the named executive officers consisted of:

- Base salary;
- Annual performance based cash awards;
- Long-term equity incentive awards; and
- Other benefits (retirement, health, perquisites, etc.).

Base Salary

We provide an annual base salary to our named executive officers to induce talented executives to join or remain with our company, to compensate them for their services during the year and to provide them with a

stable source of income. In 2016, each of our named executive officers had an employment agreement or offer letter in place which set his minimum level of annual base salary. In certain cases current base salary has been raised from the minimums specified in the offer letters and employment agreements.

The base salary levels of continuing named executive officers are reviewed annually by our Compensation Committee to determine whether an adjustment is warranted. The Compensation Committee may take into account numerous factors in making its determination, none of which are dispositive or individually weighted, including our financial performance, the state of our industry and local economies in which we operate, the executive officer's relative importance and responsibilities, the executive officer's performance and periodic reference to comparable salaries paid to other executives of similar experience in our industry in general, based on the Compensation Committee's expertise and knowledge of general industry practices. Commencing in 2017, the Compensation Committee will also take into account market data drawn from our peer group, referenced above.

The base salaries paid to our named executive officers during fiscal year 2016 are reported in the "Summary Compensation Table," below. The annual base salaries in effect for each of our named executive officers as of year end 2015 and year end 2016 are as follows:

Name	YE 2015 Annual Salary	YE 2016 Annual Salary
James Gentilcore(1)	—	$ 825,000
Michael Crews	$ 425,000	$ 425,000
Scott Randolph	$ 425,000	$ 425,000
Paul Ferrall	$ 425,000	$ 425,000
Ray Kolberg(2)	—	$ 425,000
George Biltz(3)	$ 750,000	—

(1) Mr. Gentilcore's base salary actually paid was $412,500 in 2016 because he joined the Company on July 1, 2016.
(2) Mr. Kolberg was hired on January 1, 2016.
(3) Mr. Biltz stepped down as President and Chief Executive Officer effective June 24, 2016 and terminated employment with the Company effective July 31, 2016. His actual 2016 salary was $437,500.

Annual Performance-Based Cash Award – The PQIP

We provide our named executive officers with annual performance-based cash award opportunities linked to our annual financial performance. For 2016, the Compensation Committee chose adjusted EBITDA targets to measure our financial performance under the PQIP. For purposes of the PQIP, adjusted EBITDA is defined as earnings before interest and taxes with depreciation and amortization added back and adjusted for the following items: purchase accounting (or similar); losses (gains) on sale of or disposal of long-lived assets; foreign exchange(gains)/losses; revaluation of inventory, including LIFO adjustments; management advisory fees; transaction and other related costs; equity based and other non-cash compensation; restructuring, integration and business optimization expenses; and extraordinary, unusual and non-recurring expenses. These are referred to below as "EBITDA targets."

The target annual performance-based cash award opportunity for each eligible executive was set as a percentage of annualized base salary (i.e., actual base salary paid during 2016). For 2016 the target award percentages were as follows:

Name	FYE 2016 Target Award
James Gentilcore	100%
Michael Crews	75%
Scott Randolph	75%
Paul Ferrall	75%
Ray Kolberg	75%
George Biltz	100%

The award payable for 2016 to Messrs. Gentilcore, Crews, and Biltz was based on the achievement of the EBITDA targets for each of the four divisions:

- Performance Chemicals – 25%
- Performance Materials – 25%
- Catalyst – 25%
- Refining Services – 25%

To the extent that a division achieved at least 95% of its annual EBITDA target, a threshold bonus of 25% of the targeted bonus attributable to that division was earned. To the extent that a division achieved at least 99% of its annual EBITDA target, the full portion of the executive's target bonus attributable to that division was earned. Results between threshold and target were determined by linear interpolation.

To the extent that any of the divisions exceeded 100% of its annual EBIDTA target, an above-target pool was created. The above target pool was a dollar amount equal to 25% of the EBITDA above target, if any, in each of the four divisions.

Executives who were eligible to participate in the above target pool were allocated a portion of the above target pool as follows:

Dollar value of executive's target bonus	X	Sum of above target pools in each of the four divisions	=	Executive's share
Dollar value of all participants' target bonuses				

Depending on achieved performance levels, Messrs. Gentilcore, Crews and Biltz could earn zero bonus for below threshold performance, 25% of their target bonus opportunity for achievement of threshold performance, and 100% of their target bonus opportunity for achievement of 99% target performance, with no cap for the achievement of above target performance. Amounts earned based on achievement between threshold and target levels are determined by linear interpolation as described above. There is no adjustment of the objectively determined bonus payout based on individual performance. Actual bonus payouts were based on the below formula:

Salary Actually Paid in the Year	x	**Target Bonus %, divided equally for each of the four divisions**	x	**EBITDA Performance Percentage for each of the four divisions**	=	**Bonus for Performance up to Target**	+	**Dollar of executive's target bonus / Dollar value of all participants' target bonuses** X **Sum of the above target pools in each of the four divisions**	=	**Actual Bonus**

The award payable for 2016 for Mr. Randolph was based on the achievement of the Performance Chemicals division. To the extent that Performance Chemicals achieves at least 95% of its annual EBITDA target, a threshold bonus of 25% of the targeted bonus was earned. To the extent that Performance Chemicals achieves at least 99% of its annual EBITDA target, the full target bonus was paid. Results between threshold and target were determined by linear interpolation.

To the extent that Performance Chemicals exceeded its EBITDA target, an above target pool was created as determined in the manner described above. The above target pool was allocated to Mr. Randolph based on the dollar value of his target bonus divided by the dollar value of all participants' target bonuses in the Performance Chemicals group times the value of the above target pool. There is no cap on the percentage of target bonus opportunity for the achievement of above-target performance.

The award payable for 2016 for Mr. Ferrall was based on the achievement of Refining Services (formerly Eco Services). To the extent that Refining Services achieved at least 95% of its annual EBITDA target, a threshold bonus of 25% of the targeted bonus was earned. To the extent that Refining Services achieved at least 99% of its annual EBITDA target, the full target bonus was paid. Results between threshold and target were determined by linear interpolation.

To the extent that Refining Services exceeded 100% of its EBIDTA target, an above target pool was created as determined in the manner described above. The above target pool was allocated to Mr. Ferrall based on the dollar value of his target bonus divided by the dollar value of all participants' target bonuses in Refining Services times the value of the above target pool. There is no cap on the percentage of target bonus opportunity for the achievement of above-target performance.

The award payable for 2016 for Mr. Kolberg was based on the achievement of the Catalyst division. To the extent that Catalyst achieved at least 95% of its annual EBITDA target, a threshold bonus of 25% of the targeted bonus was earned. To the extent that Catalyst achieved at least 99% of its annual EBITDA target, the full target bonus was paid. Results between threshold and target were determined by linear interpolation.

To the extent that Catalyst exceeded 100% of its EBIDTA target, an above target pool was created as determined in the manner described above. The above target pool was allocated to Mr. Kolberg based on the dollar value of his target bonus divided by the dollar value of all participants' target bonuses in the Catalyst group times the value of the above target pool. There is no cap on the percentage of target bonus opportunity for the achievement of above-target performance.

Actual bonus payouts for Messrs. Randolph, Ferrall and Kolberg were based on the below formula:

Salary Actually Paid in the Year	x	**Target Bonus %**	x	**EBITDA Performance Percentage for the division in which executive resides**	=	**Bonus for Performance up to Target**	+	**Dollar of executive's target bonus / Dollar value of all participants' target bonuses in the executive's division X The above target pool in the executive's division**	=	**Actual Bonus**

Annual Performance Award Actually Earned in 2016

Annual performance award targets were based upon pro forma adjusted EBITDA for 2016 as set forth below. Actual pro forma adjusted EBITDA for 2016 is also set forth below.

Business Segments	Target	Actual
Performance Materials & Chemicals	$ 256,179	$ 231,791
Environmental Catalysts & Services	$ 207,741	$ 221,804

Actual bonus payouts for each of our executive officers by business division were as follows:

Division	Percentage Earned	James Gentilcore	Michael Crews	Scott Randolph(1)	Paul Ferrall	Ray Kolberg	George Biltz(2)
Performance Chemicals	87%	$ 0	$ 0	$ 0	N/A	N/A	$ 0
Performance Materials (Formerly Potters)	100%	$ 103,125	$ 79,688	N/A	N/A	N/A	$ 93,750
Catalyst	111%	$ 265,374	$ 205,062	N/A	N/A	$ 820,246	$ 241,249
Refining Services	105%	$ 153,012	$ 118,236	N/A	$ 472,947	N/A	$ 139,102
2016 Total Bonus Award		$ 521,511	$ 402,986	$ 0	$ 472,947	$ 820,246	$ 474,101

(1) Mr. Randolph did not earn a bonus for 2016 under the terms of the PQIP, but was awarded a special bonus of $200,000 by the Board for successfully combining Performance Chemicals Worldwide.

(2) As further described below, in connection with his termination of employment, Mr. Biltz was paid a pro-rata amount of the bonus which he would otherwise have earned under the PQIP in 2016.

Plan Structure for 2017

Commencing in 2017, the PQIP will be structured to reflect PQ's two operating segments:

- Performance Materials & Chemicals Group
- Environmental Catalysts & Services Group

For Messrs. Gentilcore and Crews, target annual performance-based cash incentive opportunities will be based on the achievement of the annual EBITDA targets for the two operating segments:

- Performance Materials & Chemicals Group – 50%
- Environmental Catalysts & Services Group – 50%

To the extent the Company exceeds its EBITDA target, an above target pool will be created, as described above for 2016 bonuses but determined based solely on achievement of the Company's EBITDA target. An individual executive will be allocated an amount equal to the dollar value of his or her target bonus as a percentage of the dollar amount of all participants' target bonuses, multiplied by the amount in the pool.

For Messrs. Randolph and Ferrall, target annual performance-based cash incentive opportunity will be based on the achievement of the EBITDA target for their respective operating segment:

- Mr. Randolph – 100% Performance Materials & Chemicals Group
- Mr. Ferrall – 100% Environmental Catalysts & Services Group

To the extent the Company exceeds its EBITDA target, Messrs. Randolph and Ferrall will be eligible to receive amounts greater than their target bonuses in the same fashion as Messrs. Gentilcore and Crews.

Long-Term Equity Based Incentive Awards

Our equity incentive awards currently consist of restricted stock in the form of Class A Shares, options on Class A Shares, and restricted stock in the form of Class B Shares. Historically, executive officers have received other classes of equity, but over time all of those have been converted into restricted stock in the form of Class A Shares, options on Class A Shares, or restricted stock in the form of Class B Shares.

In keeping with our pay for performance culture, the options and restricted stock are partially time vested, partially performance vested and partially both time and performance vested. The terms of the performance vesting are described in more detail below.

Our equity incentive awards have typically been made to our named executive officers at the time of hire, promotion into a new position, or as consideration for a change in the terms of an employment contract or offer letter. In addition to these, awards have been made for other specific reasons, including employment contract or offer letter provisions which provide for grants subsequent to hire.

The time vested restricted stock and stock options vest ratably over periods ranging from three to four years, subject to accelerated vesting upon a change in control. The performance based stock options and performance vested restricted stock currently outstanding are all unvested and will only vest upon the occurrence of either: (1) the receipt of aggregate net proceeds by investment funds affiliated with CCMP with respect to their shares of capital stock of the Company, when divided by their equity investment in the Company, resulting in a quotient equal to or greater than two; or (2) from and after the date of the consummation of this offering, the achievement with respect to shares of common stock of an average closing trading price equal or exceeding, in any 10 trading day period, the lowest amount which when multiplied by the number of shares of common stock then held by investment funds affiliated with CCMP and added to the aggregate net proceeds received by investment funds affiliated with CCMP with respect to their shares of capital stock of the Company would yield a quotient of equal or greater than two when divided by the investment funds' affiliated with CCMP equity investment in the Company. The quotients described under (1) and (2) above are referred to in this Compensation Discussion & Analysis as the "MOI Target."

Unvested equity awards at the time of this offering will continue to vest pursuant to their original terms following this offering, after giving effect to any conversion of the underlying common stock as a result of the Reclassification described above.

All of our named executive officers currently own vested and unvested equity awards from grants made in and prior to 2016 in the form of time and performance vested restricted stock and options.

Grants Made to Named Executive Officers in 2016

Long term equity based incentive awards were made in 2016 to Mr. Gentilcore, in connection with his joining the Company. Mr. Gentilcore's 2016 equity grants were as follows:

Type of award	Shares	Strike price	Grant value	Vesting Terms
Class B restricted	5,412	N/A		Three year ratable time vesting
Class A options	24,350	$71.06		50% ratable three year time vesting and 50% on achievement of the MOI Target
Class B restricted	4,058	N/A		50% ratable three year time vesting and 50% on achievement of the MOI Target

Long term equity based incentive awards were made to Mr. Crews in 2016, in connection with the one year anniversary of his employment:

Type of award	Shares	Strike price	Grant value	Vesting Terms
Class A options	10,349	$71.06		50% ratable three year time vesting and 50% on achievement of the MOI Target
Class B restricted	1,725	N/A		50% ratable three year time vesting and 50% on achievement of the MOI Target

Long term equity based incentive awards were made to Mr. Randolph in 2016, in connection with a corporate reorganization tied to the merger of the Company with Refining Services.

Type of award	Shares	Strike price	Grant value	Vesting Terms
Class A options	17,255	$70.94		25% per year ratable time vesting with the first year deemed vested at the time of grant.

Long term equity based incentive awards were made to Mr. Ferrall in 2016, in connection with a corporate reorganization tied to the merger of the Company with Refining Services.

Type of award	Shares	Strike price	Grant value	Vesting Terms
Class A options	17,255	$70.94		25% per year ratable time vesting with the first year deemed vested at the time of grant.

Long term equity based incentive awards were made to Mr. Kolberg in 2016, in connection with the start of his employment, in accordance with his offer letter.

Type of award	Shares	Strike price	Grant value	Vesting Terms
Class A options	6,178	$60.71		50% time vesting (1,544 options vesting on 1/1/18 and 1,545 options vesting on 1/1/20) and 50% - 3,089 options are performance and time vesting, on the earlier of achievement of the MOI Target or 1/1/20
Class B shares	2,645	N/A		50% time vesting (661 shares vesting on 1/1/18 and 661 shares vesting on 1/1/20) and 50% - 1,323 shares are performance and time vesting, on the earlier of achievement of the MOI Target or 1/1/20

Long term equity based incentive awards were made to Mr. Biltz in 2016, in connection with the one year anniversary of his employment, per his offer letter. However, as noted below, all of these awards, other than 1,555 of the time vesting restricted Class B shares, were forfeited as a result of Mr. Biltz's termination of employment and/or the failure of the performance vesting targets to be achieved.

Type of award	Shares	Strike price	Grant value	Vesting Terms
Class A options	24,350	$70.94		50% ratable three year time vesting and 50% on achievement of the MOI Target
Class B shares	4,667	N/A		50% ratable three year time vesting and 50% on achievement of the MOI Target

Grants Made to Named Executive Officers in 2017

Long term equity based incentive awards were made to Mr. Gentilcore in 2017, to correct a shortfall in his initial new hire grants (the grant date value of which had been initially determined using a target value that assumed a lower base salary than Mr. Gentilcore actually receives):

Type of award	Shares	Strike price	Grant value	Vesting Terms(1)
Class A options	2,435	$79.25		50% ratable three year time vesting and 50% on achievement of the MOI target
Class B restricted	406	N/A		50% ratable three year time vesting and 50% on achievement of the MOI target

(1) Vesting schedule is the same as the 2016 new-hire grants.

We expect to adopt a schedule of regular periodic grants once our shares become publicly traded. We anticipate awarding a significant portion of the annual pay mix in equity incentive awards for our executive officers, in a manner that is consistent with our compensation philosophy and competitive with our peer group practices.

Additional Executive Benefits and Perquisites

We provide our named executive officers with certain executive benefits that the Compensation Committee believes are reasonable and in the best interests of the company and our shareholders. These are described in the footnotes to our 2016 Summary Compensation Table below. Consistent with our compensation philosophy, and subject to any revisions discussed below, we currently intend to continue to maintain our current benefits for our named executive officers, including executive physicals, life insurance and other benefits described in the footnotes below. The Compensation Committee, in its discretion, may revise, amend or add to an officer's executive benefits if it deems it advisable. We believe these benefits are generally equivalent to benefits provided by comparable companies based on our expertise and knowledge of general industry practices.

Health and Welfare Benefits

Our named executive officers have the option to participate in various employee welfare benefit programs, including medical, dental and life insurance benefits. These benefit programs are generally available to all employees.

Relocation Assistance

The company's business needs require it on occasion to relocate certain employees. To meet this need, we may, on a case by case basis, cover certain expenses, including temporary housing, relocation, living and travel expenses. Relocation payments made in 2016 are described in the footnotes to our 2016 Summary Compensation Table below.

Employment Agreements; Severance and Change in Control Benefits

In 2017, the Company continued to maintain employment contracts with certain of its named executive officers that provide benefits upon a termination of employment.

As of December 31, 2016, the following severance terms were in place for each of the named executive officers other than Mr. Biltz:

Named Executive	Severance Benefits Payable Upon a Termination without Cause or for Good Reason*	Change in Control Severance Benefits**
James Gentilcore	2X base plus target bonus and pro-rated bonus for year of exit based on actual achievement of annual incentive targets; 24 months' subsidized COBRA	Same as regular severance, plus accelerated vesting of equity pursuant to equity award agreement terms
Michael Crews	1.5 X base plus target bonus and pro-rated bonus for year of exit based on actual achievement of annual incentive targets; 18 months' subsidized COBRA	Same as regular severance, plus accelerated vesting of equity pursuant to equity award agreement terms
Scott Randolph	2X base plus target bonus and pro-rated bonus for year of exit based on actual achievement of annual incentive target; 24 months' subsidized COBRA	Same as regular severance plus accelerated vesting of equity pursuant to equity award agreement terms
Paul Ferrall	2X base plus target bonus and pro-rated bonus for year of exit based on actual achievement of annual incentive target; 24 months subsidized COBRA	Same as regular severance plus accelerated vesting of equity pursuant to equity award agreement terms
Ray Kolberg	1X base plus target bonus and pro-rated bonus for year of exit based on actual achievement of annual incentive target; 12 months' subsidized COBRA	Same as regular severance plus accelerated vesting of equity pursuant to equity award agreement terms

* Messrs. Randolph and Ferrall are each also entitled, in the event of a termination of employment due to their death or disability, to the subsidized COBRA benefits described above and a pro rata amount of the bonus that would have been earned for the year of termination based on actual performance. Mr. Gentilcore (or his estate) is also entitled, in the event of a termination of his employment due to death or disability, to a pro rata amount of his target bonus. Mr. Kolberg's severance entitlements are only payable on a termination without cause. In all cases, payment of the severance benefits is conditioned on the executive's execution of a release and continued compliance with restrictive covenants in favor of the Company.

** Equity awards subject to time vesting will vest and, as applicable, become exercisable upon the change of control. Equity awards subject to performance vesting based on the MOI Target will vest and, as applicable, become exercisable upon the change of control only if such change of control results in the MOI Target being satisfied.

Severance Payments to Mr. Biltz

Mr. Biltz received certain payments and benefits upon his stepping down and termination of employment in 2016. In accordance with the terms of his offer letter, and in consideration of Mr. Biltz entering into a release and waiver of claims, and subject to his compliance with the restrictive covenants set forth in his offer letter, the Company agreed to pay or provide Mr. Biltz the following: (i) base salary of $750,000 plus target bonus of $750,000, plus health benefits at active employee contribution rates in installments over a two year period beginning August 1, 2016 and (ii) a pro-rata amount of the annual performance bonus which would have been earned in 2016 (amount actually earned equal to $474,101). Pursuant to his separation agreement, in exchange for Mr. Biltz entering into a release and waiver of claims, the Company agreed not to repurchase Mr. Biltz's 17,111 vested restricted Class B shares and the 18,668 Class B shares purchased by Mr. Biltz in 2015.

At the time of Mr. Biltz's separation, in accordance with the terms of Mr. Biltz's equity awards, Mr. Biltz had the right to vest in: (a) 37,125 Class A options provided the MOI Target was achieved on or before the six month anniversary of his last work date of June 24, 2016 and (b) 15,557 Class B restricted shares, provided the MOI Target was achieved on or before the six month anniversary of his separation date of July 31, 2016. The MOI Target for these options and shares was not met on the specified dates, and those shares and options were forfeited. In addition, in accordance with the terms of Mr. Biltz's equity awards, at the time of his termination of employment, he was entitled to accelerated vesting of those time-based restricted shares that would have vested during the two year period following his separation date, which resulted in vesting of 10,371 of his unvested time vesting Class B restricted shares granted in 2015 and 1,555 of his unvested time vesting Class B restricted shares granted in 2016.

Accounting and Tax Considerations

In determining which elements of compensation are to be paid, and how they are weighted, on a going forward basis, we expect to take into account whether a particular form of compensation will be deductible under Section 162(m) of the Code. Section 162(m) generally limits the deductibility of compensation paid to our named executive officers (other than our Chief Financial Officer) to $1 million during any fiscal year unless such compensation is "performance-based" under Section 162(m). However, under a Section 162(m) transition rule for compensation plans or agreements of corporations which are privately held and which become publicly held in an initial public offering, compensation paid under a plan or agreement that existed prior to the initial public offering, will not be subject to Section 162(m) until the earliest of (1) the expiration of the plan or agreement, (2) a material modification of the plan or agreement, (3) the issuance of all employer stock and other compensation that has been allocated under the plan, or (4) the first meeting of shareholders at which directors are to be elected that occurs after the close of the third calendar year following the year of the initial public offering, (the "Transition Date"). After the Transition Date, rights or awards granted under the plan, other than options and stock appreciation rights, will not qualify as "performance-based compensation" for purposes of Section 162(m) unless such rights or awards are granted or vest upon pre-established objective performance goals and certain other requirements are met.

Going forward, our intent generally is to design and administer executive compensation programs in a manner that will preserve the deductibility of compensation paid to our executive officers, and we believe that a substantial portion of our current executive program (including future equity awards and annual bonuses granted under the PQIP granted to our named executive officers as described above) should satisfy the requirements for exemption from the $1 million deduction limitation. However, we reserve the right to design programs that recognize a full range of performance criteria important to our success, even where the compensation paid under such programs may not be deductible. The Compensation Committee will continue to monitor the tax and other consequences of our executive compensation program as part of its primary objective of ensuring that compensation paid to our executive officers is reasonable, performance-based and consistent with the goals of the company and its shareholders.

2016 Summary Compensation Table

The following table sets forth certain information with respect to compensation earned by or paid to our named executive officers for the year ended December 31, 2016.

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan Compensation ($)	All Other Compensation ($)(	Total ($)
James Gentilcore[1] *Chief Executive Officer*	2016							
Michael Crews *EVP & Chief Financial Officer*	2016							
Scott Randolph *EVP & Group President PM&C*	2016							
Paul Ferrall *EVP & Group President EC&S*	2016							
Ray Kolberg *President, Catalyst Product Group*	2016							
George Biltz[2] *Former Chief Executive Officer*	2016							

(1) Mr. Gentilcore became our Chief Executive Officer on July 1, 2016.
(2) Mr. Biltz stepped down as President and Chief Executive Officer effective June 24, 2016 and he terminated employment with the Company effective July 31, 2016.

2016 Grants of Plan-Based Awards

The following table summarizes plan-based awards granted to our named executive officers for the year ended December 31, 2016.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards	All Other Stock Awards: Number of Shares of Stock or Units	All Other Option Awards: Number of Securities Underlying Options	Exercise or Base Price of Option Awards	Grant Date Fair Value of Stock and Option Awards
		Threshold ($)	Target ($)	Maximum ($)	(#)	(#)	(#)	($/Sh)	($)
James Gentilcore									
Michael Crews									
Scott Randolph									
Paul Ferrall									
Ray Kolberg									
George Biltz									

2016 Outstanding Equity Awards at Fiscal Year-End

The following table sets forth certain information with respect to outstanding equity awards held by our named executive officers as of December 31, 2016.

	Option Awards					Stock Awards			
Name	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	Equity incentive plan awards: number of securities underlying unexercised unearned options (#)	Option exercise price ($)	Option expiration date	Number of shares or units of stock that have not vested (#)	Market value of shares or units stock that have not vested ($)	Equity incentive plan awards: number of unearned shares, units or other rights that have not vested (#)	Equity incentive plan awards: market value or payout value of unearned shares, units or other rights that have not vested ($)
James Gentilcore									
Michael Crews									
Scott Randolph									
Paul Ferrall									
Ray Kolberg									

Option Exercises and Stock Vested in 2016

Retirement Plan Benefits

We maintain a tax-qualified 401(k) defined contribution plan in which substantially all of our full-time U.S. employees, including our named executive officers, are eligible to participate. We currently provide an employer contribution equal to 4% of qualifying earnings and an employer matching contribution equal to 50% of a participant's contributions up to 6% of qualifying earnings, subject to limits established by the Code. In addition, our named executive officers participate in the PQ Corporation Non-Qualified Personal Retirement Account Excess Savings Plan, an excess benefit plan designed to provide supplemental Personal Retirement Account contributions that cannot be provided under our 401(k) plan due to Code limits. We believe these plans provide our named executive officers with an opportunity for tax-efficient savings and long-term financial security.

Nonqualified Deferred Compensation

All of our named executive officers participate in the PQ Corporation Non-Qualified Personal Retirement Account Excess Savings Plan, or the PRA SERP. The PRA SERP is an excess benefit plan designed to provide supplemental Personal Retirement Account contributions that cannot be provided under the PQ Corporation Savings Plan due to Code limits. The plan is administered by a committee appointed by our board of directors.

Contributions - There are no executive contributions under the PRA SERP. Each plan year, we credit to participant accounts under the PRA SERP the excess of (a) the amount that would have been credited for that year to the participant's Personal Retirement Account under our 401(k) plan disregarding the dollar limits imposed by the Code for maximum annual compensation over (b) the amount that was actually so credited. The plan administrator may from time to time also elect to make special contributions to participant accounts.

Earning and losses - Participant accounts are deemed to be invested in Vanguard target retirement funds based on a participant's age. At the end of each calendar quarter, we adjust participant accounts with earnings/losses equal to that calendar quarter's return for the applicable target retirement fund.

Vesting and distributions - Participants vest in their accounts under the PRA SERP upon completion of three years of service or, if earlier, death or disability or a change in control. The value of a participant's vested account balance is paid in a lump sum on the first to occur of the participant's separation from service or disability, provided that distributions to "key employees" within the meaning of Section 416(i) of the Code as of the date of the participant's separation from service will not be made until six (6) months after the participant's separation from service or, if earlier, the participant's death.

The following table provides information regarding participation by our named executive officers in the PRA SERP during the year ended December 31, 2016.

Executives do not contribute to the PRA SERP plan.

Name	Executive Contributions in Last FY ($)	Registrant Contributions in Last FY ($)	Aggregate Earnings in Last FY ($)	Aggregate Withdrawals/ Distributions ($)	Aggregate Balance at Last FYE ($)
James Gentilcore					
Michael Crews					
Scott Randolph					
Paul Ferrall					
Ray Kolberg					
George Biltz					

Potential Payments Upon Termination or Change-In-Control

Pursuant to the terms of their respective offer letter, employment agreement or equity award agreement, our NEOs would have been entitled to the following severance payments and benefits in connection with a termination of his employment and/or the occurrence of a change in control on December 31, 2016.

Name	Severance Pay ($)	Benefits ($)
James Gentilcore		
Michael Crews		
Scott Randolph		
Paul Ferrall		
Ray Kolberg		
George Biltz		

Director Compensation

During 2016, our independent directors received cash compensation for their services as directors. Certain directors were also granted stock options. The following table sets forth certain information with respect to cash compensation and stock options granted to our directors in 2016.

Name	Fees Earned or Paid in Cash ($)	Option Awards ($)	Total ($)
Michael Boyce			
Christopher Behrens			
Greg Brenneman			
Bob Coxon			
Andy Currie			
Jonny Ginns			
Mark McFadden			
Robert Toth			
Kyle Vann			
Timothy Walsh			

Independent Director Compensation

In 2016, each of our independent directors was paid an annual cash fee of $50,000, paid in equal quarterly installments, for his service on our board of directors. Mr. Coxon received an extra $10,000 retainer in respect of his position as chair of the Health, Safety and Environment Committee of our board of directors.

We do not pay any additional remuneration for director service to any of our directors who are either our officers, namely Mr. Gentilcore, or who are employees of CCMP or employees of INEOS. However, all directors are reimbursed for reasonable travel and lodging expenses incurred to attend meetings of our board of directors or a committee thereof.

2016 Stock Incentive Plan

The PQ Group Holdings, Inc. Stock Incentive Plan (the "2016 Plan") authorizes our Compensation Committee to grant options, stock appreciation rights, restricted shares or other share based awards to selected employees. The 2016 Plan is administered by the Compensation Committee of the board of directors. The Compensation Committee determines the recipients of awards, the types of awards to be granted and the applicable terms, provisions, limitations and performance requirements of such awards. The Compensation Committee also has the authority to conclusively interpret the 2016 Plan and any award agreements under the plan.

The Company has reserved 908,189 of our shares of Class A common stock for issuance pursuant to the 2016 Plan. To the extent any award under the 2016 Plan is cancelled, terminated or forfeited, then the number of shares of common stock covered by the award so cancelled, terminated or forfeited will again be available for awards under the 2016 Plan.

The number of shares of common stock available for grants or subject to outstanding awards shall be proportionally adjusted in the event of any dividend payable in capital stock of the Company, and any stock split, share combination, cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares or other similar event.

The Compensation Committee, in its sole discretion, may determine that an award will be immediately vested in whole or in part, or that all or any portion may not be vested until a date, or dates, subsequent to its grant date, or until the occurrence of one or more specified events, subject in any case to the terms of the 2016

Plan. The Compensation Committee may impose on any award such additional terms and conditions as the Compensation Committee determines, including terms requiring forfeiture of awards in the event of a participant's termination of service.

The Compensation Committee generally may terminate, suspend or amend the 2016 Plan in a manner that does not adversely affect outstanding awards at any time. The 2016 Plan will expire on September 28, 2024, unless earlier terminated, and thereafter will continue to govern outstanding awards granted under it.

2017 Equity Incentive Plan

We anticipate that at the time of, or shortly after, completion of this offering, we will make changes to certain of our compensation arrangements, including those covering our named executive officers and members of our board of directors. We expect to adopt a 2017 Equity Incentive Plan prior to the completion of this offering.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Consulting Agreements

CCMP Consulting Agreement

In December 2014, PQ Holdings and PQ Corporation entered into a consulting agreement with CCMP, pursuant to which CCMP agreed to provide PQ Holdings and its subsidiaries with certain financial advisory, consulting and other services in exchange for its pro rata portion of a $1.25 million quarterly consulting fee to be shared with INEOS AG pursuant to the INEOS AG consulting agreement described below under "—INEOS Consulting Agreement," and the reimbursement of reasonable out-of-pocket expenses incurred in connection with the performance of services under the agreement. The agreement also provides for payment to CCMP of a transaction fee to be shared on a pro rata basis with INEOS AG in connection with any merger, recapitalization, reorganization or other similar transaction in an amount calculated based on the total transaction value.

We paid advisory fee payments totaling $5.8 million during the year ended December 31, 2016 and reimbursement payments totaling $0.2 million during each of the years ended December 31, 2016 and 2015.

The consulting agreement provides for customary exculpation and indemnification provisions in favor of CCMP and its affiliates. The agreement is terminable by CCMP at any time upon 30 days prior written notice. In connection with this offering, the consulting agreement will be terminated in exchange for a payment to CCMP of accrued and unpaid fees in the amount of approximately $ million. The indemnification and exculpation provisions in favor of CCMP and its affiliates will survive such termination.

INEOS Consulting Agreement

In December 2014, PQ Holdings and PQ Corporation entered into an amended and restated consulting agreement with INEOS AG, an affiliate of INEOS, pursuant to which INEOS AG agreed to provide PQ Holdings and its subsidiaries with certain financial advisory, consulting and other services in exchange for its pro rata portion of a $1.25 million quarterly consulting fee to be shared with CCMP pursuant to the CCMP consulting agreement described above under "—CCMP Consulting Agreement," and the reimbursement of reasonable out-of-pocket expenses incurred in connection with the performance of services under the agreement. The agreement also provides for payment to INEOS AG of a transaction fee to be shared on a pro rata basis with CCMP in connection with any merger, recapitalization, reorganization or other similar transaction in an amount calculated based on the total transaction value. The amended and restated consulting agreement with INEOS AG amended and restated the prior consulting agreement with INEOS Capital Partners, an affiliate of INEOS, which was entered into in July 2008 on substantially similar terms.

We paid advisory fees totaling $2.2 million, $2.3 million, $2.5 million and $0.6 million during the years ended December 31, 2016, 2015 and 2014 and the three months ended March 31, 2017, respectively.

The amended and restated consulting agreement provides for customary exculpation and indemnification provisions in favor of INEOS AG and its affiliates. The agreement is terminable by INEOS AG at any time upon 30 days prior written notice. In connection with this offering, the amended and restated consulting agreement will be terminated in exchange for a payment to INEOS AG of accrued and unpaid fees in the amount of approximately $ million. The indemnification and exculpation provisions in favor of INEOS AG and its affiliates will survive such termination.

Amended and Restated Stockholders Agreement

In connection with the Business Combination, in May 2016, we entered into an amended and restated stockholders agreement with certain stockholders, including investments funds affiliated with CCMP, INEOS,

our directors and officers who hold shares of our common stock and certain other investors relating to rights and obligations with respect to ownership of our common stock, including the designation of certain director nominees, certain corporate governance rights, drag along rights, tag along rights, preemptive rights, demand and piggyback registration rights and related lockup obligations. In connection with the consummation of this offering, we intend to further amend and restate the stockholders agreement. We expect that, as so further amended and restated, the stockholders agreement will provide affiliates of CCMP with certain demand registration rights, including shelf registration rights, following the expiration of the 180-day lockup period in respect of shares of our common stock held by them and will also provide that, in the event that we register additional shares of our common stock for sale to the public following completion of this offering, we will be required to give notice of such registration to such affiliates of CCMP and certain other stockholders, and, subject to certain limitations, include shares of our common stock held by them in such registration. In addition, we will be required to bear the registration expenses, other than underwriting discounts and commissions and transfer taxes, associated with any registration of shares described above and to indemnify such stockholders and certain other persons against certain liabilities that may arise under the Securities Act in connection with any such offering and sale of our shares.

Floating Rate Senior Unsecured Notes Investment

In connection with the offering by PQ Corporation of $525.0 million aggregate principal amount of Floating Rate Senior Unsecured Notes due 2022 in May 2016, Andrew Currie, a member of our board of directors, purchased $4 million in principal amount of such notes. Interest accrues on the notes at an annual rate equal to three-month LIBOR plus 10.75%, with a 1.0% LIBOR floor, payable and reset quarterly. Mr. Currie received interest payments in respect of the notes totaling $0.3 million and $0.1 million during the year ended December 31, 2016 and the three months ended March 31, 2017, respectively, and has not received any repayment in respect of the principal amount of such notes. See “Description of Certain Indebtedness—Floating Rate Senior Unsecured Notes due 2022.”

Advisory Services Agreement

In December 2014, Eco Services Group Holdings LLC, Eco Services Intermediate Holdings LLC and Eco (collectively, the “Eco Entities”) entered into an advisory services and monitoring agreement with CCMP and Boyce Eco Investment LLC (“Boyce Eco”). Certain of our executive officers are members of Boyce Eco. Pursuant to the terms of the agreement, the Eco Entities made a one-time payment of $8 million and $1.6 million to each of CCMP and Boyce Eco, respectively, in return for advisory services performed in connection with the 2014 Acquisition. Pursuant to a payment direction and subscription agreement, in lieu of the Eco Entities making the $1.6 million payment to Boyce Eco, Boyce Eco agreed to contribute the $1.6 million transaction fee to the capital of Eco Services Group Holdings LLC. Eco Services Group Holdings LLC contributed this fee to Eco Services Intermediate Holdings LLC, who in turn contributed the amount to Eco, increasing Eco’s additional paid-in capital by $1.6 million.

In addition, CCMP agreed to provide the Eco Entities with certain financial advisory services in exchange for an annual consulting fee of $0.5 million and the reimbursement of reasonable out-of-pocket expenses incurred in connection with the performance of services under the agreement. The agreement provided for customary exculpation and indemnification provisions in favor of CCMP, Boyce Eco and each of their respective affiliates. The agreement terminated pursuant to its terms in May 2016 in connection with the Business Combination. The indemnification and exculpation provisions in favor of CCMP, Boyce Eco and each of their respective affiliates survived such termination.

CCMP received consulting fees totaling $0.3 million and $0.5 million during the years ended December 31, 2016 and 2015, respectively.

INEOS Silicas Purchase Agreement

In July 2008, PQ Corporation entered into a purchase agreement with certain affiliates of INEOS pursuant to which PQ Corporation acquired certain assets and liabilities from, and certain stock of, the entities that comprised INEOS Silicas. In connection with such acquisition, PQ Corporation agreed to make certain future payments to INEOS Silicas Limited, an affiliate of INEOS, in an amount based on PQ Corporation's U.K. taxable results. PQ Corporation paid INEOS Silicas Limited $2.3 million, $2.3 million, $1.1 million and $1.6 million during each of the years ended December 31, 2016, 2015 and 2014 and the three months ended March 31, 2017, respectively. INEOS Silicas Limited is entitled to additional payments totaling $0.3 million in the future.

Related Party Transactions Policy

In connection with this offering, we will adopt a policy with respect to the review, approval and ratification of related party transactions. Under the policy, the audit committee will be responsible for reviewing and approving related party transactions. The policy will apply to transactions, arrangements and relationships (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships in which the aggregate amount involved will, or may be expected to, exceed $120,000 with respect to any fiscal year, and where we (or one of our subsidiaries) are a participant and in which a related party has or will have a direct or indirect material interest. In the course of reviewing potential related party transactions, the audit committee will consider the nature of the related party's interest in the transaction; the presence of standard prices, rates or charges or terms otherwise consistent with arms-length dealings with unrelated third parties; the materiality of the transaction to each party; the reasons for the company entering into the transaction with the related party; the potential effect of the transaction on the status of a director as an independent, outside or disinterested director or committee member; and any other factors the audit committee may deem relevant.

PRINCIPAL STOCKHOLDERS

The following table shows information as of , 2017 regarding the beneficial ownership of our common stock (1) prior to this offering and (2) as adjusted to give effect to this offering by:

- each person or group who is known by us to own beneficially more than 5% of our common stock;
- each member of our board of directors and each of our named executive officers; and
- all members of our board of directors and our executive officers as a group.

Unless otherwise indicated below, the address for each listed director, officer and stockholder is c/o PQ Group Holdings Inc., 300 Lindenwood Drive, Valleybrooke Corporate Center, Malvern, Pennsylvania 19355. Beneficial ownership has been determined in accordance with the applicable rules and regulations promulgated under the Exchange Act. The information is not necessarily indicative of beneficial ownership for any other purpose. Under these rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting or investment power and any shares as to which the individual or entity has the right to acquire beneficial ownership within 60 days after , 2017 through the exercise of any option, warrant or other right. For purposes of calculating each person's or group's percentage ownership, shares of common stock issuable pursuant to options exercisable within 60 days after , 2017 are included as outstanding and beneficially owned for that person or group but are not treated as outstanding for the purpose of computing the percentage ownership of any other person or group. The inclusion in the following table of those shares, however, does not constitute an admission that the named stockholder is a direct or indirect beneficial owner. To our knowledge, except under applicable community property laws or as otherwise indicated, the persons named in the table have sole voting and sole investment control with respect to all shares shown as beneficially owned. For more information regarding the terms of our common stock, see "Description of Capital Stock." For more information regarding our relationship with certain of the persons named below, see "Certain Relationships and Related Party Transactions."

The numbers listed below are based on shares of our common stock outstanding as of , 2017 after giving effect to the Reclassification as if it had occurred on that date. As of , 2017, prior to giving effect to the Reclassification, we had outstanding shares of Class A common stock and shares of Class B common stock. The actual number of shares of common stock to be issued to each holder of Class B common stock in the Reclassification is subject to change based on any changes to the initial public offering price. See "The Reclassification."

	Shares Owned Before this Offering		Shares Owned After this Offering (no option exercise)		Shares Owned After this Offering (full option exercise)	
Name of Beneficial Owner	Number	Percentage	Number	Percentage	Number	Percentage
Beneficial owners of more than 5% of our common stock:						
CCMP Capital Investors III, L.P. and related investment funds(1)						
INEOS Investments Partnership(2)						
Directors and Named Executive Officers:						
James F. Gentilcore(3)						
Michael Boyce(4)						
Greg Brenneman(5)						
Timothy Walsh(5)						
Christopher Behrens(5)						
Mark McFadden(5)						
Robert Toth(5)						
Robert Coxon(6)						
Andrew Currie(7)						
Jonny Ginns						
Kyle Vann(8)						
Michael Crews(9)						
Scott Randolph(10)						
Paul Ferrall(11)						
Ray Kolberg(12)						
George Biltz(13)						
All executive officers and directors as a group (18 persons)(14)						

* Indicates less than one percent.

(1) Includes shares of our common stock held by CCMP Capital Investors III, L.P. ("CCMP Capital Investors"), shares of our common stock held by CCMP Capital Investors III (Employee), L.P. ("CCMP Employee"), shares of our common stock held by CCMP Capital Investors III (AV-7), L.P. ("CCMP AV-7"), shares of our common stock held by CCMP Capital Investors III (AV-8), L.P. ("CCMP AV-8"), shares of our common stock held by CCMP Capital Investors III (AV-9), L.P. ("CCMP AV-9"), shares of our common stock held by CCMP Capital Investors III (AV-10), L.P. ("CCMP AV-10" and, together with CCMP Capital Investors, CCMP Employee, CCMP AV-7, CCMP AV-8 and CCMP AV-9, the "CCMP Capital Funds") and shares of our common stock held by Quartz Co-Invest, L.P. ("Quartz" and, together with the CCMP Capital Funds, the "CCMP Investors"). The general partner of the CCMP Capital Funds is CCMP Capital Associates III, L.P. ("CCMP Capital Associates"). The general partner of CCMP Capital Associates is CCMP Capital Associates III GP, LLC ("CCMP Capital Associates GP"). The general partner of Quartz is CCMP Co-Invest III A GP, LLC ("CCMP Co-Invest GP"). CCMP Capital Associates GP and CCMP Co-Invest GP are each wholly owned by CCMP Capital, LP. The general partner of CCMP Capital, LP is CCMP Capital GP, LLC ("CCMP Capital GP"). CCMP Capital GP ultimately exercises voting and investment power over the shares of our common stock held by the CCMP Investors. As a result, CCMP Capital GP may be deemed to share beneficial ownership with respect to the shares of our common stock held by the CCMP Investors. The

investment committee of CCMP Capital GP with respect to the shares of our common stock consists of Messrs. Behrens, Brenneman and Walsh, each of whom serves as a director of the Company. Each of the CCMP entities has an address of c/o CCMP Capital Advisors, LP, 277 Park Avenue, New York, New York 10172.

(2) The partners of INEOS Investments Partnership are James A. Ratcliffe, John Reece, Andrew Currie and INEOS Silicas Holdings Limited. Mr. Ratcliffe, as the majority owner of INEOS Investments Partnership, has the power to control the voting and disposition of the shares of our common stock held by INEOS Investments Partnership. The address of INEOS Investments Partnership is Avenue des Uttins, 3, CH-1180, Rolle Switzerland.

(3) Includes shares of our common stock held by Mr. Gentilcore that can be acquired upon the exercise of outstanding options and shares of our common stock and shares of our restricted common stock subject to vesting conditions held by the James F. Gentilcore Trust dated June 16, 1998.

(4) Includes shares of our common stock that can be acquired upon the exercise of outstanding options.

(5) Does not include shares of our common stock held by the CCMP Investors. The address of each of Messrs. Behrens, Brenneman, McFadden, Toth and Walsh is c/o CCMP Capital Advisors, LP, 277 Park Avenue, New York, New York 10172.

(6) Includes shares of our restricted common stock subject to vesting conditions.

(7) Does not include shares of our common stock held by INEOS Investments Partnership.

(8) Includes shares of our common stock that can be acquired upon the exercise of outstanding options.

(9) Includes shares of our common stock that can be acquired upon the exercise of outstanding options and shares of our restricted common stock subject to vesting conditions.

(10) Includes shares of our common stock that can be acquired upon the exercise of outstanding options and shares of our restricted common stock subject to vesting conditions.

(11) Includes shares of our common stock that can be acquired upon the exercise of outstanding options and shares of our restricted common stock subject to vesting conditions.

(12) Includes shares of our common stock that can be acquired upon the exercise of outstanding options and shares of our restricted common stock subject to vesting conditions.

(13) Mr. Biltz stepped down as our President and Chief Executive Officer effective June 24, 2016 and terminated employment with us on July 31, 2016.

(14) Includes shares of our common stock that can be acquired upon the exercise of outstanding options and shares of our restricted common stock subject to vesting conditions.

DESCRIPTION OF CERTAIN INDEBTEDNESS

The following is a summary of certain of our indebtedness that is currently outstanding. The following descriptions do not purport to be complete and are qualified in their entirety by reference to the agreements and related documents referred to herein, copies of which have been filed as exhibits to the registration statement of which this prospectus forms a part, and may be obtained as described under "Where You Can Find More Information" in this prospectus.

Senior Secured Credit Facilities

Overview

In connection with the Business Combination, on May 4, 2016, PQ Corporation entered into (a) a $200.0 million asset-based lending facility (the "ABL Facility") with Citibank, N.A., as administrative agent and collateral agent (the "ABL Agent"), and the lenders from time to time party thereto and (b) a $1,200.0 million term loan facility (the "Term Loan Facility" and, together with the "ABL Facility," the "Senior Secured Credit Facilities") consisting of a U.S. dollar-denominated tranche in the amount of $900.0 million and a Euro-denominated tranche in the amount of approximately $300.0 million (or €265.0 million) with Credit Suisse AG, Cayman Island Branch, as administrative agent and collateral agent (the "Term Loan Agent"), and the lenders from time to time party thereto. On November 14, 2016, PQ Corporation entered into a repricing amendment to the Term Loan Facility, which increased the U.S. dollar-denominated tranche to a total amount of $927.8 million and the Euro-denominated tranche to a total amount of €283.3 million.

ABL Facility. The ABL Facility consists of a $150.0 million U.S. revolving credit facility available in U.S. dollars and such other currencies acceptable to the revolving lenders (the "U.S. ABL Facility"), a $10.0 million Canadian revolving credit facility available in Canadian dollars, U.S. dollars and such other currencies acceptable to the revolving lenders (the "Canadian ABL Facility") and a $40.0 million UK and Netherlands revolving credit facility available in Euros, Pounds Sterling, U.S. dollars and such other currencies acceptable to the revolving lenders (the "European ABL Facility"), in each case, providing for loans and letters of credit thereunder and subject to certain borrowing base limits. Proceeds from the ABL Facility are available to finance the working capital needs and other general corporate purposes of PQ Corporation and its subsidiaries, including investments, restricted payments and any other purpose not prohibited thereby. A portion of the ABL Facility not to exceed $60 million is available for the issuance of letters of credit.

The ABL Facility provides the ABL Agent customary discretion to impose reserves or availability blocks, which could materially impair the amount of borrowings that would otherwise be available and may require repayment of certain amounts outstanding under the ABL Facility.

The ABL Facility provides that PQ Corporation may request increases to the ABL Facility in an aggregate principal amount not to exceed (w) the greater of (1) $50 million and (2) the amount by which the borrowing base exceeds the aggregate commitments then outstanding, so long as the total net leverage ratio does not exceed 5.80:1.00 after giving pro forma effect to any such increase plus (x) in the case of any incremental facilities that serve to effectively replace any commitment under the ABL Facility that is terminated under the "yank-a-bank" provisions, an amount equal to the portion of the relevant terminated commitment plus (y) the amount of any permanent voluntary reduction of the commitments under the ABL Facility and/or any incremental revolving facility. The lenders are not obligated to provide such additional commitments, and any increase in commitments is subject to customary conditions precedent.

Additional borrowings under the ABL Facility will be subject to the satisfaction of customary conditions, including absence of events of default and availability.

Term Loan Facility. The Term Loan Facility provides that PQ Corporation may (a) request increases to the Term Loan Facility and add one or more incremental term loan facilities and (b) add one or more incremental

cash-flow revolving facilities and increase commitments under any then existing incremental cash-flow revolving facilities in an aggregate principal amount not to exceed (w) $200 million less any other incremental borrowings incurred in reliance on that amount, plus (x) in the case of any incremental facilities that serve to effectively extend the maturity of any term loans or commitments or effectively replace any incremental cash-flow revolving facility, an amount equal to the reductions in the term loans or commitments to be replaced thereby or the terminated incremental cash-flow revolving facility, plus (y) the amount of certain voluntary prepayment of any term loans and any permanent reduction of the commitments under any incremental cash-flow revolving facility, plus (z) an unlimited amount so long as (1) if such incremental indebtedness is secured by a lien on the collateral on a *pari passu* basis with the Senior Secured Credit Facilities, we are in compliance on a pro forma basis with a senior secured net leverage ratio of no greater than 3.95:1.00, (2) if such incremental indebtedness is secured by a lien on the collateral by a lien that is junior to the lien securing the Senior Secured Credit Facilities, we are in compliance on a pro forma basis with a secured net leverage ratio of no greater than 4.70:1.00 or (3) if such incremental indebtedness is unsecured, we are in compliance on a pro forma basis with a total net leverage ratio of no greater than 5.80:1.00. The lenders are not obligated to provide such additional commitments, and the incurrence of any incremental indebtedness is subject to customary conditions precedent.

Interest rate and fees

ABL Facility: The interest rate applicable to loans under the ABL Facility denominated in (a) U.S. dollars is equal to an applicable interest rate margin, plus, at our option, either (1) a base rate determined by the reference to the highest of (A) the prime commercial lending rate publicly announced by the ABL Agent as the "prime rate" in effect on such day, (B) the federal funds effective rate, plus 0.50%, and (C) the one-month LIBOR rate determined by reference to the cost of funds for U.S. dollar deposits, plus 1.00%, or (2) a LIBOR rate determined by reference to the costs of funds for U.S. dollar deposits for the specified interest period, as adjusted for certain statutory reserve requirements, (b) Canadian dollars is equal to an applicable interest rate margin, plus, at our option, either (1) the average rate applicable to Canadian dollar bankers' acceptances (the "B/A Equivalent Rate") or (2) the highest of (A) the prime commercial lending rate publicly announced by the ABL Agent in Canada as its "prime rate" as in effect on such day or (B) one-month B/A Equivalent Rate plus 1.0% per annum, or (c) Euros or Pounds Sterling is equal to an applicable interest rate margin, plus a LIBOR rate determined by reference to the costs of funds for the applicable currency deposits for the specified interest period, as adjusted for certain statutory reserve requirements.

A commitment fee is charged on the average daily unused portion of the ABL Facility, adjusted quarterly, of (a) 0.375% per annum if the average daily unused portion of the non-defaulting revolving lenders commitments is less than 50% or (b) 0.25% per annum if the average daily unused portion of thenon-defaulting revolving lenders commitments is equal to or greater than 50%.

Term Loan Facility. Borrowings under the Term Loan Facility (x) denominated in U.S. dollars bear interest at a rate per annum equal to an applicable interest rate margin, plus, at our option (1) a base rate determined by reference to the highest of (A) the federal funds effective rate in effect on such day, plus 0.50%, (B) the one-month LIBOR rate determined by reference to the cost of funds for U.S. dollar deposits, plus 1.00%, (C) the prime commercial lending rate publicly announced by the Term Loan Agent as the "prime rate" in effect and (D) 2.00% (solely with respect to initial term loans) or (2) a LIBOR rate determined by reference to the cost of funds for U.S. dollar deposits, as adjusted for certain statutory reserve requirements, subject to a LIBOR rate floor and (y) denominated in euros bear interest at a rate per annum equal to an applicable interest rate margin, plus, at our option (1) a base rate determined by reference to the highest of (A) the federal funds effective rate in effect on such day plus, 0.50%, (B) the one-month LIBOR rate determined by reference to the cost of funds for euro deposits, plus 1.00%, (C) the prime commercial lending rate publicly announced by the Term Loan Agent as the "prime rate" in effect and (D) 2.00% (solely with respect to initial term loans) or (2) a LIBOR rate determined by reference to the cost of funds for U.S. dollar deposits, as adjusted for certain statutory reserve requirements, subject to a LIBOR rate floor.

Mandatory prepayments

ABL Facility. If at any time the aggregate amount of outstanding loans, unreimbursed letter of credit drawings and outstanding letters of credit under either the U.S. ABL Facility, the Canadian ABL Facility or the European ABL Facility exceeds the lesser of (i) the applicable commitment amount under such facility and (ii) the then applicable borrowing base for such facility, PQ Corporation must repay the outstanding loans under such facility (and cash collateralize outstanding letters of credit) in an aggregate amount equal to such excess. If at any time the aggregate amount of outstanding loans, unreimbursed letter of credit drawings and outstanding letters of credit under the ABL Facility exceeds the lesser of (i) the sum of all commitments under the ABL Facility and (ii) the then-applicable U.S. Borrowing Base plus the then-applicable Canadian Borrowing Base plus the then-applicable European Borrowing Base, PQ Corporation must repay the outstanding loans under such facility (and cash collateralize outstanding letters of credit) in an aggregate amount equal to such excess.

Term Loan Facility. The Term Loan Facility requires PQ Corporation to prepay, subject to certain exceptions, outstanding term loans with:

- 100% of net cash proceeds of any incurrence of debt, other than the net cash proceeds of certain debt permitted under the Term Loan Facility;
- 100% of net cash proceeds above a threshold amount of certain asset sales, subject to reinvestment rights and certain other exceptions; and
- 50% (subject to step-downs to 25% and 0% based upon pro forma senior secured net leverage ratio levels of 3.50:1.00 and 3.00:1.00, respectively) of our annual excess cash flow.

Voluntary prepayment

We may voluntarily reduce the unutilized portion of the commitment amount and repay outstanding loans under the Senior Secured Credit Facilities at any time without premium or penalty other than customary “breakage” costs with respect to LIBOR borrowings.

Amortization and final maturity

All outstanding revolving loans under the ABL Facility are due and payable in full upon the expiration of its five-year term. In the case of the term loans borrowed under the Term Loan Facility, PQ Corporation is required to make scheduled quarterly payments equal to 0.25% of the original principal amount of the term loans made on the closing date of the Business Combination, with the balance due on the 6.5 year anniversary of such closing date, which date may be accelerated to six months prior to the maturity date of the 8.5% Senior Notes (as defined below) unless the 8.5% Senior Notes have been refinanced or repaid prior to such time.

Guarantees and Security

All obligations under the Senior Secured Credit Facilities are unconditionally guaranteed jointly and severally on a senior basis by: (i) in the case of the Term Loan Facility, PQ Holdings, certain of PQ Corporation’s existing and future direct and indirect wholly-owned domestic subsidiaries (collectively, the “U.S. Guarantors”); (ii) in the case of the U.S. ABL Facility, the U.S. Guarantors (other than any such person in its capacity as a primary obligor in respect of the relevant obligation); (iii) in the case of the Canadian ABL Facility, by each of the Canadian ABL Facility borrower’s wholly-owned Canadian subsidiaries (subject to customary exceptions), PQ Corporation and the U.S. Guarantors; and (iv) in the case of the European ABL Facility, by each of the European ABL Facility borrower’s wholly-owned subsidiaries organized under the laws of the Netherlands or the United Kingdom (subject to customary exceptions), PQ Corporation and the U.S. Guarantors.

All obligations under the Senior Secured Credit Facilities, and the guarantees of those obligations, are secured, subject to certain exceptions, by substantially all of the assets of the borrowers under each such facility and the assets of the respective guarantors under each such facility.

The assets securing the U.S. ABL Facility, the Canadian ABL Facility and the European ABL Facility (the "ABL Collateral") include a first priority (subject to permitted liens and other exceptions) security interest in personal property consisting of accounts receivable, inventory, cash and cash equivalents (other than cash and cash equivalents constituting proceeds of Term Loan Collateral (as defined below), cash collateral subject to certain permitted liens or certain identifiable tax and trust funds), deposit accounts and securities accounts (other than any deposit account or securities account established solely to hold identified proceeds of Term Loan Collateral), and general intangibles, instruments, chattel paper, documents, commercial tort claims, letter of credit rights and supporting obligations related to the foregoing (other than capital stock and intellectual property), intellectual property to the extent attached to or necessary to sell the foregoing and books and records to the extent related to the foregoing, and, in each case, proceeds thereof, subject to customary exceptions.

The Term Loan Facility is secured by a second priority lien on and security interest in the ABL Collateral securing the U.S. ABL Facility.

The assets securing the Term Loan Facility (the "Term Loan Collateral") include a first priority security interest (subject to permitted liens and other exceptions) on 100% of the present and future capital stock in PQ Corporation and the subsidiary guarantors' direct subsidiaries (but limited in the case of the voting capital stock of any first-tier foreign subsidiary and any direct or indirect domestic subsidiary of which substantially all of its assets consist of the equity and/or debt of one or more direct or indirect foreign subsidiaries, to 65% of such capital stock), substantially all of PQ Corporation's and the subsidiary guarantors' material owned real property and equipment and all other personal property of PQ Corporation and the subsidiary guarantors to the extent not constituting collateral securing the ABL Facility on a first priority basis, including, without limitation, contracts (other than those relating to collateral securing the ABL Facility on a first priority basis), patents, copyrights, trademarks, other general intangibles, intercompany notes and proceeds of the foregoing, subject to customary exceptions.

The ABL Facility is secured by a second priority lien on and security interest in the Term Loan Collateral.

Certain Covenants and Events of Default

The Senior Secured Credit Facilities contain a number of restrictive covenants that, among other things and subject to certain exceptions, restrict the ability of PQ Corporation and the ability of its subsidiaries to:

- incur additional indebtedness;
- pay dividends on capital stock or redeem, repurchase or retire capital stock;
- make investments, acquisitions, loans and advances;
- create negative pledge or restrictions on the payment of dividends or payment of other amounts owed from subsidiaries;
- engage in transactions with affiliates;
- sell, transfer or otherwise dispose of assets, including capital stock of subsidiaries;
- materially alter the conduct of the business;
- modify certain material documents;
- change the fiscal year;
- consolidate, merge, liquidate or dissolve;
- incur liens; and
- make prepayments of subordinated or junior debt.

PQ Holdings is also subject to a "passive holding company" covenant under the Senior Secured Credit Facilities.

In addition, the ABL Facility contains a financial covenant requiring PQ Corporation to maintain a 1.0:1.0 minimum trailing four quarter fixed charge coverage ratio, to be tested at any time that either (a) excess availability under the ABL Facility decreases to a level below the greater of 10% of the Line Cap (as defined below) and $20 million or (b) availability under the U.S. ABL Facility is less than $15 million, until the date on which (x) excess availability exceeds the greater of 10% of the Line Cap and $20 million for 30 consecutive days and (y) availability under the U.S. ABL Facility for each day over a 30 consecutive day period has been equal to or greater than $15 million. As used herein "Line Cap" means the lesser of (i) the aggregate commitments under the ABL Facility and (ii) the sum of the then-applicable U.S. borrowing base, the then-applicable Canadian borrowing base and the then-applicable European borrowing base.

The Senior Secured Credit Facilities also contain certain customary representations and warranties, affirmative covenants and reporting obligations. In addition, the lenders under the Senior Secured Credit Facilities are permitted to accelerate the loans and terminate commitments thereunder or exercise other specified remedies available to secured creditors upon the occurrence of certain events of default, subject to certain grace periods and exceptions, which include, among others, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults to certain material indebtedness, certain events of bankruptcy, certain events under the Employee Retirement Income Security Act of 1974, as amended, material judgments and changes of control.

6.75% Senior Secured Notes due 2022

Overview

In connection with the Business Combination, PQ Corporation issued $625.0 million aggregate principal amount of 6.75% Senior Secured Notes due 2022 (the "6.75% Senior Secured Notes"). Interest on the 6.75% Senior Secured Notes is payable semi-annually on May 15 and November 15 of each year. The 6.75% Senior Secured Notes will mature and be due in full on November 15, 2022.

Guarantees and collateral

The 6.75% Senior Secured Notes are guaranteed, jointly and severally, on a senior secured basis by CPQ Midco I Corporation, the direct parent of PQ Corporation ("CPQ"), and on a senior unsecured basis by PQ Holdings, in each case to the extent such entities are guarantors under the Term Loan Facility. The 6.75% Senior Secured Notes are also guaranteed, jointly and severally, on a senior secured basis by each of PQ Corporation's existing and future restricted subsidiaries that guarantee the Term Loan Facility, the Floating Rate Senior Unsecured Notes (as defined herein) and any existing and future domestic subsidiaries that guarantee any other indebtedness under any other syndicated bank or capital markets indebtedness of PQ Corporation or any restricted subsidiary in an aggregate principal amount in excess of $50 million.

The 6.75% Senior Secured Notes and the related guarantees are secured, subject to certain permitted liens and exceptions, by: (i) a first-priority security interest in substantially all of PQ Corporation's and the guarantors' property and assets that secure the Term Loan Facility (other than collateral securing the ABL Facility on a first-priority basis) and (ii) a second-priority security interest in assets that constitute ABL Collateral. The liens securing the 6.75% Senior Secured Notes and the guarantees are *pari passu* with the liens securing the Term Loan Facility subject to the *pari passu* intercreditor agreement and subordinated to the liens securing the ABL Facility on a first-priority basis subject to the ABL Facility intercreditor agreement.

Optional redemption

The 6.75% Senior Secured Notes are redeemable, in whole or in part, at the redemption prices (expressed as percentages of principal amount of 6.75% Senior Secured Notes to be redeemed) set forth below, plus accrued

and unpaid interest, if any, to, but not including, the redemption date, if redeemed on or after any of the dates below until the subsequent date below:

Year	Percentage
May 15, 2019	103.375%
May 15, 2020	101.688%
May 15, 2021 and thereafter	100.000%

PQ Corporation may redeem up to 40% of the 6.75% Senior Secured Notes at any time prior to May 15, 2019 at a redemption price equal to 106.75% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to, but not including, the redemption date, with the net cash proceeds from certain equity offerings, including this offering. PQ Corporation may also redeem some or all of the 6.75% Senior Secured Notes at any time prior to May 15, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the redemption date, plus a "make whole" premium.

Change of control and asset sale offers

Upon the occurrence of certain events defined as constituting a change of control, each holder of 6.75% Senior Secured Notes has the right, subject to certain conditions, to cause PQ Corporation to repurchase all or any part of such holder's 6.75% Senior Secured Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase.

If PQ Corporation or its restricted subsidiaries engage in certain asset sales, PQ Corporation generally must invest the net cash proceeds from such sales in its business within a period of time, prepay certain debt or, when the excess proceeds from such asset sales exceed $40 million, make an offer to purchase a principal amount of the outstanding 6.75% Senior Secured Notes equal to the excess net cash proceeds, subject to certain exceptions. The purchase price of the outstanding 6.75% Senior Secured Notes will be 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase.

Special mandatory offer to purchase

If, six months prior to November 1, 2022, any of the 8.5% Senior Notes remain outstanding, each holder of the 6.75% Senior Secured Notes has the right to require, subject to certain conditions, PQ Corporation to repurchase all or any part of such holder's 6.75% Senior Secured Notes at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase.

Certain covenants and events of default

The indenture governing the 6.75% Senior Secured Notes contains a number of negative covenants that, among other things and, subject to exceptions, restrict the ability of PQ Corporation and its restricted subsidiaries to:

- create, incur, issue, assume or otherwise become directly or indirectly liable for additional indebtedness (including guarantees thereof);
- incur liens on assets;
- pay dividends or certain other distributions on capital stock or repurchase capital stock or prepay subordinated indebtedness;
- make certain investments;
- allow certain restrictions on the ability of PQ Corporation's restricted subsidiaries to pay dividends or make other payments to PQ Corporation or any of its restricted subsidiaries;

- engage in transactions with affiliates; and
- sell certain assets or merge or consolidate with or into other companies.

If the 6.75% Senior Secured Notes have an investment grade rating from Moody's and S&P, and no default exists under the indenture governing the 6.75% Senior Secured Notes, PQ Corporation and its restricted subsidiaries will not be subject to certain of the covenants listed above.

The indenture governing the 6.75% Senior Secured Notes also contains certain customary affirmative covenants and events of default.

Floating Rate Senior Unsecured Notes due 2022

Overview

In connection with the Business Combination, PQ Corporation issued $525.0 million aggregate principal amount of Floating Rate Senior Unsecured Notes due 2022 (the "Floating Rate Senior Unsecured Notes") concurrent with the issuance of the 6.75% Senior Secured Notes. The Floating Rate Senior Unsecured Notes bear interest at an annual rate equal to three-month LIBOR plus 10.75%, with a 1% LIBOR floor, payable and reset quarterly on March 15, June 15, September 15 and December 15 of each year. The Floating Rate Senior Unsecured Notes will mature on May 1, 2022, provided that if the 8.5% Senior Notes have been refinanced or otherwise repaid prior to such date, the Floating Rate Senior Unsecured Notes will instead mature on May 1, 2023.

Guarantees

The Floating Rate Senior Unsecured Notes are guaranteed, jointly and severally, on an unsecured basis, by (i) PQ Holdings, CPQ and each restricted subsidiary of PQ Corporation that from time to time guarantees indebtedness in respect of the Senior Secured Credit Facilities (other than any foreign subsidiary guaranteeing foreign subsidiary obligations thereunder), the 8.5% Senior Notes or the 6.75% Senior Secured Notes and (ii) each restricted subsidiary of PQ Corporation that guarantees any other indebtedness under any other syndicated bank or capital markets indebtedness of PQ Corporation in an aggregate principal amount in excess of $50 million.

Optional redemption

The Floating Rate Senior Unsecured Notes are redeemable, in whole or in part, at the redemption prices (expressed as percentages of principal amount of Floating Rate Senior Unsecured Notes to be redeemed) set forth below, plus accrued and unpaid interest thereon as of the date of prepayment, if redeemed on or after any of the dates below until the subsequent date below:

Year	Percentage
May 4, 2018	106.000%
May 4, 2019	103.000%
May 4, 2020	101.000%
May 4, 2021 and thereafter	100.000%

PQ Corporation may redeem up to 50% of the Floating Rate Senior Unsecured Notes at any time prior to May 4, 2018 at a redemption price equal to 106% of the principal amount of Floating Rate Senior Unsecured Notes redeemed, plus accrued and unpaid interest, if any, to the redemption date, with the net proceeds from certain equity offerings, including this offering. PQ Corporation may also redeem some or all of the Floating Rate Senior Unsecured Notes at any time prior to May 4, 2018 at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest as of the date of prepayment, plus a "make whole" premium.

Change of control and asset sale offers

Upon the occurrence of certain events defined as constituting a change of control, each holder has the right, subject to certain conditions, to cause PQ Corporation to repurchase the Floating Rate Senior Unsecured Notes at the purchase prices (expressed as percentages of principal amount of Floating Rate Senior Unsecured Notes to be repurchased) set forth below, plus accrued and unpaid interest thereon as of the date of repurchase, if the change of control event occurs on or after any of the dates below until the subsequent date below:

Year	Percentage
May 4, 2018	106.000%
May 4, 2019	103.000%
May 4, 2020	101.000%
May 4, 2021 and thereafter	100.000%

Upon the occurrence of certain events defined as constituting a change of control at any time prior to May 4, 2018, PQ Corporation would be required to repurchase the Floating Rate Senior Unsecured Notes at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest as of the date of repurchase, plus a "make whole" premium. If PQ Corporation or its restricted subsidiaries engage in certain asset sales, PQ Corporation generally must invest the net cash proceeds from such sales in its business within a period of time, prepay certain debt or, when the excess proceeds from such asset sales exceed $40 million in the aggregate, make an offer to purchase a principal amount of the outstanding Floating Rate Senior Unsecured Notes equal to the excess net cash proceeds, subject to certain exceptions. The purchase price of the outstanding Floating Rate Senior Unsecured Notes will be 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase.

Certain covenants and events of default

The notes purchase agreement governing the Floating Rate Senior Unsecured Notes contains a number of negative covenants that, among other things and, subject to exceptions, restrict the ability of PQ Corporation and its restricted subsidiaries to:

- create, incur, issue, assume or otherwise become directly or indirectly liable with respect to any additional indebtedness (including guarantees thereof);
- incur liens on assets;
- pay dividends or certain other distributions on equity interests or repurchase equity interests or prepay subordinated indebtedness;
- make certain investments or other restricted payments;
- allow certain restrictions on the ability of our restricted subsidiaries to pay dividends, make other payments to us or sell or transfer assets;
- engage in transactions with affiliates; and
- sell certain assets or merge or consolidate with or into other companies.

The notes purchase agreement governing the Floating Rate Senior Unsecured Notes also contains certain customary affirmative covenants and events of default.

8.5% Senior Notes due 2022

Overview

In October 2014, Eco, together with Eco Finance Corp., issued $200.0 million aggregate principal amount of 8.5% Senior Notes due 2022 (the "8.5% Senior Notes"). Interest on the 8.5% Senior Notes is payable semi-annually on May 1 and November 1 of each year. The 8.5% Senior Notes will mature and be due in full on November 1, 2022.

In connection with the Business Combination, PQ Corporation assumed all of the obligations of Eco and Eco Finance Corp. under the 8.5% Senior Notes and the related indenture.

Guarantees

The 8.5% Senior Notes are guaranteed, jointly and severally, by PQ Holdings, CPQ and each of PQ Corporation's existing and future domestic subsidiaries, in each case to the extent such entities are guarantors under the Senior Secured Credit Facilities.

Optional redemption

The 8.5% Senior Notes are redeemable, in whole or in part, at the redemption prices (expressed as percentages of principal amount of 8.5% Senior Notes to be redeemed) set forth below, plus accrued and unpaid interest thereon, if any, to, but not including, the redemption date, if redeemed on or after any of the dates below until the subsequent date below:

Year	Percentage
November 1, 2017	104.250%
November 1, 2018	102.125%
November 1, 2019 and thereafter	100.000%

PQ Corporation may redeem up to 40% of the 8.5% Senior Notes at any time prior to November 1, 2017 at a redemption price equal to 108.5% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to, but not including, the redemption date, with the net cash proceeds from certain equity offerings, including this offering. PQ Corporation may also redeem some or all of the 8.5% Senior Notes at any time prior to November 1, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the redemption date, plus a "make whole" premium.

Change of control and asset sale offers

Upon the occurrence of certain events defined as constituting a change of control, each holder of 8.5% Senior Notes has the right, subject to certain conditions, to cause PQ Corporation to repurchase all or any part of such holder's 8.5% Senior Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase.

If PQ Corporation or its restricted subsidiaries engage in certain asset sales, PQ Corporation generally must invest the net cash proceeds from such sales in its business within a period of time, prepay certain debt or, when the excess proceeds from such asset sales exceed $25 million, make an offer to purchase a principal amount of the outstanding 8.5% Senior Notes equal to the excess net cash proceeds, subject to certain exceptions. The purchase price of the outstanding 8.5% Senior Notes will be 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase.

Certain covenants

The indenture governing the 8.5% Senior Notes contains a number of negative covenants that, among other things and, subject to exceptions, restrict the ability of PQ Corporation and its restricted subsidiaries to:

- create, incur, issue, assume or otherwise become directly or indirectly liable for additional indebtedness (including guarantees thereof);
- incur liens on assets;
- pay dividends or certain other distributions on equity interests or repurchase equity interests or prepay subordinated indebtedness;

- make certain investments;
- allow certain restrictions on the ability of PQ Corporation's restricted subsidiaries to pay dividends or make other payments to PQ Corporation or any of its restricted subsidiaries;
- engage in transactions with affiliates; and
- sell certain assets or merge or consolidate with or into other companies.

If the 8.5% Senior Notes have an investment grade rating from Moody's and S&P, and no default exists under the indenture governing the 8.5% Senior Notes, PQ Corporation and its restricted subsidiaries will not be subject to certain of the covenants listed above.

The indenture governing the 8.5% Senior Notes also contains certain customary affirmative covenants and events of default.

New Markets Tax Credits Financing

We have entered into three separate NMTC financing arrangements to fund the expansion of manufacturing facilities in Paris, Texas and Augusta, Georgia. The NMTC program, which is administered by the United States Treasury Department, requires certain balance sheet commitments. The NMTC financing arrangements will provide the company with certain monetary benefits as an offset to specifically identified capital expenditures. The NMTC arrangements require that certain commitments and covenants be maintained over the course of seven years of the closing of the transaction in order to recognize the benefit.

On October 24, 2013, Potters entered into an NMTC financing arrangement with JPMorgan Chase Bank N.A. and several of its affiliates ("Chase"), and TX CDE V LLC, an affiliate of Texas LIC Development Company LLC d/b/a Texas Community Development Capital ("TX CDE"), whereby Chase agreed to contribute $6.6 million and an additional $15.6 million in funds lent to Chase by Potters Holdings II, L.P. to TX CDE. TX CDE, in turn, lent $21.0 million in the form of $5.4 million and $15.6 million notes, or the Loans, to Potters, which used the proceeds of the notes to finance the expansion of Potters' manufacturing facility in Paris, Texas. The full $21.0 million remained outstanding as of March 31, 2017. The capital expenditures associated with the NMTC financing arrangement were completed in 2014.

On May 17, 2016, Potters entered into an NMTC financing arrangement with U.S. Bank N.A. and several of its affiliates ("USB") and MRC XX, LLC, an affiliate of Midwest Renewable Capital, LLC ("MRC XX"), whereby USB agreed to contribute $3.7 million and an additional $7.8 million in funds lent to USB by Potters Holdings II, L.P. to MRC XX. MRC XX, in turn, lent $11.0 million in the form of $7.8 million, $1.3 million and $1.9 million notes, to Potters, which used the proceeds of the notes as working capital and to finance the expansion of Potters' manufacturing facility in Augusta, Georgia. The full $11.0 million remained outstanding as of March 31, 2017. The capital expenditures and working capital associated with the NMTC financing arrangement were completed in 2017.

On December 29, 2016, Potters entered into another NMTC financing arrangement with USB and MRC XXI, LLC, an affiliate of Midwest Renewable Capital, LLC ("MRC XXI"), whereby USB agreed to contribute $3.8 million and an additional $7.8 million in funds lent to USB by Potters Holdings II, L.P. to MRC XXI. MRC XXI, in turn, lent $11.0 million in the form of $7.8 million, $1.4 million and $1.8 million notes, to Potters, which will use the proceeds of the Loans as working capital for another expansion of Potters' manufacturing facility in Paris, Texas. The full $11.0 million remained outstanding as of March 31, 2017. Potters expects to expend the proceeds of the notes as working capital in 2017.

DESCRIPTION OF CAPITAL STOCK

General

Upon the closing of this offering, the total amount of our authorized capital stock will consist of shares of common stock, par value $0.01 per share and shares of undesignated preferred stock. As of March 31, 2017, we had outstanding 625,653 shares of Class A common stock and 6,711,756 shares of Class B common stock. In connection with the Reclassification, all of the outstanding Class A common stock and Class B common stock was reclassified into shares of common stock. See "The Reclassification." As of March 31, 2017, we had 103 stockholders of record of Class A common stock and 66 stockholders of record of Class B common stock and had outstanding options to purchase 248,900 shares of Class A common stock, which options were exercisable at a weighted average exercise price of $72.01 per share.

After giving effect to this offering, we will have shares of common stock and no shares of preferred stock outstanding. The following summary describes all material provisions of our capital stock. We urge you to read our certificate of incorporation and our bylaws, which are included as exhibits to the registration statement of which this prospectus forms a part.

Our certificate of incorporation and bylaws will contain provisions that are intended to enhance the likelihood of continuity and stability in the composition of the board of directors and which may have the effect of delaying, deferring or preventing a future takeover or change in control of our company unless such takeover or change in control is approved by our board of directors. These provisions include a classified board of directors, elimination of stockholder action by written consents (except in limited circumstances), elimination of the ability of stockholders to call special meetings (except in limited circumstances), advance notice procedures for stockholder proposals and supermajority vote requirements for amendments to our certificate of incorporation and bylaws.

Common Stock

Dividend Rights. Subject to preferences that may apply to shares of preferred stock outstanding at the time, holders of outstanding shares of our common stock will be entitled to receive dividends out of assets legally available at the times and in the amounts as the board of directors may from time to time determine.

Voting Rights. Each outstanding share of our common stock will be entitled to one vote on all matters submitted to a vote of stockholders. Holders of shares of our common stock shall have no cumulative voting rights.

Preemptive Rights. Our common stock will not be entitled to preemptive or other similar subscription rights to purchase any of our securities.

Conversion or Redemption Rights. Our common stock will not have any conversion rights and there will be no redemption or sinking fund provisions applicable to our common stock.

Liquidation Rights. Upon our liquidation, the holders of our common stock will be entitled to receive pro rata our assets that are legally available for distribution, after payment of all debts and other liabilities and subject to the prior rights of any holders of preferred stock then outstanding.

Stock Exchange Listing. We intend to list our common stock on the New York Stock Exchange under the symbol "PQG."

Preferred Stock

Our board of directors may, without further action by our stockholders, from time to time, direct the issuance of shares of preferred stock in series and may, at the time of issuance, determine the designations,

powers, preferences, privileges, and relative participating, optional or special rights as well as the qualifications, limitations or restrictions thereof, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights of the common stock. Satisfaction of any dividend preferences of outstanding shares of preferred stock would reduce the amount of funds available for the payment of dividends on shares of our common stock. Holders of shares of preferred stock may be entitled to receive a preference payment in the event of our liquidation before any payment is made to the holders of shares of our common stock. Under certain circumstances, the issuance of shares of preferred stock may render more difficult or tend to discourage a merger, tender offer or proxy contest, the assumption of control by a holder of a large block of our securities or the removal of incumbent management. Upon the affirmative vote of a majority of the total number of directors then in office, our board of directors, without stockholder approval, may issue shares of preferred stock with voting and conversion rights which could adversely affect the holders of shares of our common stock and the market value of our common stock. Upon consummation of this offering, there will be no shares of preferred stock outstanding, and we have no present intention to issue any shares of preferred stock.

Anti-Takeover Effects of our Certificate of Incorporation and Bylaws

Our certificate of incorporation and bylaws will contain certain provisions that are intended to enhance the likelihood of continuity and stability in the composition of the board of directors and which may have the effect of delaying, deferring or preventing a future takeover or change in control of the company unless such takeover or change in control is approved by the board of directors.

These provisions include:

Classified Board. Our certificate of incorporation will provide that our board of directors will be divided into three classes of directors, with the classes as nearly equal in number as possible. As a result, approximately one-third of our board of directors will be elected each year. The classification of directors will have the effect of making it more difficult for stockholders to change the composition of our board. Our certificate of incorporation will also provide that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, the number of directors will be fixed exclusively pursuant to a resolution adopted by our board of directors. Upon completion of this offering, our board of directors will have members.

Action by Written Consent; Special Meetings of Stockholders. Our certificate of incorporation will provide that stockholder action can be taken only at an annual or special meeting of stockholders and cannot be taken by written consent in lieu of a meeting once cease to beneficially own more than 50% of our outstanding shares. Our certificate of incorporation and bylaws will also provide that, except as otherwise required by law, special meetings of the stockholders can only be called by the chairman or vice-chairman of the board, the chief executive officer, or pursuant to a resolution adopted by a majority of the board of directors or, until the date that cease to beneficially own more than 50% of our outstanding shares, at the request of holders of 50% or more of our outstanding shares. Except as described above, stockholders will not be permitted to call a special meeting or to require the board of directors to call a special meeting.

Removal of Directors. Our certificate of incorporation will provide that our directors may be removed only for cause by the affirmative vote of at least 75% of the voting power of our outstanding shares of capital stock, voting together as a single class. This requirement of a supermajority vote to remove directors could enable a minority of our stockholders to prevent a change in the composition of our board.

Advance Notice Procedures. Our bylaws will establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to the board of directors. Stockholders at an annual meeting will only be able to consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the board of directors or by a stockholder who was a stockholder of record on the record date for the meeting,

who is entitled to vote at the meeting and who has given our Secretary timely written notice, in proper form, of the stockholder's intention to bring that business before the meeting. Although the bylaws will not give the board of directors the power to approve or disapprove stockholder nominations of candidates or proposals regarding other business to be conducted at a special or annual meeting, the bylaws may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed or may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of the company.

Super Majority Approval Requirements. The Delaware General Corporation Law generally provides that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless either a corporation's certificate of incorporation or bylaws requires a greater percentage. Our certificate of incorporation and bylaws will provide that the affirmative vote of holders of at least 75% of the total votes eligible to be cast in the election of directors will be required to amend, alter, change or repeal specified provisions once cease to beneficially own more than 50% of our outstanding shares. This requirement of a supermajority vote to approve amendments to our certificate of incorporation and bylaws could enable a minority of our stockholders to exercise veto power over any such amendments.

Authorized but Unissued Shares. Our authorized but unissued shares of common stock and preferred stock will be available for future issuance without stockholder approval. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of common stock and preferred stock could render more difficult or discourage an attempt to obtain control of a majority of our common stock by means of a proxy contest, tender offer, merger or otherwise.

Business Combinations with Interested Stockholders. We have elected in our certificate of incorporation not to be subject to Section 203 of the Delaware General Corporation Law, an antitakeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with a person or group owning 15% or more of the corporation's voting stock for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Accordingly, we are not subject to any anti-takeover effects of Section 203. However, our certificate of incorporation will contain provisions that have the same effect as Section 203, except that they provide that CCMP, and certain of its transferees and affiliates will not be deemed to be "interested stockholders," regardless of the percentage of our voting stock owned by them, and accordingly will not be subject to such restrictions.

Exclusive Forum. Our certificate of incorporation will provide that, subject to limited exceptions, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or our bylaws, or (iv) any other action asserting a claim against us that is governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and to have consented to the provisions of our certificate of incorporation described above. Although we believe these provisions benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against our directors and officers. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could find the choice of forum provisions contained in our certificate of incorporation to be inapplicable or unenforceable.

Corporate Opportunities

Our certificate of incorporation will provide that we renounce any interest or expectancy of the company in the business opportunities of CCMP and INEOS and of their respective officers, directors, agents, stockholders, members, partners, affiliates and subsidiaries and each such party shall not have any obligation to offer us those opportunities unless presented to a director or officer of the company in his or her capacity as a director or officer of the company.

Limitations on Liability and Indemnification of Officers and Directors

Our certificate of incorporation will limit the liability of our directors to the fullest extent permitted by the Delaware General Corporation Law and provides that we will indemnify them to the fullest extent permitted by such law. We expect to enter into indemnification agreements with our current directors and executive officers prior to the completion of this offering and expect to enter into a similar agreement with any new directors or executive officers. We expect to increase our directors' and officers' liability insurance coverage prior to the completion of this offering.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be . Its address is . Its telephone number is .

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there was no public market for our common stock, and we cannot predict what effect, if any, market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Nevertheless, sales of substantial amounts of our common stock in the public market, or the perception that such sales could occur, could materially and adversely affect the market price of our common stock and could impair our future ability to raise capital through the sale of our equity or equity-related securities at a time and price that we deem appropriate.

Upon the consummation of this offering, we will have outstanding an aggregate of approximately shares of common stock. Of the outstanding shares, the shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except any shares purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act, may be sold only in compliance with the limitations described below. The remaining outstanding shares of common stock will be deemed restricted securities, as defined under Rule 144. Restricted securities may be sold in the public market only if registered or if they qualify for an exemption from registration under Rules 144 or 701 under the Securities Act, which we summarize below. Approximately of these shares will be subject to lock-up agreements described below.

Taking into account the lock-up agreements described below, and assuming Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC do not release stockholders from these agreements, the following shares will be eligible for sale in the public market at the following times, subject to the provisions of Rule 144 and Rule 701:

Date Available for Resale	Shares Eligible For Sale	Comment
On the date of this offering (, 2017)		Shares eligible for sale under Rule 144 and Rule 701
180 days after the date of this offering (, 2017)		Lock-up released, shares eligible for sale under Rule 144 (subject, in some instances, to volume limitations) and Rule 701

Rule 144

In general, under Rule 144, beginning 90 days after the date of this prospectus, a person who is not our affiliate and has not been our affiliate at any time during the preceding three months will be entitled to sell any shares of our common stock that such person has beneficially owned for at least six months, including the holding period of any prior owner other than one of our affiliates, without regard to volume limitations. Sales of our common stock by any such person would be subject to the availability of current public information about us if the shares to be sold were beneficially owned by such person for less than one year.

Approximately shares of our common stock that are not subject to thelock-up agreements described below will be eligible for sale under Rule 144 immediately upon the consummation of this offering.

Beginning 90 days after the date of this prospectus, our affiliates who have beneficially owned shares of our common stock for at least six months, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering, assuming an initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus; and

- the average weekly trading volume in our common stock on the New York Stock Exchange during the four calendar weeks preceding the date of filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

In general, under Rule 701 as currently in effect, any of our employees, directors, officers, consultants or advisors who purchase shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is entitled to sell such shares 90 days after the effective date of this offering in reliance on Rule 144, in the case of affiliates, without having to comply with the holding period requirements of Rule 144 and, in the case of non-affiliates, without having to comply with the public information, holding period, volume limitation or notice filing requirements of Rule 144.

Lock-Up Agreements

Our officers, directors and other stockholders owning an aggregate of shares of our common stock will be subject to lock-up agreements with the underwriters that will restrict the sale of the shares of our common stock held by them for 180 days, subject to certain exceptions. See "Underwriters" for a description of these lock-up agreements.

Registration Statements on Form S-8

Immediately after the completion of this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of our common stock issued or reserved for future issuance under our equity incentive plans. This registration statement would cover approximately shares. Shares registered under the registration statement will generally be available for sale in the open market after the 180-day lock-up period immediately following the date of this prospectus.

Registration Rights

Beginning 180 days after the date of this prospectus, subject to certain exceptions, holders of shares of our common stock will be entitled to the registration rights described under "Certain Relationships and Related Party Transactions—Amended and Restated Stockholders Agreement." Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon effectiveness of the registration.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following is a summary of certain material U.S. federal income tax considerations relating to the acquisition, ownership and disposition of shares of our common stock issued pursuant to this offering by "non-U.S. holders," as defined below. This summary deals only with shares of our common stock acquired by a non-U.S. holder in this offering that are held as capital assets within the meaning of Section 1221 of the Code. This summary does not address the U.S. federal income tax considerations applicable to a non-U.S. holder that is subject to special treatment under U.S. federal income tax laws, including: a dealer in securities or currencies; a financial institution; a tax-exempt organization; a non-U.S. government; an insurance company; a person holding shares of our common stock as part of a hedging, integrated, conversion or straddle transaction or a person deemed to sell shares of our common stock under the constructive sale provisions of the Code; a trader in securities that has elected the mark-to-market method of accounting; an entity or arrangement that is treated as a partnership (or is disregarded from its owner) for U.S. federal income tax purposes; a person that received shares of our common stock in connection with services provided to the company or any of its affiliates; a person whose "functional currency" is not the U.S. dollar; a "controlled foreign corporation"; or a "passive foreign investment" company.

This summary is based upon provisions of the Code, and applicable Treasury regulations promulgated or proposed thereunder, rulings, judicial decisions and administrative pronouncements of the Internal Revenue Service ("IRS"), all as in effect as of the date hereof. Those authorities may be changed, perhaps with retroactive effect, or may be subject to differing interpretations, which could result in U.S. federal income tax consequences different from those discussed below. There can be no assurance that the IRS will concur with the discussion of the tax considerations set forth below, and we have not obtained, and we do not intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences to a non-U.S. holder of the purchase, ownership or disposition of shares of our common stock. This summary does not address all aspects of U.S. federal income tax and does not address any state, local, non-U.S., gift, or estate tax considerations or any considerations relating to the alternative minimum tax or the Medicare tax on net investment income.

For purposes of this discussion, a "non-U.S. holder" is a beneficial holder of shares of our common stock that is for U.S. federal income tax purposes not a partnership or disregarded entity and not (i) an individual citizen or resident of the United States for U.S. federal income tax purposes; (ii) a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia (or otherwise treated as a domestic corporation for U.S. federal income tax purposes); (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if it (1) is subject to the primary supervision of a court within the United States and one or more "United States persons" (as defined in Section 7701(a)(30) of the Code) have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes holds shares of our common stock, the tax treatment of a person treated as a partner in such partnership for U.S. federal income tax purposes generally will depend upon the status of the partner, the activities of the partnership and certain determinations made at the partner level. Any entity or arrangement that is treated as a partnership for U.S. federal income tax purposes, and any person holding shares of our common stock through such a partnership, are urged to consult their own tax advisors regarding the tax consequents to them of acquiring, owning and disposing of shares of our common stock.

This summary is for general information only and is not, and is not intended to be, tax advice.Non-U.S. holders of shares of our common stock are urged to consult their own tax advisors concerning the tax considerations related to the acquisition, ownership and disposition of shares of our common stock in light of their particular circumstances, as well as any tax considerations relating to gift or estate taxes, the alternative

minimum tax or to the Medicare tax on net investment income, and any tax considerations arising under the laws of any other jurisdiction, including any state, local and non-U.S. income and other tax laws and under any applicable income tax treaty.

Distributions

As discussed in the section entitled "Dividend Policy" above, we do not currently expect to make distributions in respect of our common stock. In the event that we do make a distribution of cash or property with respect to our common stock, any such distributions generally will constitute dividends for U.S. federal income tax purposes to the extent of our current and accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will first constitute a return of capital and will reduce a holder's adjusted tax basis in such holder's shares of our common stock, determined on a share-per-share basis, but not below zero. Any remaining excess will be treated as capital gain and subject to the tax treatment described below in the section entitled "—Sale, Exchange, Redemption or Certain Other Taxable Dispositions of Our Common Stock."

Unless dividends, if any, are effectively connected with a non-U.S. holder's U.S. trade or business (and if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base maintained in the United States), dividends paid to a non-U.S. holder of shares of our common stock generally will be subject to U.S. federal income tax (which generally will be collected through withholding) at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty). Even if a non-U.S. holder is eligible for a lower treaty rate, dividend payments generally will be subject to withholding at a 30% rate (rather than the lower treaty rate) unless the non-U.S. holder provides a valid IRS Form W-8BEN or W-8BEN-E (or applicable successor form) certifying such holder's qualification for the reduced rate.

Subject to the discussions below regarding backup withholding and the Foreign Account Tax Compliance Act, if dividends paid to a non-U.S. holder are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base maintained in the United States), the non-U.S. holder will be exempt from U.S. federal withholding tax. To claim the exemption, the non-U.S. holder must furnish to us or the relevant withholding agent a valid IRS Form W-8ECI (or applicable successor form), certifying that the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States.

Any dividends paid on shares of our common stock that are effectively connected with a non-U.S. holder's U.S. trade or business (and, if required by an applicable tax treaty, attributable to a permanent establishment or fixed base maintained in the United States) generally will be subject to U.S. federal income tax on a net income basis in the same manner as if such holder were a U.S. person. A non-U.S. holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable tax treaty) on a portion of its effectively connected earnings and profits for the taxable year. Non-U.S. holders should consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

Non-U.S. holders who do not timely provide us or the relevant withholding agent with the required certification, but who qualify for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders should consult their tax advisors regarding their entitlement to benefits under a tax treaty.

If at the time a distribution is made we are not able to determine whether or not it will be treated as a dividend for U.S. federal income tax purposes (as opposed to being treated as a return of capital or capital gain), we or a financial intermediary may withhold tax on all or a portion of such distribution at the rate applicable to dividends. However, a non-U.S. holder may obtain a refund of any excess withholding by timely filing an appropriate claim for refund with the IRS.

Any distribution described in this section would also be subject to the discussion below in the section entitled "Foreign Account Tax Compliance Act."

Sale, Exchange, Redemption or Certain Other Taxable Dispositions of Our Common Stock

Subject to the discussions below regarding backup withholding and the Foreign Account Tax Compliance Act, anon-U.S. holder generally will not be subject to U.S. federal income tax or withholding tax on gain realized upon a sale, exchange or other taxable disposition of shares of our common stock (including a redemption, but only if the redemption would be treated as a sale or exchange rather than as a distribution for U.S. federal income tax purposes) unless: (i) the gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base maintained in the United States); (ii) the non-U.S. holder is a non-resident alien individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or (iii) we are or have been a "U.S. real property holding corporation" ("USRPHC") for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding the disposition and the non-U.S. holder's holding period for shares of our common stock (the "relevant period") and certain other conditions are met, as described below.

If the first exception applies, the non-U.S. holder generally will be subject to U.S. federal income tax on a net basis with respect to such gain in the same manner as if such holder were a resident of the United States. In addition, if the non-U.S. holder is a corporation for U.S. federal income tax purposes, such gains may, under certain circumstances, also be subject to the branch profits tax at a rate of 30% (or at a lower rate prescribed by an applicable income tax treaty), as adjusted for certain items.

If the second exception applies, the non-U.S. holder generally will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on the gain from a disposition of shares of our common stock, which may be offset by capital losses allocable to U.S. sources during the taxable year of disposition (even though the non-U.S. holder is not considered a resident of the United States), provided thenon-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

With respect to the third exception above, we believe we currently are not, and we do not anticipate becoming, a USRPHC for U.S. federal income tax purposes. Because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property interests relative to the fair market value of our other trade or business assets and our non-U.S. real property interests, there can be no assurances that we will not become a USRPHC in the future. Generally, a corporation is a USRPHC only if the fair market value of its U.S. real property interests (as defined in the Code) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Even if we are or become a USRPHC, a non-U.S. holder would not be subject to U.S. federal income tax on a sale, exchange or other taxable disposition of shares of our common stock by reason of our status as a USRPHC so long as (i) shares of our common stock continue to be regularly traded on an established securities market (within the meaning of Section 897(c)(3) of the Code) during the calendar year in which such disposition occurs and (ii) such non-U.S. holder does not own and is not deemed to own (directly, indirectly or constructively) more than 5% of the shares of our common stock at any time during the relevant period. If we are a USRPHC and the requirements described in clauses (i) or (ii) in the preceding sentence are not met, gain on the disposition of shares of our common stock generally will be taxed in the same manner as gain that is effectively connected with the conduct of a U.S. trade or business, except that the branch profits tax generally will not apply.

Information Reporting and Backup Withholding Tax

We or a financial intermediary must report annually to the IRS and to eachnon-U.S. holder the gross amount of the distributions on shares of our common stock paid to such holder and the tax withheld, if any, with respect to such distributions, regardless of whether withholding was required. This information also may be made

available under a specific treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established. A non-U.S. holder generally will be subject to backup withholding at the then applicable rate for dividends paid to such holder unless such holder furnishes a valid IRS Form W-8BEN or W-8BEN-E (or such other applicable form and documentation as required by the Code or the Treasury regulations) certifying under penalties of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a U.S. person as defined under the Code), or otherwise establishes an exemption. Dividends paid to non-U.S. holders subject to U.S. federal withholding tax, as described above in the section entitled "Distributions," generally will be exempt from U.S. backup withholding.

Information reporting and, depending on the circumstances, backup withholding will apply to the payment of the proceeds of a sale or other disposition of shares of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or non-U.S., unless such holder certifies that it is not a U.S. person (as defined under the Code) and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the U.S. through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Prospective investors should consult their own tax advisors regarding the application of the information reporting and backup withholding rules to them.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a credit against a non-U.S. holder's U.S. federal income tax liability, if any, and may entitle such holder to a refund, provided that an appropriate claim is timely filed with the IRS.

Foreign Account Tax Compliance Act

Under legislation commonly referred to as the Foreign Account Tax Compliance Act, as modified by Treasury regulations and subject to any official interpretations thereof, any applicable intergovernmental agreement between the United States and a non-U.S. government to implement these rules and improve international tax compliance, or any fiscal or regulatory legislation or rules adopted pursuant to any such agreement (collectively, "FATCA"), a 30% withholding tax will apply to dividends on, or gross proceeds from the sale or other disposition of, shares of our common stock paid to certain non-U.S. entities (including financial intermediaries) unless various information reporting and due diligence requirements, which are different from and in addition to the certification requirements described elsewhere in this discussion, have been satisfied (generally relating to ownership by U.S. persons of interests in or accounts with those entities). The withholding rules apply currently to payments of dividends on shares of our common stock. The withholding rules are scheduled to apply to payments of gross proceeds from dispositions of shares of our common stock beginning January 1, 2019.

Holders of shares of our common stock should consult their tax advisors regarding the possible impact of FATCA on their investment in our common stock, including, without limitation, the process and deadlines for meeting the applicable requirements to prevent the potential imposition of the 30% withholding tax under FATCA.

UNDERWRITERS

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares indicated below:

Name	Number of Shares
Morgan Stanley & Co. LLC	
Goldman Sachs & Co. LLC	
Citigroup Global Markets Inc.	
Credit Suisse Securities (USA) LLC	
J.P. Morgan Securities LLC	
Jefferies LLC	
Deutsche Bank Securities Inc.	
KeyBanc Capital Markets Inc.	
Total:	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of our common stock subject to their receipt and acceptance of the shares from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of our common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of our common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' option to purchase additional shares described below.

The underwriters initially propose to offer part of the shares of our common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. After the initial offering of the shares of our common stock, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of our common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of our common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of our common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of our common stock.

	Per Share	Total	
		No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $. We have agreed to reimburse the underwriters for expenses relating to clearance of this offering with the Financial Industry Regulatory Authority up to $.

The underwriters have informed us that they do not intend for sales to discretionary accounts to exceed 5% of the total number of shares of our common stock offered by them.

We intend to apply to list our common stock on the New York Stock Exchange under the trading symbol "PQG."

We and our officers, directors and certain holders of our common stock have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of our or their shares of our common stock or securities convertible into or exchangeable for shares of our common stock during the period from the data of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC. This agreement does not apply to any existing employee benefit plans. See "Shares Eligible for Future Sale" for a discussion of certain transfer restrictions.

In order to facilitate the offering of our common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of our common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the option to purchase additional shares. The underwriters can close out a covered short sale by exercising the option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the option to purchase additional shares. The underwriters may also sell shares in excess of the option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of our common stock in the open market to stabilize the price of our common stock. These activities may raise or maintain the market price of our common stock above independent market levels or prevent or retard a decline in the market price of our common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

Sales of shares made outside the United States may be made by affiliates of the underwriters.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of our common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses. In particular, Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC, Jefferies LLC,

Deutsche Bank Securities Inc. and KeyBanc Capital Markets Inc. or certain of their affiliates are lenders or act as agents or arrangers under our Senior Secured Credit Facilities. As a result, certain of the underwriters or their affiliates may receive a portion of the proceeds from this offering.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our common stock. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") an offer to the public of any shares of our common stock may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any shares of our common stock may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of shares of our common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares of our common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of our common stock to be offered so as to enable an investor to decide to purchase any shares of our common stock, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State.

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("FSMA")) received by it in connection with the issue or sale of the shares of our common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our common stock in, from or otherwise involving the United Kingdom.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission (ASIC), in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act. The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Canada

The shares of our common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares of our common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (DFSA). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Hong Kong

The shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "FIEL") has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of our common stock.

Accordingly, the shares of our common stock have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

For Qualified Institutional Investors ("QII")

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of our common stock constitutes either a "QII only private placement" or a "QII only secondary distribution" (each as described in Paragraph 1, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of our common stock. The shares of our common stock may only be transferred to QIIs.

For Non-QII Investors

Please note that the solicitation for newly-issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of our common stock constitutes either a "small number private placement" or a "small number private secondary distribution" (each as is described in Paragraph 4, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of our common stock. The shares of our common stock may only be transferred en bloc without subdivision to a single investor.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of our shares may not be circulated or distributed, nor may our shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (1) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (2) to a relevant person or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA, or (3) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where our shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor; shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not transferred within six months after that corporation or that trust has acquired the shares under Section 275 of the SFA, except: (1) to an institutional investor (for corporations under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is or will be given for the transfer; or (3) where the transfer is by operation of law.

Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (SIX) or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the company, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (CISA). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

LEGAL MATTERS

The validity of the issuance of the shares of common stock to be sold in this offering will be passed upon for us by Ropes & Gray LLP, Boston, Massachusetts. Certain legal matters in connection with this offering will be passed upon on behalf of the underwriters by Latham & Watkins LLP, Washington, District of Columbia.

EXPERTS

The financial statements of PQ Group Holdings Inc. as of December 31, 2016 and 2015 and for the years then ended included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Eco Services Operations LLC (accounting predecessor to PQ Group Holdings Inc.) for the period from inception (July 30, 2014) to December 31, 2014 (Successor Period), and of Eco, a business unit of Solvay USA Inc., for the period from January 1, 2014 through November 30, 2014 (Predecessor Period) included in this prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein (which report expresses an unqualified opinion and includes an emphasis of matter paragraph referring to the "carve out" of the Predecessor financial statements from Solvay USA Inc.). Such financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The financial statements of PQ Holdings Inc. as of December 31, 2015 and 2014 and for each of the three years in the period ended December 31, 2015 included in this prospectus have been so included in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock being offered by this prospectus. This prospectus, which forms a part of the registration statement, does not contain all of the information set forth in the registration statement. For further information with respect to us and the shares of our common stock, reference is made to the registration statement and the exhibits and schedules filed as a part thereof. Statements contained in this prospectus as to the contents of any contract or other document are not necessarily complete. We are not currently subject to the informational requirements of the Exchange Act. As a result of this offering, we will become subject to the informational requirements of the Exchange Act and, in accordance therewith, will file reports and other information with the SEC. The registration statement, such reports and other information can be inspected and copied at the Public Reference Room of the SEC located at 100 F Street, N.E., Washington, D.C. 20549. Copies of such materials, including copies of all or any portion of the registration statement, can be obtained from the Public Reference Room of the SEC at prescribed rates. You can call the SEC at 1-800-SEC-0330 to obtain information on the operation of the Public Reference Room. Such materials may also be accessed electronically by means of the SEC's website at www.sec.gov.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Unaudited Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the board of directors and stockholders of
PQ Group Holdings Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows present fairly, in all material respects, the financial position of PQ Group Holdings Inc. and its subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule, listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits. We conducted our audits of these financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP
Philadelphia, Pennsylvania
June 9, 2017

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
PQ Group Holdings, Inc.

We have audited the accompanying consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows of Eco Services Operations LLC and subsidiary (accounting predecessor to PQ Group Holdings, Inc.) for the period from inception (July 30, 2014) to December 31, 2014 (the "Successor Period") and the accompanying statements of operations, comprehensive income (loss), stockholders' equity, and cash flows of Eco, a business unit of Solvay USA Inc., for the period from January 1, 2014 to November 30, 2014 (the "Predecessor Period") (collectively the "financial statements"). These financial statements are the responsibility of the entities' management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The entities were not required to have, nor were we engaged to perform, an audit of their internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entities' internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the results of operations and cash flows of Eco Services Operations LLC and subsidiary for the period from inception (July 30, 2014) to December 31, 2014, in accordance with accounting principles generally accepted in the United States of America. Further, in our opinion, the financial statements referred to above present fairly, in all material respects, the results of operations and cash flows of Eco, a business unit of Solvay USA Inc., for the period from January 1, 2014 to November 30, 2014, in accordance with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the financial statements, the accompanying financial statements of Eco, a business unit of Solvay USA Inc., have been "carved out" from Solvay USA Inc.'s financial statements using assumptions and allocations made by Solvay USA Inc. to depict Eco on a stand-alone basis and may not necessarily be indicative of Eco's results of operations or cash flows had Eco operated as a stand-alone entity. Our opinion is not modified with respect to this matter.

/s/ DELOITTE & TOUCHE LLP

Parsippany, New Jersey
May 15, 2015, except for Note 12 and Note 20, as to which the date is June 8, 2017

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)

	December 31, 2016	December 31, 2015
ASSETS		
Cash and cash equivalents	$ 70,742	$ 25,155
Receivables, net	160,581	34,333
Inventories (Note 9)	227,048	10,179
Prepaid and other current assets	34,307	1,858
Total current assets	492,678	71,525
Investments in affiliated companies (Note 10)	459,406	—
Property, plant and equipment, net (Note 11)	1,181,388	481,073
Goodwill (Note 13)	1,241,429	311,892
Other intangible assets, net (Note 13)	816,573	137,284
Other long-term assets	68,197	5,862
Total assets	$ 4,259,671	$ 1,007,636
LIABILITIES		
Notes payable and current maturities of long-term debt (Note 15)	$ 14,481	$ 5,000
Accounts payable	128,478	15,878
Accrued liabilities (Note 14)	99,433	35,387
Total current liabilities	242,392	56,265
Long-term debt (Note 15)	2,547,717	668,101
Deferred income taxes (Note 18)	318,463	—
Other long-term liabilities (Note 16)	123,155	47,977
Total liabilities	3,231,727	772,343
Commitments and contingencies (Note 22)		
EQUITY		
Common stock, Class B ($0.01 par); authorized shares 30,000,000; issued shares 6,727,685; outstanding shares 6,726,907 on December 31, 2016	67	—
Common stock, Class A ($0.01 par); authorized shares 160,500,000; issued shares 627,251; outstanding shares 626,135 on December 31, 2016	6	—
Additional paid-in capital	1,167,137	245,279
Accumulated deficit	(90,380)	(10,634)
Treasury stock, at cost; shares 778 (Class B) and 1,116 (Class A) on December 31, 2016	(239)	—
Accumulated other comprehensive income (loss)	(53,711)	648
Total PQ Group Holdings Inc. equity	1,022,880	235,293
Noncontrolling interest	5,064	—
Total equity	1,027,944	235,293
Total liabilities and equity	$ 4,259,671	$ 1,007,636

See accompanying notes to consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except share and per share amounts)

	Years ended December 31,		Successor	Predecessor
	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Sales	$1,064,177	$ 388,875	$ 35,539	$ 361,823
Cost of goods sold	810,085	278,791	30,160	265,829
Gross profit	254,092	110,084	5,379	95,994
Selling, general and administrative expenses	107,601	34,613	2,623	45,168
Other operating expense, net (Note 8)	62,301	19,696	16,347	5,593
Operating income (loss)	84,190	55,775	(13,591)	45,233
Equity in net income (loss) from affiliated companies (Note 10)	(2,612)	—	—	—
Interest expense	140,315	44,348	8,470	86
Debt extinguishment costs (Note 15)	13,782	—	—	—
Other (income) expense, net	(3,402)	—	—	—
Income (loss) before income taxes and noncontrolling interest	(69,117)	11,427	(22,061)	45,147
Provision for income taxes	10,041	—	—	14,602
Net income (loss)	(79,158)	11,427	(22,061)	30,545
Less: Net income attributable to the noncontrolling interest	588	—	—	—
Net income (loss) attributable to PQ Group Holdings Inc.	$ (79,746)	$ 11,427	$ (22,061)	$ 30,545
Basic net income (loss) per share:				
Class B shares	$ —	$ 7.58	$ (14.78)	
Class A shares	$ (185.43)	$ —	$ —	
Diluted net income (loss) per share:				
Class B shares	$ —	$ 7.58	$ (14.78)	
Class A shares	$ (185.43)	$ —	$ —	
Weighted average shares outstanding—Basic:				
Class B shares	4,947,982	1,507,719	1,492,682	
Class A shares	430,051	—	—	
Total weighted average shares outstanding—Basic	5,378,033	1,507,719	1,492,682	
Weighted average shares outstanding—Diluted:				
Class B shares	4,947,982	1,507,719	1,492,682	
Class A shares	430,051	—	—	
Total weighted average shares outstanding— Diluted	5,378,033	1,507,719	1,492,682	

See accompanying notes to consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands)

	Years ended December 31,		Successor	Predecessor
	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Net income (loss)	$ (79,158)	$11,427	$ (22,061)	$ 30,545
Other comprehensive income (loss), net of tax:				
Pension and postretirement benefits	6,865	648	—	—
Net gain from hedging activities	4,557	—	—	—
Foreign currency translation	(66,834)	—	—	—
Total other comprehensive income (loss)	(55,412)	648	—	—
Comprehensive income (loss)	(134,570)	12,075	(22,061)	30,545
Less: Comprehensive income attributable to noncontrolling interests	(465)	—	—	—
Comprehensive income (loss) attributable to PQ Group Holdings Inc.	$(134,105)	$12,075	$ (22,061)	$ 30,545

See accompanying notes to consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)

	Parent company investment	Common stock, Class B	Common stock, Class A	Additional paid-in capital	Accumulated deficit	Treasury stock, at cost	Accumulated other comprehensive income (loss)	Noncontrolling interest	Total
Predecessor									
Balance, January 1, 2014	$ 540,215	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ 540,215
Net income	30,545								30,545
Net transfers to Parent	(24,206)								(24,206)
Balance, November 30, 2014	$ 546,554	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ 546,554
Successor									
Balance, July 30, 2014	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Equity contribution	—	—	—	239,885	—	—	—	—	239,885
Net loss	—	—	—	—	(22,061)	—	—	—	(22,061)
Balance, December 31, 2014	$ —	$ —	$ —	$ 239,885	$ (22,061)	$ —	$ —	$ —	$ 217,824
Net income	—	—	—	—	11,427	—	—	—	11,427
Other comprehensive income	—	—	—	—	—	—	648	—	648
Equity contribution	—	—	—	3,138	—	—	—	—	3,138
Stock compensation for restricted stock awards	—	—	—	2,256	—	—	—	—	2,256
Balance, December 31, 2015	$ —	$ —	$ —	$ 245,279	$ (10,634)	$ —	$ 648	$ —	$ 235,293
Business Combination	—	67	6	912,127	—	—	—	6,569	918,769
Net income (loss)	—	—	—	—	(79,746)	—	—	588	(79,158)
Other comprehensive loss	—	—	—	—	—	—	(54,359)	(1,053)	(55,412)
Stock repurchase	—	—	—	—	—	(2,540)	—	—	(2,540)
Equity contribution	—	—	—	6,486	—	114	—	—	6,600
Dividend distribution	—	—	—	—	—	—	—	(1,040)	(1,040)
Stock compensation	—	—	—	3,245	—	2,187	—	—	5,432
Balance, December 31, 2016	$ —	$ 67	$ 6	$1,167,137	$ (90,380)	$ (239)	$ (53,711)	$ 5,064	$1,027,944

See accompanying notes to consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Years ended December 31,		Successor	Predecessor
	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Cash flows from operating activities:				
Net income (loss)	$ (79,158)	$ 11,427	$ (22,061)	$ 30,545
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:				
Depreciation	89,453	28,790	2,103	33,171
Amortization	38,836	10,210	852	9,287
Acquisition accounting valuation adjustments on inventory sold	29,086	—	—	—
Intangible asset impairment charge	6,873	—	—	—
Amortization of deferred financing costs and original issue discount	6,859	3,115	255	—
Debt extinguishment costs	8,561	—	—	—
Debt modification creditor fees capitalized	(2,988)		—	—
Foreign currency exchange gain	(3,558)	—	—	—
Pension and postretirement healthcare benefit expense	1,957	2,900	—	—
Pension and postretirement healthcare benefit funding	(2,887)	(14,937)	—	—
Deferred income tax expense (benefit)	835	—	—	(10,264)
Net loss on asset disposals	4,216	3,911	—	—
Supplemental pension plan mark-to-market gain	(300)	—	—	—
Stock compensation	5,432	2,256	—	535
Equity in net loss from affiliated companies	2,612	—	—	—
Dividends received from affiliated companies	7,636	—	—	—
Working capital changes that provided (used) cash, excluding the effect of business combinations:				
Receivables	27,757	(280)	(7,881)	(4,105)
Inventories	(2,305)	(1,738)	4,855	(5,216)
Prepaids and other current assets	548	20,096	(2,199)	(33)
Accounts payable	11,885	(2,486)	(1,568)	6,832
Accrued liabilities	(24,839)	(13,809)	23,324	2,617
Other, net	(6,791)	(4,740)	263	(5,776)
Net cash provided by (used in) operating activities	119,720	44,715	(2,057)	57,593
Cash flows from investing activities:				
Purchases of property, plant and equipment	(121,421)	(40,994)	(2,892)	(32,690)
Change in restricted cash, net	(14,786)	—	—	—
Loan receivable under the New Market Tax Credit arrangement	(15,598)	—	—	—
Business combinations, net of cash acquired	(1,777,740)	3,965	(885,440)	—
Other, net	(135)	(1,696)	(15)	(162)
Net cash used in investing activities	(1,929,680)	(38,725)	(888,347)	(32,852)
Cash flows from financing activities:				
Draw down of revolver	145,000	12,000	—	—
Repayments of revolver	(167,000)	(12,000)	—	—
Issuance of long-term debt under the New Market Tax Credit arrangement	22,000	—	—	—
Issuance of long-term debt, net of original issue discount and financing fees	1,219,791	—	497,500	—
Issuance of long-term notes, net of original issue discount and financing fees	1,124,629	—	200,000	—
Debt issuance costs	(5,397)	—	(24,354)	—
Repayments of long-term debt	(479,059)	(5,000)	—	—
Interest rate hedge premium	(1,551)	—	—	—
Equity contribution	6,600	1,538	239,885	—
Stock repurchase	(2,540)	—	—	—
Distributions to noncontrolling interests	(1,040)	—	—	—
Net transfers to parent	—	—	—	(24,741)
Net cash provided by (used in) financing activities	1,861,433	(3,462)	913,031	(24,741)
Effect of exchange rate changes on cash and cash equivalents	(5,886)	—	—	—
Net change in cash and cash equivalents	45,587	2,528	22,627	—
Cash and cash equivalents at beginning of period	25,155	22,627	—	—
Cash and cash equivalents at end of period	$ 70,742	$ 25,155	$ 22,627	$ —
Supplemental cash flow information:				
Cash paid for taxes	$ 16,981	$ —	$ —	$ —
Cash paid for interest	$ 132,579	$ 44,074	$ 1	$ 59
Non-cash investing activity:				
Capital expenditures acquired on account but unpaid as of the period end	$ 18,161	$ 624	$ —	$ —
Non-cash financing activity				
Equity consideration for the Business Combination	$ 910,800	$ —	$ —	$ —
Debt assumed in the Business Combination	$ 22,911	$ —	$ —	$ —
Non-cash equity contribution	$ —	$ 1,600	$ —	$ —

See accompanying notes to consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except share and per share amounts)

1. Background and Basis of Presentation:

Description of Business

PQ Group Holdings Inc. and subsidiaries (the "Company" or "PQ Group Holdings") conducts operations through two principal businesses: Performance Materials & Chemicals: a fully integrated, global leader in silicate technology, producing sodium silicate, specialty silicas, zeolites, spray dry silicates, magnesium silicate, and other high performance chemical products used in a variety of end-uses such as adsorbents for surface coatings, clarifying agents for beverages, cleaning and personal care products and engineered glass products for use in highway safety, polymer additives, metal finishing and electronics end uses; and Environmental Catalysts & Services: an industry-leading refinery services company that is also a merchant sulfuric acid producer operating a network of plants serving a variety of end uses, including the oil refining, nylon, mining, general industrial and chemical industries and as an integrated silica catalyst and specialty zeolite-based catalyst producer, producing silica catalyst used in the production of high-density polyethylene ("HDPE") and methyl methacrylate ("MMA"), and specialty zeolite-based catalysts sold to the emissions control industry, the petrochemical industry and other areas of the broader chemicals industry.

The Company experiences some seasonality, primarily with respect to the performance materials and refining services product groups. With respect to the performance materials product group, sales and earnings are generally higher during the second and third quarters of the year as highway striping projects typically occur during warmer weather months. Additionally, the refining services product group typically experiences similar seasonal fluctuations as a result of higher demand for gasoline products in the summer months. As a result, working capital requirements tend to be higher in the first and fourth quarters of the year, while higher cash generation occurs in the second and third quarters of the year.

Basis of Presentation

Eco Services Acquisition from Solvay

On July 30, 2014, Eco Services Operations LLC ("Eco Services"), a newly formed Delaware limited liability company and certain investment funds affiliated with CCMP Capital Advisors, LLC (now known as CCMP Capital Advisors, LP; "CCMP"), entered into an Asset Purchase Agreement with Solvay USA, Inc. ("Solvay"), a Delaware corporation, which provided for the sale, transfer and assignment by Solvay and the acquisition, acceptance and assumption by Eco Services, of substantially all of the assets of Solvay's Eco Services business unit ("Eco") of Solvay's regeneration and virgin sulfuric acid production business operations in the United States (the "2014 Acquisition"). Prior to the Asset Purchase Agreement with Solvay, Eco operated as a business unit within Solvay, which is an indirect, wholly owned subsidiary of Solvay SA, an international industrial group active in chemistry and headquartered in Brussels, Belgium.

On December 1, 2014, Eco Services consummated the 2014 Acquisition (see Note 6 to these consolidated financial statements for further information). The consolidated financial statements for the period from inception (July 30, 2014) to December 31, 2014 reflect the financial results of Eco Services on a stand-alone basis (the "Successor Period"), with nominal activity between July 30 and November 30, 2014. Transaction costs attributed to the 2014 Acquisition as well as certain costs related to bridge financing and other interest expense were allocated to the Successor Period.

The financial statements prior to the 2014 Acquisition reflect the financial results based upon the historical cost basis of Solvay's Eco business unit, and include amounts that have been "carved out" from Solvay's financial statements using assumptions and allocations made by Solvay to depict Solvay's Eco business unit on a stand-alone basis (the "Predecessor Period"). As a result, the Predecessor Period from January 1, 2014 to November 30, 2014 included herein may not necessarily be indicative of Solvay's Eco business unit's results of operations or cash flows had Solvay's Eco business unit operated solely as a stand-alone entity during the period presented.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except share and per share amounts)

The financial statements related to the Predecessor Period were prepared using the historical basis of the assets and liabilities of Solvay's Eco business unit and include all sales, costs, assets and liabilities directly attributable to Solvay's Eco business unit. In addition, certain expenses reflected in the Predecessor Period are based on allocations of corporate expenses from Solvay using methodologies that in the opinion of management are reasonable and consistently applied. All such expenses are deemed to have been paid by Solvay's Eco business unit to Solvay in the period in which the expenses were incurred. Net changes in the parent company investment in Solvay's Eco business unit as shown in the statement of stockholders' equity and cash flows for the Predecessor Period include amounts due to or from Solvay that are not regularly settled and therefore, represent investment of such amounts by Solvay.

Solvay used a centralized approach to cash management and financing the operations of Solvay's Eco business unit as needed. Transactions between Solvay and Solvay's Eco business unit were accounted for through the parent company investment. Accordingly, none of the cash, cash equivalents, debt or related interest expense at the Solvay level in the Predecessor Period have been assigned to Solvay's Eco business unit with the exception of capital lease obligations and related interest expense that related to Solvay's Eco business unit.

PQ Merger with Eco Services

On August 17, 2015, the Company, PQ Holdings Inc. ("PQ Holdings"), Eco Services, certain investment funds affiliated with CCMP, and certain other stockholders of PQ Holdings and Eco Services entered into a reorganization and transaction agreement pursuant to which the companies consummated a series of transactions to reorganize and combine the businesses of PQ Holdings and Eco Services (the "Business Combination"), under a new holding company, PQ Group Holdings Inc. The Business Combination was consummated on May 4, 2016 (see Note 7 to these consolidated financial statements for further information).

In accordance with accounting principles generally accepted in the United States ("GAAP"), Eco Services is the accounting predecessor to PQ Group Holdings. Certain investment funds affiliated with CCMP held a controlling interest position in Eco Services prior to the Business Combination. In addition, certain investment funds affiliated with CCMP owned a non-controlling interest in PQ Holdings prior to the Business Combination and the merger with Eco Services constituted a change in control under the PQ Holdings credit agreements and bond indenture that were in place at the time of the Business Combination. Therefore, Eco Services is deemed to be the accounting acquirer. These consolidated financial statements are the continuation of Eco Services' business prior to the Business Combination.

Concurrent with the closing of the Business Combination, the Company refinanced the existing credit facilities of PQ Holdings and Eco Services by (i) entering into a $1,200,000 senior secured term loan (consisting of a $900,000 senior secured term loan and a $300,000 Euro equivalent senior secured term loan), (ii) $625,000 in new senior secured notes, (iii) issuing $525,000 in senior unsecured notes, and (iv) entering into a $200,000 asset-based secured revolving credit facility (see Note 15 to these consolidated financial statements for further information). Additionally, PQ Group Holdings assumed the obligations under the indenture governing Eco Services' outstanding $200,000 senior notes.

2. Summary of Significant Accounting Policies:

Principles of Consolidation. The consolidated financial statements include the accounts of the Company and its controlled subsidiaries. Investments in affiliated companies are recorded at cost plus the Company's equity in their undistributed earnings. All intercompany transactions have been eliminated.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except share and per share amounts)

All assets and liabilities of foreign subsidiaries and affiliated companies are translated to U.S. dollars using exchange rates in effect at the balance sheet date. Adjustments resulting from translation of the balance sheets and intercompany loans, which are considered permanent, are included in stockholders' equity as part of accumulated other comprehensive loss. Adjustments resulting from translation of certain intercompany loans, which are not considered permanent and are denominated in foreign currencies, are included in other (income) expense, net in the consolidated statement of operations. Income and expense items are translated at average exchange rates during the year. Net foreign exchange included in other (income) expense, net was a gain of $3,558 for the year ended December 31, 2016. The Company did not incur any foreign exchange expense for the years ended December 31, 2015 or 2014 (including Predecessor and Successor periods). The foreign currency gains realized in 2016 were primarily driven by the non-permanent intercompany debt denominated in local currency and translated to U.S. dollars.

Cash and Cash Equivalents. Cash and cash equivalents include investments with original terms to maturity of 90 days or less from the time of purchase.

Restricted Cash. Restricted cash, which is restricted as to withdrawal or usage, is classified separately from cash and cash equivalents on our consolidated balance sheet. The proceeds from the New Markets Tax Credit ("NMTC") financing arrangements are restricted for use and are classified on our consolidated balance sheet as other current assets. As of December 31, 2016, there remained $13,780 restricted cash that is required to be used to fund the capital expenditures associated with the NMTC arrangements. The Company did not have any restricted cash balances related to NMTC arrangements as of December 31, 2015. The remainder of the Company's restricted cash balance outside of the NMTC arrangements is not significant. See Note 15 to these consolidated financial statements for further information.

Accounts Receivable and Allowance for Doubtful Accounts. Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in its existing accounts receivable. A specific reserve for bad debt is recorded for known or suspected doubtful accounts receivable. For all other accounts, the Company recognizes a reserve for bad debt based on the length of time receivables are past due and historical write-off experience. Account balances are charged against the allowance when the Company believes it is probable that the associated receivables will not be recovered. If the financial condition of the Company's customers were to deteriorate resulting in an impairment of their ability to make payments, additional allowances may be required. The Company does not have any off-balance sheet credit exposure related to its customers. As of December 31, 2016 and 2015, the Company's allowance for doubtful accounts was not material.

Inventories. All inventories are stated at the lower of cost or market. Certain domestic inventories are valued using thelast-in, first-out ("LIFO") method and all other inventories are valued using the weighted average cost or first-in, first-out ("FIFO") methods.

Property, Plant and Equipment. Property, plant and equipment are carried at cost and include expenditures for new facilities, major renewals and betterments. The Company capitalizes the cost of furnace rebuilds as part of property, plant and equipment. Plant and equipment under capital leases are carried at the present value of minimum lease payments as determined at the beginning of the lease term. Maintenance, repairs and minor renewals are charged to expense as incurred. The Company capitalizes certain internal costs associated with the implementation of purchased software. When property, plant and equipment is retired or otherwise disposed of, the net carrying amount is eliminated with any gain or loss on disposition recognized in earnings at that time. The Company also leases property, plant and equipment, principally under operating leases. Rent expense for operating leases, which may have escalating rentals or rent holidays, is recorded on a straight-line basis over the respective lease terms.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except share and per share amounts)

Depreciation is provided on the straight-line method based on the estimated useful lives of the assets, which generally range from 15 to 33 years for buildings and improvements and 3 to 10 years for machinery and equipment. Leasehold improvements are depreciated using the straight-line method based on the shorter of the useful life of the improvement or remaining lease term.

The Company capitalizes the interest cost associated with the development and construction of significant new plant and equipment and depreciates that amount over the lives of the related assets or ten years, whichever is shorter. Capitalized interest recorded during the year ended December 31, 2016 was $5,687 and was not material for the year ended December 31, 2015 or for the Successor or Predecessor Periods.

Spare Parts. Spare parts are maintained by the Company's facilities to keep machinery and equipment in working order. Spare parts are capitalized and included in other long-term assets. Spare parts are measured at cost and are not depreciated or expensed until utilized; however, reserves may be provided on aged spare parts. When a spare part is utilized as part of an improvement to property, plant and equipment, the carrying value is depreciated over the applicable life once placed in service. Otherwise, the spare part is expensed and charged as a cost of production when utilized.

Investments in Affiliated Companies. Investments in affiliated companies are accounted for using the equity method of accounting if the investment provides the Company with the ability to exercise significant influence, but not control, over the investee. Significant influence is generally deemed to exist if the Company's ownership interest in the voting stock of the investee ranges between 20% and 50%, although other factors, such as representation on the investee's board of directors and the impact of commercial arrangements, are considered in determining whether the equity method of accounting is appropriate. Under the equity method of accounting, the investments in equity-method investees are recorded in the consolidated balance sheets as investments in affiliated companies, and the Company's share of the investees' earnings or losses, together with other-than temporary impairments in value, is recorded as equity in net income from affiliated companies in the consolidated statements of operations. Any differences between the Company's cost of an equity method investment and the underlying equity in the net assets of the investment, such as fair value step-ups resulting from acquisitions, are accounted for according to their nature and impact the amounts recognized as equity in net income from affiliated companies in the consolidated statements of operations.

Goodwill and Intangible Assets. Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. The Company is required to test goodwill associated with each of its reporting units for impairment at least annually and whenever events or circumstances indicate that it is more likely than not that goodwill may be impaired. The Company performs its annual goodwill impairment test as of October 1 of each year.

Goodwill is tested for impairment at the reporting unit level. In performing tests for goodwill impairment, the Company is permitted to first perform a qualitative assessment about the likelihood of the carrying value of a reporting unit exceeding its fair value. If an entity determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount based on the qualitative assessment, it is required to perform a two-step goodwill impairment test to identify the potential goodwill impairment and measure the amount of the goodwill impairment loss, if any, to be recognized for that reporting unit. However, if an entity concludes otherwise based on the qualitative assessment, the two-step goodwill impairment test is not required. The option to perform the qualitative assessment can be utilized at the Company's discretion, and the qualitative assessment need not be applied to all reporting units in a given goodwill impairment test. For an individual reporting unit, if the Company elects not to perform the qualitative assessment, or if the qualitative assessment indicates that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the Company must perform the two-step goodwill impairment test for the reporting unit.

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In applying the two-step process, the first step used to identify potential impairment involves comparing the reporting unit's estimated fair value to its carrying value, including goodwill. If the estimated fair value of a reporting unit exceeds its carrying value, goodwill is not impaired. If the carrying value exceeds the estimated fair value, there is an indication of potential impairment and the second step is performed to measure the amount of impairment, if any. The second step of the process involves the calculation of an implied fair value of goodwill for each reporting unit for which step one indicated potential impairment. The implied fair value of goodwill is determined in a manner similar to how goodwill is calculated in a business combination. That is, the estimated fair value of the reporting unit, as calculated in step one, is allocated to the individual assets and liabilities as if the reporting unit was being acquired in a business combination. If the implied fair value of goodwill exceeds the carrying value of goodwill assigned to the reporting unit, there is no impairment. If the carrying value of goodwill assigned to a reporting unit exceeds the implied fair value of goodwill, an impairment charge is recorded to write down the carrying value. An impairment loss cannot exceed the carrying value of goodwill assigned to a reporting unit and the loss establishes a new basis in the goodwill. Subsequent reversal of an impairment loss is not permitted.

For intangible assets other than goodwill, definite-lived intangible assets are amortized over their respective estimated useful lives. Intangible assets with indefinite lives are not amortized, but rather are tested for impairment at least annually or more frequently if events occur or circumstances change that would more likely than not reduce the fair value of the intangible asset below its carrying amount. The Company tests its indefinite-lived intangible assets as of October 1 of each year in conjunction with its annual goodwill impairment test.

Impairment Assessment of Long-Lived Assets. The Company performs an impairment review of property, plant and equipment and definite-lived intangible assets when facts and circumstances indicate that the carrying value of an asset or asset group may not be recoverable from its undiscounted future cash flows. When evaluating long-lived assets for impairment, if the carrying amount of an asset or asset group is found not to be recoverable, a potential impairment loss may be recognized. An impairment loss is measured by comparing the carrying amount of the asset or asset group to its fair value. Fair value is determined using quoted market prices, when available, or other techniques including discounted cash flows. The Company's estimates of future cash flows involve assumptions concerning future operating performance, economic conditions and technological changes that may affect the future useful lives of the assets.

Derivative Financial Instruments. The Company utilizes certain derivative financial instruments to enhance its ability to manage risk, including exposure to interest rates and natural gas price fluctuations that exist as part of ongoing business operations. Derivative instruments are entered into for periods consistent with the related underlying exposures and do not constitute positions independent of those exposures.

All derivatives designated as hedges are recognized on the balance sheet at fair value. On the date a derivative contract is entered into, the Company may designate the derivative as a hedge of a forecasted transaction or as a hedge of the variability of cash flows to be received or paid related to a recognized asset or liability (cash-flow hedge). Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in other comprehensive income (loss) to the extent that the derivative is effective as a hedge and until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion is reported in earnings. Changes in the fair value of a derivative that is not designated or does not qualify as a cash-flow hedge are recorded in the consolidated statement of operations. Cash flows from derivative instruments are reported in the same cash-flow category as the cash flows from the items being hedged.

The Company formally documents all relationships between hedging instruments and hedged items, as well as its risk-management objective and strategy for undertaking various hedge transactions. This process includes

relating all derivatives that are designated cash-flow hedges to underlying forecasted transactions. The Company also formally assesses whether each hedging relationship is highly effective in achieving offsetting changes in fair values or cash flows of the hedged item during the period both at the inception of the hedge and on an ongoing basis. If it is determined that a derivative is not highly effective as a hedge, or if a derivative ceases to be a highly-effective hedge, hedge accounting is discontinued with respect to that derivative prospectively.

Fair Value Measurements. The Company measures fair value using the guidelines under GAAP. An asset's fair value is defined as the price at which the asset could be exchanged in a current transaction between market participants. A liability's fair value is defined as the amount that would be paid to transfer the liability to a market participant, not the amount that would be paid to settle the liability with the creditor. See Note 4 to these consolidated financial statements regarding the application of fair value measurements.

The carrying values of cash, accounts receivable, accounts payable and accrued liabilities approximate fair value due to the short-term nature of these items. See Note 15 to these consolidated financial statements regarding the fair value of debt.

Revenue Recognition. Revenue, net of related discounts and allowances, is recognized when both title and risk of loss of the product have been transferred to the customer, the seller's price to the buyer is fixed or determinable, collectability is reasonably assured, and persuasive evidence of an arrangement exists. Customers take title and assume all the risks of ownership upon shipment (if terms are "FOB shipping point") or upon delivery (if terms are "FOB destination"). Any deviation from the standard terms and arrangements are reviewed for the proper accounting treatment, and revenue recognition is reported accordingly.

The Company recognizes rebates given to customers as a reduction of revenue based on an allocation of the cost of honoring rebates earned and claimed to each of the underlying revenue transactions that result in progress by the customer toward earning the rebate. Rebates are recognized at the time revenue is recorded. The Company measures the rebate obligation based on the estimated amount of sales that will result in a rebate at the adjusted sales price per the respective sales agreement.

Shipping and Handling Costs. Amounts billed to a customer in a sale transaction related to shipping and handling, if any, represent revenues earned for the goods provided and are classified as revenue. Costs related to shipping and handling of products shipped to customers are classified as cost of goods sold.

Research and Development. Research and development costs of $7,266 for the year ended December 31, 2016 were expensed as incurred and reported in selling, general and administrative expenses in the consolidated statements of operations. There were no significant research and development costs incurred during the years ended December 31, 2015 or 2014.

Income Taxes. Prior to the Business Combination, Eco Services was a single member limited liability company and was treated as a partnership for federal and state tax purposes. All income tax liabilities and/or benefits of the Company were passed through to the member. As such, no recognition of federal or state income taxes for the Company have been provided for tax periods prior to the Business Combination. As a result of the Business Combination, Eco Services had a change in tax status and is taxed as a C-Corporation. See Note 18 to these consolidated financial statements for discussion of income taxes during the predecessor period.

The Company operates within multiple taxing jurisdictions and is subject to tax filing requirements and audit within these jurisdictions. The Company uses the asset and liability method in accounting for income taxes. Deferred tax assets and liabilities are recorded for temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements using statutory tax rates in effect for the year in

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which the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that those assets will be realized.

In determining the provision for income taxes, the Company provides deferred income taxes on income from foreign subsidiaries as such earnings are taxable upon remittance to the United States. The Company establishes contingent liabilities for possible assessments by taxing authorities resulting from uncertain tax positions including, but not limited to, transfer pricing, deductibility of certain expenses and other state, local and foreign tax matters. The Company recognizes a financial statement benefit for positions taken for tax return purposes when it will be more-likely-than-not that the positions will be sustained. The Company recognizes potential accrued interest and penalties related to unrecognized tax benefits in income tax expense. Tax examinations are often complex as tax authorities may disagree with the treatment of items reported by the Company and may require several years to resolve. These accrued liabilities represent a provision for taxes that are reasonably expected to be incurred on the basis of available information but which are not certain.

Asset Retirement Obligations. The Company records a liability when the fair value of any future obligation to retire a long-lived asset as a result of an existing or enacted law, statute, ordinance or contract is reasonably estimable. The Company also records a liability for the fair value of a conditional asset retirement obligation if the fair value can be reasonably estimated. When the liability is initially recorded, the Company capitalizes the cost by increasing the amount of the related long-lived asset. Over time, the Company adjusts the liability to its present value by recognizing accretion expense as an operating expense in the consolidated statement of operations each period, and the capitalized cost is depreciated over the useful life of the related asset. Upon settlement of the liability, the Company records a gain or loss if the actual costs differ from the accrued amount.

The Company has recorded asset retirement obligations ("AROs") identified as part of the Business Combination in other long-term liabilities in order to recognize legal obligations associated with the retirement of tangible long-lived assets. The Company has assessed whether an ARO is required at each manufacturing facility and has recorded an obligation for those locations for which an obligation exists. The most significant of these are primarily attributable to environmental remediation liabilities associated with current operations that were incurred during the course of normal operations. The Company has AROs that are conditional in nature. The Company identified certain conditional AROs upon which it was able to reasonably estimate their fair value and recorded a liability. These AROs were triggered upon commitments by the Company to comply with local, state, and national laws to remove environmentally hazardous materials. The AROs have been recognized on a discounted basis using a credit adjusted risk free rate. Accretion of the AROs is recorded in other operating expense, net in the Company's consolidated statements of operations and amounted to $177 for the year ended December 31, 2016. Following are changes in the Company's ARO liability during the year ended December 31, 2016:

	Year ended December 31, 2016
Beginning balance	$ —
AROs identified as part of the Business Combination	3,687
Accretion expense	177
Foreign exchange impact	(164)
Ending balance	$ 3,700

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Environmental Expenditures. Environmental expenditures that pertain to current operations or to future revenues are expensed or capitalized consistent with the Company's capitalization policy for property, plant and equipment. Expenditures that result from the remediation of an existing condition caused by past operations and that do not contribute to current or future revenues are expensed. Liabilities are recognized for remedial activities when the remediation is probable and the cost can be reasonably estimated. Recoveries of expenditures for environmental remediation are recognized as assets only when recovery is deemed probable. See Note 22 to these consolidated financial statements regarding commitments and contingencies, and Note 14 regarding the accrued environmental reserve.

Deferred Financing Costs. Financing costs incurred in connection with the issuance of long-term debt are deferred and presented as a direct reduction from the related debt instruments on the Company's consolidated balance sheet. Deferred financing costs are amortized as interest expense using the effective interest method over the respective terms of the associated debt instruments.

Stock-Based Compensation. The Company applies the fair value based method to account for stock options and awards. See Note 21 to these consolidated financial statements regarding compensation expense associated with stock options and awards.

Pensions and Postretirement Benefits. The Company maintains qualified and non-qualified defined benefit pension plans that cover employees in the United States and Canada, as well as certain employees in other international locations. Benefits for a majority of the plans are based on average final pay and years of service. Our funding policy, consistent with statutory requirements, is based on actuarial computations utilizing the projected unit credit method of calculation. Not all defined benefit pension plans are funded. In the United States and Canada, the pension plans' assets include equity and fixed income securities. In our other international locations, the pension plans' assets include equity and fixed income securities, as well as insurance policies. Certain assumptions are made regarding the occurrence of future events affecting pension costs, such as mortality, withdrawal, disablement and retirement, changes in compensation and benefits, and discount rates to reflect the time value of money.

The major elements in determining pension income and expense are pension liability discount rates and the expected return on plan assets. The Company references rates of return on high-quality, fixed income investments when estimating the discount rate, and the expected period over which payments will be made based upon historical experience. The long-term rate of return used to calculate the expected return on plan assets is the average rate of return estimated to be earned on invested funds for providing pension benefits.

In addition to pension benefits, the Company provides certain health care benefits for employees who meet age, participation and length of service requirements at retirement. The Company uses explicit assumptions using the best estimates available of the plan's future experience. Principal actuarial assumptions include: discount rates, present value factors, retirement age, participation rates, mortality rates, cost trend rates, Medicare reimbursement rates and per capita claims cost by age. Current interest rates, as of the measurement date, are used for discount rates in present value calculations.

The Company also has defined contribution plans covering domestic employees of the Company and certain subsidiaries.

Contingencies. Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are

pending against the Company or unasserted claims that may result in such proceedings, the Company and legal counsel evaluate the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability is accrued in the Company's financial statements. If the assessment indicates that a loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed. Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of the guarantee would be disclosed, including the approximate term, how the guarantee arose, and the events or circumstances that would require the guarantor to perform under the guarantee.

Use of Estimates. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications. As a result of the Business Combination, certain reclassifications have been made to the historical financial statements of Eco Services included in the consolidated financial statements to conform to the current presentation.

3. Recently Issued Accounting Standards:

In March 2017, the Financial Accounting Standards Board ("FASB") issued guidance to improve the presentation of net periodic pension cost and net periodic postretirement benefit cost (collectively, "pension costs"). Under current GAAP, there are several components of pension costs which are presented net to arrive at pension costs as included in the income statement and disclosed in the notes. As part of this amendment to the existing guidance, the service cost component of pension costs will be bifurcated from the other components and included in the same line item of the income statement as compensation costs are reported. The remaining components will be reported together below operating income on the income statement, either as a separate line item or combined with another line item on the income statement and disclosed. Additionally, with respect to capitalization to inventory, fixed assets, etc., only the service cost component will be eligible for capitalization upon adoption of the guidance. The new guidance is effective for public companies for annual periods beginning after December 15, 2017, including interim periods within those years. Early adoption is permitted. The amendments should be applied retrospectively upon adoption with respect to the presentation of the service and other cost components of pension costs in the income statement, and prospectively for the capitalization of the service cost component in assets. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In January 2017, the FASB issued guidance which eliminates the second step from the traditional two-step goodwill impairment test. Under current guidance, an entity performed the first step of the goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount; if an impairment loss was indicated, the entity computed the implied fair value of goodwill to determine whether an impairment loss existed, and if so, the amount to recognize. Under the new guidance, an impairment loss is recognized for the amount by which the carrying amount exceeds the reporting unit's fair value (the Step 1 test), with no further testing required. Any impairment loss recognized is limited to the amount of goodwill allocated to the reporting unit. The new guidance is effective for public companies that are SEC registrants for fiscal years beginning after December 15, 2019, with early adoption permitted for goodwill impairment tests performed on testing dates after January 1,

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2017. All entities are required to apply the guidance prospectively to goodwill impairment tests subsequent to adoption of the standard. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In January 2017, the FASB issued guidance which clarifies the definition of a business and provides revised criteria and a framework to determine whether an integrated set of assets and activities is a business. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, including interim periods within those years. Early adoption is permitted. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In November 2016, the FASB issued guidance which clarifies the classification and presentation of changes in restricted cash on the statement of cash flows. The updates in the guidance require that the statement of cash flows explain the change during the period in the total of cash, cash equivalents and restricted cash when reconciling the beginning-of-period and end-of-period total amounts. The updates also require a reconciliation between cash, cash equivalents and restricted cash presented on the balance sheet to the total of the same amounts presented on the statement of cash flows. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. Early adoption is permitted, and the new guidance should be applied retrospectively to each period presented. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements. As of December 31, 2016, the Company had $13,780 of restricted cash on its balance sheet related to its NMTC arrangements (see Note 15 to these consolidated financial statements for further information).

In October 2016, the FASB issued guidance which eliminates the deferral of the tax effects of intra-entity transfers of an asset other than inventory. Current GAAP prohibits the recognition of current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party which has resulted in diversity in practice and increased complexity within financial reporting. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. The Company early adopted the guidance effective January 1, 2017.

In August 2016, the FASB issued guidance which clarifies the classification of certain cash receipts and cash payments in the statement of cash flows, including debt prepayment or extinguishment costs and distributions from certain equity method investees. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted, and the new guidance should be applied retrospectively to each period presented. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In March 2016, the FASB issued guidance that includes targeted improvements to the accounting for employee stock-based compensation. The updates in the guidance include changes in the income tax consequences, balance sheet classification and cash flow statement reporting of stock-based payment transactions. For public companies, the new guidance is effective for annual periods beginning after December 15, 2016, and interim periods within those years.

The Company adopted this new guidance as required on January 1, 2017, with no significant impact upon adoption to the Company’s consolidated financial statements. On a prospective basis from the adoption date, the Company will record all tax effects related to stock-based compensation through the statement of operations, and all tax-related cash flows resulting from stock-based award payments will be reported as operating activities in the statement of cash flows. The Company has made an accounting policy election under the new guidance to account for forfeitures of stock-based compensation awards as they occur.

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In February 2016, the FASB issued guidance that amends the accounting for leases. Under the new guidance, a lessee will recognize assets and liabilities for most leases (including those classified under existing GAAP as operating leases, which based on current standards are not reflected on the balance sheet), but will recognize expenses similar to current lease accounting. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those years. Early adoption is permitted. The new guidance must be adopted using a modified retrospective transition and provides for certain practical expedients. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements. The Company has operating lease agreements for which it expects to recognize right of use assets and corresponding liabilities on its balance sheet upon adoption of the new guidance.

In September 2015, the FASB issued guidance that changes the requirements for reporting measurement period adjustments to provisional amounts initially recognized in conjunction with a business combination. GAAP previously required an acquiring entity to retrospectively adjust, in prior period financial statements, the provisional amounts to reflect new information obtained during the measurement period (a period, which may not exceed one year from the date of the business combination, during which the acquiring entity may receive information about the facts and circumstances existing as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of the acquisition date). Under the new guidance, adjustments to the provisional amounts are reflected in the financial statements for the reporting period in which the adjustments are determined, including by recognizing in current period earnings the full effect of changes in depreciation, amortization or other income effects. The guidance requires that the acquiring entity either present separately on the face of the current period income statement or disclose in the notes to the current period financial statements, by line item, the amounts of the adjustments made during the current period. The Company early adopted the guidance as of December 31, 2015, with prospective application as required. The only business combination to occur since the adoption date was the Business Combination (see Note 7 to these consolidated financial statements for further information). As of December 31, 2016, the measurement period was substantially complete, and because the Business Combination occurred during the year ended December 31, 2016, there were no adjustments to provisional amounts to report for the period of May 4, 2016, the date of the Business Combination, through December 31, 2016 that would have impacted a prior reporting period, since all amounts recorded in the consolidated financial statements as of and for the year ended December 31, 2016 reflect the final valuation.

In July 2015, the FASB issued new guidance that changes the measurement principle for inventory from the lower of cost or market to the lower of cost or net realizable value. The amendments in this guidance do not apply to inventory that is measured using LIFO or the retail inventory method; rather, the amendments apply to all other inventory, which includes inventory that is measured using FIFO or average cost. Within the scope of this new guidance, an entity should measure inventory at the lower of cost or net realizable value. Net realizable value is defined as the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation, which is consistent with existing GAAP. The Company adopted the new guidance on January 1, 2017 as required. The guidance did not have a significant impact on the Company's consolidated financial statements.

In August 2014, the FASB issued guidance regarding management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern within one year of the issuance of the financial statements. If substantial doubt exists, additional disclosures are required. This guidance was effective for the Company starting with the year ended December 31, 2016, and is effective for annual and interim periods thereafter. The adoption of the guidance did not have an impact on the Company's disclosure in the notes to its consolidated financial statements.

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In May 2014, the FASB issued accounting guidance (with subsequent targeted amendments) that will significantly enhance comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets. The core principle of the guidance is that revenue recognized from a transaction or event that arises from a contract with a customer should reflect the consideration to which an entity expects to be entitled in exchange for goods or services provided. To achieve that core principle, the new guidance sets forth a five-step revenue recognition model that will need to be applied consistently to all contracts with customers, except those that are within the scope of other topics in the Accounting Standards Codification ("ASC"). Also required are enhanced disclosures to help users of financial statements better understand the nature, amount, timing and uncertainty of revenues and cash flows from contracts with customers. The enhanced disclosures include qualitative and quantitative information about contracts with customers, significant judgments made in applying the revenue guidance, and assets recognized related to the costs to obtain or fulfill a contract. For public companies, the new requirements are effective for annual reporting periods beginning after December 15, 2017, including interim periods within those years. The Company is reviewing its key revenue streams and assessing the underlying customer contracts within the framework of the new guidance. The Company has evaluated the key aspects of its revenue streams for impact under the new guidance and is currently performing a detailed analysis of its customer agreements to quantify the potential changes under the guidance. The Company has not yet determined whether the guidance will have a significant impact on its existing revenue recognition practices, but there are new robust disclosure requirements that will have an impact on the Company's reporting. The Company does not anticipate adopting the new guidance early, nor has it completed its determination of whether it will implement the guidance under the retrospective or modified retrospective transition methods of adoption.

4. Fair Value Measurements:

Fair values are based on quoted market prices when available. When market prices are not available, fair value is generally estimated using discounted cash flow analyses, incorporating current market inputs for similar financial instruments with comparable terms and credit quality. In instances where there is little or no market activity for the same or similar instruments, the Company estimates fair value using methods, models and assumptions that management believes a hypothetical market participant would use to determine a current transaction price. These valuation techniques involve some level of management estimation and judgment which becomes significant with increasingly complex instruments or pricing models. Where appropriate, adjustments are included to reflect the risk inherent in a particular methodology, model or input used.

The Company's financial assets and liabilities carried at fair value have been classified based upon a fair value hierarchy. The hierarchy gives the highest ranking to fair values determined using unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest ranking to fair values determined using methodologies and models with unobservable inputs (Level 3). The classification of an asset or a liability is based on the lowest level input that is significant to its measurement. For example, a Level 3 fair value measurement may include inputs that are both observable (Levels 1 and 2) and unobservable (Level 3). The levels of the fair value hierarchy are as follows:

- Level 1—Values are unadjusted quoted prices for identical assets and liabilities in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets.
- Level 2—Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument. Such inputs include market interest rates and volatilities, spreads and yield curves.

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- Level 3—Certain inputs are unobservable (supported by little or no market activity) and significant to the fair value measurement. Unobservable inputs reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date.

The following table presents information about the Company's assets and liabilities that were measured at fair value on a recurring basis as of December 31, 2016 and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. There were no assets or liabilities measured at fair value on a recurring basis as of December 31, 2015.

	As of December 31, 2016	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Derivative contracts	$ 6,434	$ —	$ 6,434	$ —
Restoration plan assets	5,594	5,594	—	—
Total	$ 12,028	$ 5,594	$ 6,434	$ —

The following table presents information about the Company's assets and liabilities that were measured at fair value on a non-recurring basis as of December 31, 2016. Refer to Note 13 to these consolidated financial statements for a description of the valuation techniques the Company utilized to determine such fair value. There were no assets or liabilities measured at fair value on a non-recurring basis as of December 31, 2015.

	As of December 31, 2016	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Losses
Assets:					
Indefinite life tradenames[1]	$ —	$ —	$ —	$ 153,922	$(6,873)
Total	$ —	$ —	$ —	$ 153,922	$(6,873)

(1) Indefinite life tradenames with a carrying amount of $160,795, net of foreign exchange impact, were written down to their implied fair value of $153,922 as part of the Company's annual impairment assessment on October 1, 2016. This resulted in an impairment charge of $6,873, which was recorded to other operating expense, net, on the consolidated statements of operations.

Restoration plan assets

The fair values of the Company's restoration plan assets are determined through quoted prices in active markets. Restoration plan assets are assets held in a Rabbi trust to fund the obligations of the Company's defined benefit supplementary retirement plans and include various stock and fixed income mutual funds. See Note 19 to these consolidated financial statements regarding defined supplementary retirement plans.

Derivative contracts

Derivative assets and liabilities can be exchange-traded or tradedover-the-counter ("OTC"). The Company generally values exchange-traded derivatives using models that calibrate to market transactions and eliminate timing differences between the closing price of the exchange-traded derivatives and their underlying instruments.

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OTC derivatives are valued using market transactions and other market evidence whenever possible, including market-based inputs to models, model calibration to market transactions, broker or dealer quotations or alternative pricing sources with reasonable levels of price transparency. When models are used, the selection of a particular model to value an OTC derivative depends on the contractual terms of, and specific risks inherent in, the instrument as well as the availability of pricing information in the market. The Company generally uses similar models to value similar instruments. Valuation models require a variety of inputs, including contractual terms, market prices and rates, forward curves, measures of volatility, and correlations of such inputs. For OTC derivatives that trade in liquid markets, such as forward contracts, swaps and options, model inputs can generally be corroborated by observable market data by correlation or other means, and model selection does not involve significant management judgment.

The Company has interest rate caps and natural gas caps and swaps that are fair valued using Level 2 inputs. In addition, the Company applies a credit valuation adjustment to reflect credit risk that is calculated based on credit default swaps. To the extent that the Company's net exposure under a specific master agreement is an asset, the Company utilizes the counterparty's default swap rate. If the net exposure under a specific master agreement is a liability, the Company utilizes a default swap rate comparable to PQ Group Holdings. The credit valuation adjustment is added to the discounted fair value to reflect the exit price that a market participant would be willing to receive to assume the Company's liabilities or that a market participant would be willing to pay for the Company's assets. As of December 31, 2016, the credit valuation adjustment resulted in a minimal change in the fair value of the derivatives.

5. Accumulated Other Comprehensive Income (Loss):

The following table presents the components of accumulated other comprehensive income (loss), net of tax, as of December 31, 2016 and 2015:

	December 31,	
	2016	2015
Amortization and unrealized gains on pension and postretirement plans, net of tax of ($4,799) and $0	$ 7,513	$ 648
Net changes in fair values of derivatives, net of tax of ($2,793)	4,557	—
Foreign currency translation adjustments, net of tax of ($6,627)	(65,781)	—
Accumulated other comprehensive income (loss)	$ (53,711)	$ 648

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The following table presents the tax effects of each component of other comprehensive income (loss) for the years ended December 31, 2016 and 2015 (no other comprehensive income was noted for the Predecessor and Successor Periods during the year ended December 31, 2014):

	Years ended December 31,					
	2016			2015		
	Pre-tax amount	Tax benefit / (expense)	After-tax amount	Pre-tax amount	Tax benefit / (expense)	After-tax amount
Defined benefit and other postretirement plan						
Amortization and unrealized gains	$ 11,664	$ (4,799)	$ 6,865	$ 648	$ —	$ 648
Benefit plans, net	11,664	(4,799)	6,865	648	—	648
Net gain from hedging activities	7,350	(2,793)	4,557	—	—	—
Foreign currency translation	(60,207)	(6,627)	(66,834)	—	—	—
Other comprehensive income (loss)	$(41,193)	$(14,219)	$(55,412)	$ 648	$ —	$ 648

The following table presents the change in accumulated other comprehensive income (loss), net of tax, by component for the years ended December 31, 2016 and 2015:

	Defined benefit and other postretirement plans	Net gain (loss) from hedging activities	Foreign currency translation	Total
December 31, 2014	$ —	$ —	$ —	$ —
Other comprehensive income (loss) before reclassifications	648	—	—	648
Amounts reclassified from accumulated other comprehensive income(1)	—	—	—	—
Net current period other comprehensive income (loss)	648	—	—	648
December 31, 2015	$ 648	$ —	$ —	$ 648
Other comprehensive income (loss) before reclassifications	6,844	3,669	(65,781)	(55,268)
Amounts reclassified from accumulated other comprehensive income(1)	21	888	—	909
Net current period other comprehensive income (loss)	6,865	4,557	(65,781)	(54,359)
December 31, 2016	$ 7,513	$ 4,557	$ (65,781)	$(53,711)

(1) See the following table for details about these reclassifications.

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The following table presents the reclassifications out of accumulated other comprehensive income (loss) for the years ended December 31, 2016 and 2015. Amounts in parentheses indicate debits to profit/loss.

Details about Accumulated Other Comprehensive Income Components	Amount Reclassified from Accumulated Other Comprehensive Income Years ended December 31, 2016	2015	Affected Line Item in the Statement Where Net Income is Presented
Defined benefit and other postretirement plans			
Amortization of prior service cost	$ —	$ —	(2)
Amortization of net gain (loss)	26	—	(2)
	26	—	Total before tax
	(5)	—	Tax (expense) benefit
	$ 21	$ —	Net of tax
Net gain (loss) from hedging activities			
Interest rate caps	$ —	$ —	Interest expense
Natural gas swaps	1,433	—	Cost of goods sold
	1,433	—	Total before tax
	(545)	—	Tax (expense) benefit
	$ 888	$ —	Net of tax
Total reclassifications for the period	$ 909	$ —	Net of tax

(2) These accumulated other comprehensive income (loss) components are included in the computation of net periodic pension cost (see Note 19 to these consolidated financial statements for further information).

6. 2014 Acquisition

As described in Note 1 to these consolidated financial statements, on July 30, 2014, Eco Services entered into the 2014 Acquisition with Solvay, which provided for the sale, transfer and assignment by Solvay, and the acquisition, acceptance and assumption by Eco Services, of substantially all of the assets of Solvay's Eco business unit, which constitutes the Eco Services business after the 2014 Acquisition. The 2014 Acquisition closed on December 1, 2014 (the "Closing Date").

The purchase price for Eco was $890,000 in cash, subject to adjustment for certain items, including the actual level of working capital at the closing of the 2014 Acquisition, and a defined contribution plan adjustment. The working capital and defined contribution plan adjustments to the purchase price resulted in a reduction to the purchase price by $8,525 to $881,475 and were settled with Solvay as of June 30, 2015. Acquisition costs of $14,666 are included in other operating expense, net in the Company's consolidated statement of operations for the Successor Period.

The 2014 Acquisition and related transactions were funded with the proceeds of the following transactions:

Senior Secured Credit Facilities

Concurrent with the consummation of the 2014 Acquisition, Eco Services entered into senior secured credit facilities, which consisted of a $500,000 seven-year term loan facility, all of which was drawn on the Closing

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Date, and a $55,000 five-year revolving credit facility. See Note 15 to these consolidated financial statements for a more detailed description of Eco Services' senior secured credit facilities.

Senior Notes

Concurrent with the consummation of the 2014 Acquisition, Eco Services issued $200,000 in aggregate principal amount of senior notes. See Note 15 to these consolidated financial statements for a more detailed description of Eco Services' senior unsecured notes.

Equity Investment

In connection with the 2014 Acquisition, affiliates of CCMP contributed $230,000 in cash and members of Eco Services' board of managers and management contributed $9,885 in cash.

The 2014 Acquisition was accounted for using the acquisition methodof accounting. Under the acquisition method, the purchase price was allocated to Solvay's Eco business unit's net assets acquired based on the fair values of the assets acquired and the liabilities assumed as of the Closing Date. The excess of the purchase price over the fair values of these net assets was recorded as goodwill.

The following table sets forth the calculation and final allocation of the purchase price to the net assets acquired with respect to the 2014 Acquisition, which was finalized in 2015:

Total purchase price	$ 881,475
Recognized amounts of identifiable assets acquired and liabilities assumed:	
Receivables	$ 26,160
Other receivables	19,389
Inventories	13,297
Prepaid expenses	377
Property, plant and equipment	471,367
Intangibles, excluding goodwill	148,190
Other long-term assets	1,624
Fair value of assets acquired	680,404
Accounts payable	(20,908)
Other payables	(853)
Current portion of capital lease obligation	(236)
Accrued expenses	(8,710)
Accrued wages, salaries & employment benefits	(9,572)
Other current liabilities	(6,485)
Long-term portion of capital lease obligation	(1,185)
Environmental reserve	(4,783)
Supply contract obligation	(25,662)
Pension liability	(32,427)
Fair value of net assets acquired	569,583
Goodwill	311,892
Purchase price	$ 881,475

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The Company believes that the expected revenue of Eco Services, the assembled workforce and several strategic benefits, including a comprehensive portfolio of brands, contributed to a total purchase price that resulted in the recognition of goodwill. Goodwill recognized as a result of the 2014 Acquisition is not deductible for income tax purposes.

The valuation of the intangible assets acquired and the related weighted-average amortization periods are as follows:

	Amount	Weighted-Average Expected Useful Life (in years)
Intangible assets subject to amortization:		
Customer relationships	$ 99,300	15
Technical know-how	24,990	14
Permits	9,100	5
Total intangible assets subject to amortization	133,390	
Tradename, not subject to amortization	14,800	Indefinite
Total	$148,190	

7. Business Combination:

As described in Note 1 to these consolidated financial statements, on May 4, 2016, the Company, PQ Holdings, Eco Services, certain investment funds affiliated with CCMP and certain other stockholders of PQ Holdings and Eco Services completed the Business Combination. Eco Services is the accounting predecessor to PQ Group Holdings. Certain investment funds affiliated with CCMP held a controlling interest position in Eco Services prior to the Business Combination. In addition, certain investment funds affiliated with CCMP owned a noncontrolling interest in PQ Holdings prior to the Business Combination and the merger with Eco constituted a change in control under the various PQ Holdings credit agreements and bond indenture. Therefore, Eco Services is deemed to be the accounting acquirer. These financial statements are the continuation of Eco Services' business prior to the Business Combination.

The Business Combination was accounted for using the acquisition method of accounting. Under the acquisition method, the purchase price is allocated to PQ Holdings' net assets acquired based on the fair values of assets acquired and liabilities assumed as of the acquisition date. The excess of the purchase price over the fair values of these net assets is recorded as goodwill.

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The following table sets forth the calculation and allocation of the purchase price to the net assets acquired with respect to the Business Combination, which was substantially complete as of December 31, 2016.

Total consideration, net of cash acquired	$ 2,689,941
Recognized amounts of identifiable assets acquired and liabilities assumed:	
Receivables	$ 161,110
Inventories	254,770
Prepaid and other current assets	19,295
Investments in affiliated companies	472,994
Property, plant and equipment	683,673
Other intangible assets	754,000
Other long-term assets	48,127
Fair value of assets acquired	2,393,969
Revolver, notes payable & current debt	(2,441)
Accounts payable	(93,222)
Accrued liabilities	(98,621)
Long-term debt	(20,470)
Deferred income taxes	(327,296)
Other long-term liabilities	(113,936)
Noncontrolling interest	(6,569)
Fair value of net assets acquired	1,731,414
Goodwill	958,527
	$ 2,689,941

Total consideration for the Business Combination included $1,777,740 of cash, $910,800 of equity in the acquired PQ Holdings entities and $1,401 of assumed stock awards of PQ Holdings. The existing PQ Holdings credit facilities were not legally assumed as part of the Business Combination, and the extinguishment of the debt concurrent with the Business Combination was included as part of the consideration transferred (see Note 15 to these consolidated financial statements for further information). Acquisition costs of $1,583 are included in other operating expense, net in the Company's consolidated statement of operations for the year ended December 31, 2016.

The Company believes that its diverse range of industrial, consumer and governmental applications in which its products are used were the primary reasons that contributed to a total purchase price that resulted in the recognition of goodwill. The goodwill associated with the Business Combination is not deductible for tax purposes.

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The valuation of the intangible assets acquired and the related weighted-average amortization periods are as follows:

	Amount	Weighted-Average Expected Useful Life (in years)
Intangible assets subject to amortization:		
Trademarks	$ 35,400	15.0
Technical know-how	189,300	20.0
Contracts	19,800	5.3
Customer relationships	268,700	10.6
In-process research and development	6,800	
Total intangible assets subject to amortization	520,000	
Tradenames, not subject to amortization	151,100	Indefinite
Trademarks, not subject to amortization	82,900	Indefinite
Total	$754,000	

In accordance with the requirements of the purchase method of accounting for acquisitions, inventories were recorded at fair market value (which is defined as estimated selling prices less the sum of (a) costs of disposal and (b) a reasonable profit allowance for the selling effort of the acquiring entity), which was $58,683 higher than the historical cost. The Company's cost of goods sold includes a pre-tax charge of $29,086 for the year ended December 31, 2016 relating to the portion of thestep-up on inventory sold during the period. A separate portion of the fair value step-up related to the domestic inventory accounted for under the LIFO method was included in inventory on the consolidated balance sheet as of December 31, 2016 as part of the new LIFO base layer on the acquired inventory (see Note 9 to these consolidated financial statements for further information).

The Company's consolidated financial statements include PQ Holdings' results of operations from May 4, 2016, the date of the Business Combination, through December 31, 2016. Net sales and operating income attributable to PQ Holdings' during this period are included in the Company's consolidated financial statements for the year ended December 31, 2016 and total $690,459 and $17,991, respectively.

Pro Forma Financial Information

The unaudited pro forma information has been derived from the Company's historical consolidated financial statements and has been prepared to give effect to the Business Combination, assuming that the Business Combination occurred on January 1, 2015. These pro forma adjustments primarily relate to depreciation expense on stepped up fixed assets, amortization of acquired intangibles, cost of goods sold expense related to the sale of stepped up inventory, interest expense related to additional debt that would be needed to fund the Business Combination, and the estimated impact of these adjustments on the Company's tax provision. The unaudited pro forma consolidated results of operations are provided for illustrative purposes and are not indicative of the Company's actual consolidated results of operations or consolidated financial position. The unaudited pro forma results of operations do not reflect any operating efficiencies or potential cost savings which may result from the acquisitions.

	Years ended December 31,	
	2016	2015
	(unaudited)	
Pro forma sales	$ 1,403,041	$ 1,413,201
Pro forma net loss	(76,994)	(120,982)

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Included in the pro forma net loss are adjustments to allocate charges incurred during the year ended December 31, 2016 to December 31, 2015. These non-recurring charges include a debt prepayment penalty of $26,250, one-time refinancing charges of $4,747 and transaction fee charges of $1,795 that are each reflected in the pro forma net loss for the year ended December 31, 2015.

8. Other Operating Expense, Net:

A summary of other operating expense, net is as follows:

	Years ended December 31,		Successor	Predecessor
	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Amortization expense	$25,263	$ 6,605	$ 552	$ 5,806
Transaction and other related costs(1)	4,952	4,241	15,506	—
Restructuring and other related costs (Note 23)	12,630	4,147	247	—
Net loss on asset disposals	4,216	3,911	—	—
Intangible asset impairment charge (Note 13)	6,873	—	—	—
Management advisory fees (Note 26)	3,584	590	42	—
Environmental-related costs (benefits) (Note 22)	1,352	202	—	(213)
Other, net	3,431	—	—	—
	$62,301	$19,696	$ 16,347	$ 5,593

(1) Transaction and other related costs primarily include acquisition costs directly attributable to the Business Combination (see Note 7 to these consolidated financial statements for further information) and the 2014 Acquisition (see Note 6), as well as other business development costs.

9. Inventories:

Inventories were classified and valued as follows:

	December 31,	
	2016	2015
Finished products and work in process	$ 175,182	$ 8,820
Raw materials	51,866	1,359
	$ 227,048	$ 10,179
Valued at lower of cost or market:		
LIFO basis	$ 135,605	$ —
FIFO or average cost basis	91,443	10,179
	$ 227,048	$ 10,179

The domestic inventory acquired as part of the Business Combination is valued based on the LIFO method. Therefore, the fair value allocated to the acquired LIFO inventory was treated as the new base inventory value. If inventories valued under the LIFO basis had been valued using the FIFO method, inventories would have been $30,338 lower than reported as of December 31, 2016, driven primarily by the purchase accounting fair value

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step-up of the LIFO inventory base value associated with the Business Combination. As of December 31, 2016, inventory quantities for one of the Company's LIFO pools were reduced below their levels at the Business Combination date. As a result of this reduction, LIFO inventory costs charged to cost of goods sold were computed based on the lower base layer costs at the Business Combination date. The impact on cost of goods sold and net income for the year ended December 31, 2016 was not material.

10. Investments in Affiliated Companies:

As a result of the Business Combination, the Company acquired investments in affiliated companies accounted for under the equity method. Affiliated companies accounted for on the equity method as of December 31, 2016 are as follows:

Company	Country	Percent Ownership
PQ Silicates Ltd.	Taiwan	50%
Zeolyst International	USA	50%
Zeolyst C.V.	Netherlands	50%
Quaker Holdings	South Africa	49%

Following is summarized information of the combined investments:

	December 31,	
	2016	2015
Current assets	$ 207,997	$ —
Noncurrent assets	212,144	—
Current liabilities	44,741	—
Noncurrent liabilities	1,384	—

	Period from May 4, 2016 to December 31, 2016
Net sales	$ 206,072
Gross profit	91,761
Operating income	67,098
Net income	67,332

The Company's investments in affiliated companies balance as of December 31, 2016 includes net purchase accounting fair value adjustments of $273,300 related to the Business Combination, consisting primarily of goodwill and intangible assets such as customer relationships, technical know-how and trade names. Consolidated equity in net income from affiliates is net of $36,296 of amortization expense related to purchase accounting fair value adjustments for the year ended December 31, 2016.

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The following table summarizes the activity related to the Company's investments in affiliated companies balance on the consolidated balance sheet:

	Year ended December 31, 2016
Balance at beginning of period	$ —
PQ/Eco Merger	472,994
Equity in net income of affiliated companies	33,684
Charges related to purchase accounting fair value adjustments	(36,296)
Dividends received	(7,636)
Foreign currency translation adjustments	(3,340)
Balance at end of period	$ 459,406

The Company had net receivables due from affiliates of $4,196 as of December 31, 2016, which are included in prepaid and other current assets. Net receivables due from affiliates are generally non-trade receivables. Sales to affiliates were $1,587 for the year ended December 31, 2016. The Company purchased goods of $1,147 from affiliates, which is included in cost of goods sold during the year ended December 31, 2016.

On December 18, 2013, PQ Holdings and its joint venture, Zeolyst International, entered into a real estate tax abatement agreement with the Unified Government of Wyandotte County and Kansas City, Kansas that will utilize an Industrial Revenue Bond financing structure to achieve a 75% real estate tax abatement on the value of the improvements that will be constructed during the expansion of PQ Holdings and Zeolyst International's facilities at the jointly-operated Kansas City, Kansas plant. The financing obligation and the industrial bond receivable have been presented net, as the financing obligation and the industrial bond meet the criteria for right of setoff conditions as prescribed in ASC 210-20-45.

11. Property, Plant and Equipment:

A summary of property, plant and equipment, at cost, and related accumulated depreciation is as follows:

	December 31,	
	2016	2015
Land	$ 186,327	$ 108,197
Buildings and improvements	157,944	11,083
Machinery and equipment	788,175	362,917
Construction in progress	204,138	29,581
	1,336,584	511,778
Less: accumulated depreciation	(155,196)	(30,705)
	$ 1,181,388	$ 481,073

Depreciation expense was $89,453 and $28,790 for the years ended December 31, 2016 and 2015, respectively, and $2,103 and $33,171 for the Successor and Predecessor Periods of 2014, respectively.

12. Reportable Segments and Geographical Information:

The Company has organized its business around two operating segments based on the review of discrete financial results for each of the operating segments by the Company's chief operating decision maker (the Company's President and Chief Executive Officer), or CODM, for performance assessment and resource

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allocation purposes. Each of the Company's operating segments represents a reportable segment under GAAP. The Company's reportable segments are organized based on the nature and economic characteristics of the Company's products. The Company's two reportable segments are Performance Materials and Chemicals ("PM&C") and Environmental Catalysts and Services ("EC&S").

The PM&C segment is a silicates and specialty materials producer with leading supply positions in North America, Europe, South America, and Asia serving end markets such as personal and industrial cleaning products, fuel efficient tires (or green tires), surface coatings, and food and beverage. The two product groups included in the PM&C segment are performance materials and performance chemicals. The EC&S segment is a leading global innovator and producer of catalysts for the refinery, emissions control, and petrochemical markets and is also a leading provider of catalyst recycling services to the North American refining market. The three product groups included in the EC&S segment are silica catalysts, zeolyst catalysts, and refining services. The EC&S segment includes equity in net income from Zeolyst International and Zeolyst C.V. (collectively, the "Zeolyst Joint Venture"), each of which are 50/50 joint ventures with CRI Zeolites, Inc. (a wholly-owned subsidiary of Royal Dutch Shell). The Zeolyst Joint Venture is accounted for using the equity method in the Company's consolidated financial statements (see Note 10 to these consolidated financial statements for further information). Company management evaluates the EC&S segment's performance, including the Zeolyst Joint Venture, on a proportionate consolidation basis. Accordingly, the revenues and expenses used to compute the EC&S segment's adjusted earnings before interest, income taxes, depreciation and amortization ("Adjusted EBITDA") include the Zeolyst Joint Venture's results of operations on a proportionate basis based on the Company's 50% ownership level. Since the Company uses the equity method of accounting for the Zeolyst Joint Venture, these items are eliminated when reconciling to the Company's consolidated results of operations.

The Company's management evaluates the operating results of each reportable segment based upon Adjusted EBITDA. Adjusted EBITDA consists of EBITDA, which is a measure defined as net income before depreciation and amortization, interest expense and income taxes (each of which is included in the Company's consolidated statements of operations), and adjusted for certain items as discussed below.

Summarized financial information for the Company's reportable segments is shown in the following table:

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31, 2014	Predecessor period from January 1, 2014 to November 30, 2014
	2016	2015		
Net sales:				
Performance Materials & Chemicals	$ 638,951	$ —	$ —	$ —
Environmental Catalysts & Services(1)	426,747	388,875	35,539	361,823
Eliminations(2)	(1,521)	—	—	—
Total	$1,064,177	$388,875	$ 35,539	$ 361,823
Segment Adjusted EBITDA:(3)				
Performance Materials & Chemicals	$ 158,679	$ —	$ —	
Environmental Catalysts & Services(4)	196,825	117,704	9,122	
Total Segment Adjusted EBITDA(5)	$ 355,504	$117,704	$ 9,122	

(1) Excludes the Company's proportionate share of sales from the Zeolyst Joint Venture. The proportionate share of sales included in the EC&S segment is $94,516 for the year ended December 31, 2016.
(2) The Company eliminates intersegment sales when reconciling to the Company's consolidated statements of operations.
(3) The Company defines Adjusted EBITDA as EBITDA adjusted for certain items as noted in the reconciliation below. Management evaluates the performance of its segments and allocates resources based

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on several factors, of which the primary measure is Adjusted EBITDA. Adjusted EBITDA should not be considered as an alternative to net income as an indicator of the Company's operating performance. Adjusted EBITDA as defined by the Company may not be comparable with EBITDA or Adjusted EBITDA as defined by other companies.

(4) The equity in net income included in the EC&S segment is $33,518 for the Zeolyst Joint Venture for the year ended December 31, 2016.

(5) Total Segment Adjusted EBITDA differs from the Company's consolidated Adjusted EBITDA due to unallocated corporate expenses.

A reconciliation from net income (loss) to Segment Adjusted EBITDA is as follows:

	Years ended December 31,		Successor	Predecessor
(Dollars in thousands, except per share data)	2016	2015	Period from inception (July 30, 2014) to December 31, 2014	Period from January 1, 2014 to November 30, 2014
Reconciliation of net income (loss) attributable to PQ Group Holdings Inc. to Segment Adjusted EBITDA				
Net income (loss) attributable to PQ Group Holdings Inc.	$ (79,746)	$ 11,427	$ (22,061)	$ 30,545
Provision (benefit) for income taxes	10,041	—	—	14,602
Interest expense, net	140,315	44,348	8,470	86
Depreciation and amortization	128,288	38,999	2,955	42,458
Segment EBITDA	$198,898	$ 94,774	$ (10,636)	$ 87,691
Unallocated corporate expenses	23,971	—	—	
Investments in affiliate and inventory step-up amortization	65,382	—	3,511	
Impairment of fixed assets, intangibles and goodwill	6,873	—	—	
Debt extinguishment costs	13,782	—	—	
Losses on disposal of fixed assets	4,216	3,911	—	
Foreign currency exchange (gains) losses	(3,558)	—	—	
Non-cash revaluation of inventory, including LIFO	1,310	—	—	
Management advisory fees	3,583	590	42	
Transaction and other related costs	4,664	4,241	15,506	
Equity-based and other non-cash compensation	7,042	2,256	—	
Restructuring, integration and business optimization expenses	16,258	4,147	247	
Defined benefit plan pension cost	1,375	2,903	—	
Joint venture depreciation, amortization and interest	6,920	—	—	
Abatement revenue	—	—	—	
Corporate allocations	—	—	—	
Estimated standalone costs	—	—	—	
Retention bonus adjustment	—	—	—	
Plant production—one-time	—	—	—	
Contract adjustments	—	—	—	
Other[1]	4,788	4,882	452	
Segment Adjusted EBITDA	$355,504	$117,704	$ 9,122	

(1) Other includes certain legal and environmental costs and other charges as capital taxes, asset retirement obligation accretion and other expenses.

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The Company's consolidated results include equity in net loss from affiliated companies of $2,612 for the year ended December 31, 2016. This is primarily comprised of equity in net income of $33,518 in the EC&S segment from the Zeolyst Joint Venture for the year ended December 31, 2016. The remaining equity in net income for the Company is included in the PM&C segment, which is attributed to smaller investments and was not material. The Company's equity in net income from affiliates was more than offset by $36,296 of amortization expense related to purchase accounting fair value adjustments associated with the Zeolyst Joint Venture for the year ended December 31, 2016 as a result of the Business Combination valuation. This portion of the Company's consolidated equity in net loss from affiliated companies is reflected in the "Corporate and Eliminations" line item of the Company's segment reconciliation of Adjusted EBITDA.

Capital expenditures for the Company's reportable segments are shown in the following table:

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31, 2014	Predecessor period from January 1, 2014 to November 30, 2014
	2016	2015		
Capital expenditures:				
Performance Materials & Chemicals	$ 74,392	$ —	$ —	$ —
Environmental Catalysts & Services[1]	74,921	41,854	2,892	32,690
Eliminations[1]	(19,001)	—	—	—
Total	$130,312	$41,854	$ 2,892	$ 32,690
Change in non-cash capital expenditures in A/P	(8,891)	(860)	—	—
Capital expenditures per the consolidated statement of cash flows	$121,421	$40,994	$ 2,892	$ 32,690

(1) Includes the Company's proportionate share of capital expenditures from the Zeolyst Joint Venture. The proportionate share of capital expenditures included in the EC&S segment is $19,001 for the Zeolyst Joint Venture for the year ended December 31, 2016. These capital expenditures are in turn removed in the "Eliminations" line item to reconcile to the Company's consolidated capital expenditures.

Total assets by segment are not disclosed by the Company because the information is not prepared or used by the CODM to assess performance and to allocate resources.

Net sales and long-lived assets by geographic area are presented in the following tables. Net sales are attributed to countries based upon location of products shipped.

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31, 2014	Predecessor period from January 1, 2014 to November 30, 2014
	2016	2015		
Net sales[1]:				
United States	$ 705,348	$388,875	$ 35,539	$ 361,823
Netherlands	79,821	—	—	—
United Kingdom	67,494	—	—	—
Other foreign countries	211,514	—	—	—
Total	$1,064,177	$388,875	$ 35,539	$ 361,823

(1) Except for the United States, no sales in an individual country exceeded 10% of the Company's total net sales.

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	December 31, 2016	December 31, 2015
Long-lived assets[1]:		
United States	$ 2,870,958	$ 936,111
Netherlands	288,239	—
United Kingdom	228,924	—
Other foreign countries	378,872	—
Total	$ 3,766,993	$ 936,111

(1) Long-lived assets exclude intercompany notes receivable and deferred tax assets.

13. Goodwill and Other Intangible Assets:

The changes in the carrying amount of goodwill for the years ended December 31, 2016 and 2015 are summarized as follows:

	Performance Materials & Chemicals	Environmental Catalysts & Services	Total
Balance as of January 1, 2016	$ —	$ 311,892	$ 311,892
Goodwill recognized	876,844	81,683	958,527
Foreign exchange impact	(24,338)	(4,652)	(28,990)
Balance as of December 31, 2016	$ 852,506	$ 388,923	$1,241,429

	Performance Materials & Chemicals	Environmental Catalysts & Services	Total
Balance as of January 1, 2015	$ —	$ 310,191	$ 310,191
Goodwill adjustment	—	1,701	1,701
Balance as of December 31, 2015	$ —	$ 311,892	$ 311,892

The Company completed its annual goodwill impairment assessments as of October 1, 2016 and 2015. (As a result of the 2014 Acquisition, there was no goodwill or indefinite-lived intangible asset impairment test required for 2014.) For the annual assessments, the Company bypassed the option to perform the qualitative assessment and proceeded directly to performing the first step of the two-step goodwill impairment test for each of its reporting units. As a result of the Business Combination, for the October 1, 2016 assessment, the Company identified four reporting units, two in each of its operating segments (PM&C and EC&S). For the October 1, 2015 assessment, the Company identified one reporting unit for testing.

The Company determined the fair value of its reporting units using a split between a market approach and an income, or discounted cash flow, approach. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Estimating the fair value of a reporting unit requires various assumptions including the use of projections of future cash flows and discount rates that reflect the risks associated with achieving those cash flows. The key assumptions used in estimating the fair value were the operating margin growth rates, revenue growth rates from implementation of strategic plans, the weighted average cost of capital, the perpetual growth rate, and the estimated earnings market multiples of each reporting unit. The market value was estimated using publicly traded

comparable company values by applying their most recent annual EBITDA multiples to the reporting unit's trailing twelve months EBITDA. The income approach value was estimated using a discounted cash flow approach. The assumptions about future cash flows and growth rates are based on management's assessment of a number of factors including the reporting unit's recent performance against budget as well as management's ability to execute on planned future strategic initiatives. Discount rate assumptions are based on an assessment of the risk inherent in those future cash flows.

As of October 1, 2016 and 2015, the fair values of each of the Company's reporting units (with the exception of one) substantially exceeded their respective carrying values and therefore, the second step of the two-step goodwill impairment test was not required. For the Company's performance chemicals reporting unit within its PM&C segment, the result of the annual goodwill impairment test as of October 1, 2016 indicated that the fair value of the reporting unit was in excess of its carrying amount by 10%. Actual sales trends for the reporting unit were lower than originally forecasted due to unfavorable foreign exchange as well as lower volumes in certain product groups, particularly in the base silicate, pulp and paper, and drilling markets. The Company believes the performance chemicals reporting unit remains well positioned over the long term with respect to its entire portfolio of products; however, a deterioration in the macroeconomic environment could adversely affect the fair value or carrying amount of this reporting unit. The amount of goodwill associated with this reporting unit was $577,667 as of the October 1, 2016 testing date.

In addition to the annual goodwill impairment assessment, the Company also performed the annual impairment test over its other indefinite-lived intangible assets as of October 1, 2016 and 2015. As a result of the test, the Company determined that the trade names related to its performance chemicals reporting unit within the PM&C segment and its catalysts reporting unit within the EC&S segment were impaired as of October 1, 2016. The impaired intangibles related to those identified as part of the Business Combination. The fair value of the respective trade names was determined using the relief-from-royalty method based on the discounted cash flows used in the goodwill impairment test. Slower sales growth rates for both reporting units led to the recognition of the impairment charges. Based on the testing performed, the Company recorded non-cash impairment charges of $5,350 related to trade names within the performance chemicals reporting unit and $1,523 related to trade names within the catalysts reporting unit. The impairment charges are included in the other operating expense, net line item of the Company's consolidated statement of operations for the year ended December 31, 2016.

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Gross carrying amounts and accumulated amortization for intangible assets other than goodwill are as follows:

	December 31, 2016					December 31, 2015		
	Gross Amounts	Accumulated Amortization	Impairment Charge	Foreign Exchange Impact	Net Balance	Gross Amounts	Accumulated Amortization	Net Balance
Technical know-how	$214,290	$ (10,029)	$ —	$ (7,855)	$196,406	$ 24,990	$ (1,935)	$ 23,055
Customer relationships	368,000	(31,199)	—	(11,064)	325,737	99,300	(7,176)	92,124
Contracts	19,800	(3,658)	—	—	16,142	—	—	—
Trademarks	35,400	(1,573)	—	(567)	33,260	—	—	—
Permits	9,100	(3,792)	—	—	5,308	9,271	(1,966)	7,305
Total definite-lived intangible assets	646,590	(50,251)	—	(19,486)	576,853	133,561	(11,077)	122,484
Indefinite-lived trade names	165,900	—	(6,873)	(5,105)	153,922	14,800	—	14,800
Indefinite-lived trademarks	82,900	—	—	(3,902)	78,998	—	—	—
In-process research and development	6,800	—	—	—	6,800	—	—	—
Total intangible assets	$902,190	$ (50,251)	$ (6,873)	$(28,493)	$816,573	$ 148,361	$ (11,077)	$ 137,284

The Company amortizes technical know-how over periods that range from fourteen to twenty years, customer relationships over periods that range from seven to fifteen years, trademarks over a fifteen year period, contracts over periods that range from two to sixteen years, and permits over five years.

Amortization of intangibles included in cost of goods sold on the consolidated statements of operations was $13,573 and $3,605 for the years ended December 31, 2016 and 2015, respectively, and $300 and $3,481 for the Successor and Predecessor Periods of 2014, respectively. Amortization of intangibles included in other operating expense, net on the consolidated statements of operations was $25,263 and $6,605 for the years ended December 31, 2016 and 2015, respectively, and $552 and $5,806 for the Successor and Predecessor Periods of 2014, respectively.

Estimated future aggregate amortization expense of intangible assets is as follows:

Year	Amount
2017	$ 52,550
2018	50,930
2019	49,961
2020	46,410
2021	45,468
Thereafter	331,534
Total estimated future aggregate amortization expense	$ 576,853

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14. Accrued Liabilities:

The following table summarizes the components of accrued liabilities as follows:

	December 31,	
	2016	2015
Compensation and bonus	$47,823	$11,684
Interest	9,139	2,947
Property tax	2,499	2,106
Environmental reserves (see Note 22)	8,346	1,857
Supply contract obligation (see Note 25)	1,638	1,638
Income taxes	8,035	—
Commissions and rebates	2,253	—
INEOS Group liability (see Note 22)	1,590	—
Supplemental retirement plans	1,170	—
Other	16,940	15,155
Total	$99,433	$35,387

15. Long-term Debt:

The summary of long-term debt is as follows:

	December 31,	
	2016	2015
Senior secured USD term loans with interest at 5.25% (due May 2022)	$ 925,430	$ —
Senior secured Euro term loans with interest at 5.00% (due May 2022)	297,317	—
Senior secured notes with interest at 6.75% (due November 2022)	625,000	—
Senior unsecured notes with interest at 11.75% (due May 2022)	525,000	—
Senior unsecured notes with interest at 8.50% (due November 2022)	200,000	200,000
Senior secured term loans with interest at 4.75% (was due December 2021)	—	495,000
ABL revolving credit facility (due May 2021)	—	—
Other	45,223	—
Total debt	2,617,970	695,000
Original issue discount	(28,497)	(2,160)
Deferred financing costs	(27,275)	(19,739)
Total debt, net of original issue discount and deferred financing costs	2,562,198	673,101
Less: current portion	(14,481)	(5,000)
Total long-term debt	$ 2,547,717	$ 668,101

Concurrent with the closing of the Business Combination, the Company refinanced the existing credit facilities of PQ Holdings and Eco Services by (i) entering into a $1,200,000 senior secured term loan (consisting of a $900,000 senior secured term loan and a $300,000 Euro equivalent senior secured term loan), (ii) issuing $625,000 in new senior secured notes, (iii) issuing $525,000 in senior unsecured notes, and (iv) entering into a $200,000 asset-based secured revolving credit facility. The existing PQ Holdings credit facilities were not legally assumed as part of the Business Combination, and the extinguishment of the debt was included as part of the consideration transferred for the Business Combination (see Note 7 to these consolidated financial statements for further information).

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The Company recorded $4,747 of new creditor and third-party financing costs as debt extinguishment costs. In addition, previous unamortized deferred financing costs of $6,252 and original issue discount of $989 associated with the previously outstanding debt were written off as debt extinguishment costs.

The Company incurred deferred financing fees associated with the financing of its debt. Such deferred financing costs are amortized over the terms of the related agreements. Amortization of deferred costs of $3,780 and $2,801 for the years ended December 31, 2016 and 2015, respectively, were included in interest expense. In addition, the Company paid original issue discount associated with the financing of its debt. The original issue discount is amortized over the terms of the related agreements. Amortization of original issue discount of $3,079 and $314 for the years ended December 31, 2016 and 2015, respectively, were included in interest expense.

Senior Secured USD and Euro Term Loans and Asset-Based Revolving Loan

Concurrent with the Business Combination, the Company entered into new senior secured credit facilities (collectively, the "New Senior Secured Credit Facilities") comprised of a $1,200,000 term loan facility consisting of a $900,000 U.S. dollar-denominated tranche and a $300,000 Euro-denominated (or €265,000) tranche (the "Term Loan Facility"), and a $200,000 asset-based revolving credit facility (the "ABL Facility"). The Term Loan Facility was issued at 99.0% of the principal amount. Borrowings under the Term Loan Facility bore interest at a rate equal to the LIBOR rate (or EURIBOR rate, as applicable) or the base rate elected by the Company at the time of the borrowing plus a margin of 4.75% or 3.75%, respectively. Further, the LIBOR rate and base rate elected under the facilities are subject to a floor of 1.00% and 2.00%, respectively. The Term Loan Facility requires minimum scheduled quarterly principal payments equal to 0.25% of the original principal amount of the term loans made on the closing date of the Business Combination. The Term Loan Facility has a maturity date of November 4, 2022, which date may be accelerated prior to the maturity date of the 2022 Notes unless the 2022 Notes have been refinanced or repaid prior to such time.

On November 14, 2016 (the "First Amendment Closing Date"), the Company entered into the First Amendment Agreement to the Term Loan Facility (the "First Amendment") pursuant to which the Company, among other things: (a) refinanced the existing $900,000 U.S. dollar-denominated tranche by issuing a U.S. dollar-denominated replacement term loan in the amount of $927,750 and (b) refinanced the existing €265,000 (or $300,000) Euro-denominated tranche by issuing a Euro-denominated replacement term loan in the amount of €283,338. Included in the U.S. dollar-denominated replacement term loan is an additional $30,000 principal amount of borrowings. Included in the Euro-denominated replacement term loan is an additional €19,000 principal amount of borrowings. The borrowings under the First Amendment bear interest at a rate equal to the LIBOR rate or the base rate elected by the Company at the time of borrowing plus a margin of 4.25% for U.S. dollar-denominated LIBOR Rate loans, 4.00% for Euro-denominated LIBOR Rate loans or 3.25%, for base rate loans. These new replacement term loans have substantially the same terms under the original Term Loan Facility subject to the amendments contained in the First Amendment.

The Company recorded $474 of new creditor and third-party financing costs as debt extinguishment costs. In addition, previous unamortized deferred financing costs of $564 and original issue discount of $756 associated with the previously outstanding debt were written off as debt extinguishment costs.

The Company may at any time or from time to time voluntarily prepay loans under the Term Loan Facility in whole or in part without premium or penalty.

The Term Loan Facility further requires prepayments from certain "net cash proceeds" received and 50% of "excess cash flow" with step downs to lower percentages based on the Company's leverage ratio, if applicable. In

accordance with the Term Loan Facility, net cash proceeds generally relate to proceeds received from the issuance or incurrence of certain indebtedness or proceeds received on the disposition of assets, adjusted for certain costs and expenses, and are payable promptly upon receipt, subject in the case of net cash proceeds from asset dispositions or condemnation/casualty events exceeding certain thresholds. Net cash proceeds in respect of asset dispositions are not payable if such proceeds are reinvested in the Company's business within a certain specified time period. Excess cash flow is to be calculated annually and is defined as the sum of consolidated adjusted EBITDA, consolidated working capital adjustments and consolidated net income, each adjusted for various expenditures and/or proceeds commencing with the fiscal year ending on December 31, 2017. Prepayments with respect to excess cash flow, if any, are to be made on an annual basis due within 5 business days after the annual audited financials are delivered to the lenders thereunder of each year. The remaining principal balance of the term loans are due upon maturity.

The loans and guarantees under the Term Loan Facility are secured (i) by a first-priority security interest in, among other things, substantially all of the Company's and the guarantors' equity interests, equipment, intellectual property, pledged debt, material real estate assets, general intangibles, books, records and supporting obligations related to the foregoing and any other assets (other than collateral securing the ABL Facility on a first-priority basis) and (ii) by a second-priority security interest in receivables, inventory, deposit accounts and other collateral securing the ABL Facility. The liens securing the Term Loan Facility and the guarantees are *pari passu* with the liens securing the Senior Secured Notes subject to the *pari passu* intercreditor agreement.

The ABL Facility provides for up to $200,000 in revolving credit borrowings consisting of up to $150,000 in U.S. available borrowings, up to $10,000 in Canadian available borrowings and up to $40,000 of European available borrowings. Borrowings under the ABL Facility bear interest at a rate equal to the LIBOR rate or the base rate elected by the Company at the time of the borrowing plus a margin of between 1.50%—2.00% or 0.50%—1.00%, respectively, depending on availability under the ABL Facility. In addition, there is an annual commitment fee equal to 0.375%, with a step-down to 0.25% based on the average usage of the revolving credit borrowings available. As of December 31, 2016, there were no revolving credit borrowings under the ABL Facility. Revolving credit borrowings are payable at the option of the Company throughout the term of the ABL Facility with the balance due May 4, 2021.

The Company has the ability to request letters of credit under the ABL Facility. The Company had $18,417 of letters of credit outstanding as of December 31, 2016, which reduce available borrowings under the ABL Facility by such amounts.

The loans and guarantees under the ABL Facility are secured (i) by a first-priority security interest in, among other things, substantially all of the Company's and the guarantors' receivables, inventory, deposit accounts and other collateral securing the ABL Facility on a first-priority basis and (ii) by a second-priority security interest in the property and assets that secure the Term Loan Facility. In addition, the ABL Facility is secured by the equity interests in, and substantially all of the assets of, certain foreign guarantors in connection with the Canadian dollar-denominated and Euro-denominated availability.

The Term Loan Facility and the ABL Facility contain various non-financial restrictive covenants. Each limits the ability of PQ Corporation and its restricted subsidiaries to incur certain indebtedness or liens, merge, consolidate or liquidate, dispose of certain property, make investments or declare or pay dividends, make optional payments, modify certain debt instruments, enter into certain transactions with affiliates, enter into certain sales and leasebacks, and certain other non-financial restrictive covenants. The ABL Facility also contains one financial covenant which applies when minimum availability under the ABL Facility exceeds a certain threshold. During such time, the Company is required to maintain a fixed-charge coverage ratio of at least 1.0 to 1.0.

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Senior Secured Notes

Concurrent with the Business Combination, the Company issued $625,000 of 6.750% Senior Secured Notes due November 2022 (the "Senior Secured Notes") in transactions exempt from or not subject to registration under the Securities Act pursuant to Rule 144A and Regulation S under the Securities Act of 1933. The Senior Secured Notes are senior secured obligations of the Company and rank equally in right of payment with all of the Company's existing and future senior debt, and are senior in right of payment to all of the Company's existing and future subordinated debt. The Senior Secured Notes are effectively senior to all of the Company's existing and future unsubordinated indebtedness that is not secured, to the extent of the value of the collateral securing the Senior Secured Notes. The Senior Secured Notes are effectively subordinated to the Company's ABL Facility, to the extent of the value of the assets securing the ABL Facility on a first priority basis. The Senior Secured Notes are also structurally subordinated to the liabilities of PQ Corporation's existing and future non-guarantor subsidiaries. The indenture relating to the Senior Secured Notes contains various limitations on the Company's and its restricted subsidiaries' ability to incur additional indebtedness, pay dividends or repay certain debt, make loans and investments, sell assets, create liens, enter into transactions with affiliates, enter into agreements restricting PQ Corporation's subsidiaries ability to pay dividends, and merge and consolidate with other companies, among other things. Interest on the Senior Secured Notes is payable on May 15 and November 15 of each year, commencing November 15, 2016. No principal payments are required with respect to the Senior Secured Notes prior to their final maturity. The Senior Secured Notes mature on November 15, 2022.

The obligations of the Company under the Senior Secured Notes and the related indenture are guaranteed by PQ Holdings and CPQ Midco I Corporation, PQ Corporation's direct parent, and each of PQ Corporation's current and future domestic subsidiaries that is a guarantor under the Term Loan Facility. The obligations of the Company under the Senior Secured Notes and the indenture are secured (i) by a first-priority security interest in substantially all of the Company's and the guarantors' property and assets that secure the Term Loan Facility (other than collateral securing the ABL Facility on a first-priority basis) and (ii) by a second-priority security interest in receivables, inventory, deposit accounts and other collateral securing the ABL Facility. The liens securing the Senior Secured Notes and the guarantees are *pari passu* with the liens securing the Term Loan Facility subject to the *pari passu* intercreditor agreement.

If any Event of Default (other than a default relating to certain events of bankruptcy or insolvency of PQ Corporation or certain of its subsidiaries) occurs and is continuing under the Indenture, the Trustee or the Holders of at least 30% in principal amount of the then total outstanding notes by notice to the Company may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding notes to be due and payable immediately. If an event of default arising from certain events of bankruptcy or insolvency of the Company occurs, the principal of, premium, if any, and interest on all the Senior Secured Notes shall become immediately due and payable without any declaration or other act on the part of the trustee or any holders.

Upon the occurrence of a change of control, as defined, each holder will have the right to require the Company to purchase all or any part of such holder's Senior Secured Notes at a purchase price in cash equal to 101% of the principal amount, plus accrued and unpaid interest.

Senior Unsecured Notes

Concurrent with the Business Combination, the Company issued $525,000 aggregate principal amount of floating rate Senior Unsecured Notes due 2022 (the "Senior Unsecured Notes") in a concurrent private placement exempt from the registration requirements of the Securities Act. The notes were issued at 98.0% of the principal amount. The Senior Unsecured Notes will mature on May 1, 2022; provided that if the 2022 Notes have been

refinanced or otherwise repaid prior to such date, the Senior Unsecured Notes will instead mature on May 1, 2023. Interest on the Senior Unsecured Notes is paid and reset quarterly at an annual rate equal to the three-month LIBOR plus 10.75% per year, with a 1.0% LIBOR floor. The note purchase agreement relating to the Senior Unsecured Notes contains various limitations on the Company's and its restricted subsidiaries' ability to incur additional indebtedness, pay dividends or repay certain debt, make loans and investments, sell assets, create liens, enter into transactions with affiliates, enter into agreements restricting PQ Corporation's subsidiaries ability to pay dividends, and merge and consolidate with other companies, among other things. Interest is payable on March 15, June 15, September 15, and December 15 of each year, commencing on June 15, 2016. The Senior Unsecured Notes are senior unsecured obligations of the Company and the guarantors. The obligations of the Company under the Senior Unsecured Notes and the related note purchase agreement are guaranteed by PQ Holdings and CPQ Midco I Corporation, PQ Corporation's direct parent, and each of PQ Corporation's subsidiaries that is a guarantor under the New Senior Secured Credit Facilities.

If any event of default (other than a default relating to certain events of bankruptcy or insolvency of PQ Corporation or certain of its subsidiaries) shall occur and be continuing, holders then holding greater than 50% of the sum of the aggregate principal amount of Senior Unsecured Notes then outstanding may, through the agent named in the note purchase agreement, declare the principal of, premium, if any, and accrued but unpaid interest on all the Senior Unsecured Notes to be due and payable and the same shall become immediately due and payable. If an event of default arising from certain events of bankruptcy or insolvency of the Company occurs, the principal of, premium, if any, and interest on all the Senior Unsecured Notes shall become immediately due and payable without any declaration or other act on the part of the agent or any holders.

Within ten days after the Company has knowledge of the occurrence of a change of control, as defined, the Company will give notice of the change of control to the agent and shall offer to prepay all, but not less than all, of the Senior Unsecured Notes held by each holder. In the event that the change of control occurs prior to the second anniversary of the closing date of the Senior Unsecured Notes, the notes will be prepaid at a price equal to 100% of the principal amount so prepaid, plus a make-whole premium. In the event that the change of control occurs on or after the second anniversary but before the third anniversary of the closing date, the Senior Unsecured Notes will be prepaid at a price equal to 106% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment. In the event that the change of control occurs on or after the third anniversary but before the fourth anniversary of the closing date, the Senior Unsecured Notes will be prepaid at a price equal to 103% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment. In the event that the change of control occurs on or after the fourth anniversary but before the fifth anniversary of the closing date, the Senior Unsecured Notes will be prepaid at a price equal to 101% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment. In the event that the change of control occurs on or after the sixth anniversary of the closing date, the Senior Unsecured Notes will be prepaid at a price equal to 100% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment.

Senior Secured Credit Facilities

On December 1, 2014, Eco Services entered into a credit agreement (the "Senior Credit Agreement") governing a $555,000 senior secured credit facility, which included a $500,000 term loan facility and a $55,000 revolving credit facility (collectively, the "Senior Secured Credit Facilities"). The full amount of the $500,000 term loan facility was drawn on December 1, 2014 (the "Eco Credit Facility Closing Date") to finance a portion of 2014 Acquisition with Solvay, including working capital and/or purchase price adjustments payable on the Eco Credit Facility Closing Date and the payment of related fees, expenses and other costs of the transactions. The Senior Credit Agreement was due to mature on December 1, 2021.

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Borrowings under the Senior Credit Agreement bore interest at a rate per annum equal to an applicable interest rate margin, plus, at Eco Services' option, either (a) a base rate determined by the reference to the highest of (1) the prime commercial lending rate publicly announced by the administrative agent as the "prime rate" as in effect on such day, (2) the federal funds effective rate plus 0.50%, and (3) the LIBOR rate determined by reference to the cost of funds for Eurodollar deposits for an interest period of one month, plus 1.00% or (b) a LIBOR rate determined by reference to the costs of funds for Eurodollar deposits for the specified interest period, as adjusted for certain statutory reserve requirements. As of December 31, 2015, the interest rate on the Senior Credit Agreement was 4.75%.

The term loan facility was issued at 99.5% of the principal amount, resulting in an original issue discount on the term loan facility of $2,500. The accretion of the original issue discount is reported as interest expense, and is accreted under the effective interest method over the term of the loan.

Proceeds from the revolving credit facility were to be used to finance the Company's working capital needs and other general corporate purposes, including investments, restricted payments and any other purpose not prohibited as defined in the Senior Credit Agreement. In 2015, the Company borrowed and repaid $12,000 under the revolving credit facility, resulting in no outstanding credit balance on the revolving credit facility as of December 31, 2015. The unamortized debt issuance costs of $1,585 as of December 31, 2015 related to the revolving credit facility are presented as a noncurrent asset.

A portion of the revolving credit facility, not to exceed $25,000, was also available for the issuance of letters of credit. As of December 31, 2015, Eco Services issued letters of credit totaling $13,270.

Concurrent with the Business Combination, on May 4, 2016 the Senior Secured Credit Facilities were refinanced and as such, there is no principal amount outstanding as of December 31, 2016.

2022 Notes

In December 2014, Eco Services issued $200,000 aggregate principal amount of 8.50% senior notes due 2022 (the "2022 Notes") under an indenture dated October 24, 2014. The 2022 Notes were issued in a private transaction exempt from the registration requirements of the Securities Act. Pursuant to the indenture governing the 2022 Notes, PQ Group Holdings assumed the obligations of Eco Services under the 2022 Notes following the Business Combination. Interest on the 2022 Notes is payable on May 1 and November 1 of each year. The 2022 Notes mature on November 1, 2022 and were issued at 100% of the principal amount. In 2014, the Successor Company recorded $3,000 of costs related to potential bridge financing that was charged to interest expense upon the issuance of the 2022 Notes. The 2022 Notes are unsecured senior obligations of the Company, *pari passu* in right of payment to all existing and future senior indebtedness of the Company, and effectively subordinated to all secured indebtedness of the Company to the extent of the value of the assets securing such senior indebtedness. The 2022 Notes are senior in right of payment to all subordinated indebtedness of the Company.

The Company is not required to make any mandatory redemption or sinking fund payments with respect to the 2022 Notes. However, under certain circumstances, the Company may be required to offer to purchase the 2022 Notes if it undergoes a change in control or a sale of assets.

At any time prior to November 1, 2017, the Company may redeem all or part of the 2022 Notes, at its option, at a redemption price equal to 100% of the principal amount redeemed plus an applicable make-whole premium and accrued and unpaid interest.

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On and after November 1, 2017, the Company may redeem all or part of the 2022 Notes, at its option, at the redemption prices (expressed as percentages of the principal amount of the 2022 Notes redeemed) set forth below, plus accrued and unpaid interest, beginning on November 1 of each of the years indicated below:

Year	Percentage
2017	104.25%
2018	102.13%
2019 and thereafter	100.00%

In addition, until November 1, 2017, the Company may, at its option, on one or more occasions redeem up to 40% of the aggregate principal amount of the 2022 Notes at a redemption price equal to 108.50% of the aggregate principal amount thereof, plus accrued and unpaid interest, with the net cash proceeds of certain equity offerings, provided that at least 50% of the aggregate principal amount of the 2022 Notes originally issued remains outstanding immediately after the occurrence of each such redemption.

New Markets Tax Credit Financings

On October 24, 2013, PQ Holdings' (and now the Company's) subsidiary Potters Industries, LLC ("Potters") entered into a NMTC financing arrangement with JPMorgan Chase Bank N.A. and several of its affiliates ("Chase") and TX CDE V LLC, an affiliate of Texas LIC Development Company LLC d/b/a Texas Community Development Capital ("TX CDE") to fund the expansion of Potters' manufacturing facility in Paris, Texas (the "2013 NMTC Agreement"). The NMTC program, which is administered by the United States Treasury Department, requires certain balance sheet commitments. The 2013 NMTC Agreement will provide the Company with certain monetary benefits as an offset to specifically identified capital expenditures. The 2013 NMTC Agreement requires that certain commitments and covenants be maintained over a period of seven years in order to legally recognize the benefit. Chase agreed to contribute $6,634 and an additional $15,632 in funds lent to Chase by Potters Holdings II, L.P. to TX CDE. TX CDE, in turn, lent $21,000 in the form of $5,368 and $15,632 of notes to Potters, which used the proceeds to finance the expansion of Potters' manufacturing facility in Paris, Texas. The capital expenditures associated with the 2013 NMTC Agreement were completed in 2014. The $21,000 of debt related to the 2013 NMTC was assumed as part of the Business Combination and was outstanding as of December 31, 2016.

In connection with the 2013 NMTC Agreement, the Company provided an indemnification related to its actions or inactions which cause either a NMTC disallowance or recapture event. In the event that the Company causes either a recapture or disallowance of the tax credits expected to be generated under this program, then the Company will be required to repay the disallowed or recaptured tax credits plus an amount sufficient to pay the taxes on such repayment to the counterparty of the agreement. This indemnification covers the Company's actions and inactions prior to September 6, 2020. The maximum potential amount of future payments under this indemnification is approximately $12,600. The Company currently believes that the likelihood of a required payment under this indemnification is remote.

On May 17, 2016, Potters entered into a NMTC financing arrangement with U.S. Bank N.A. and several of its affiliates ("USB") and MRC XX LLC, an affiliate of Midwest Renewable Capital, LLC ("MRC"), to fund the expansion of Potters' manufacturing facility in Augusta, Georgia (the "May 2016 NMTC Agreement"). The May 2016 NMTC Agreement provides the Company with certain monetary benefits as an offset to specifically identified capital expenditures. The May 2016 NMTC Agreement requires that certain commitments and covenants be maintained over a period of seven years in order to legally recognize the benefit. USB agreed to

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contribute $3,732 and an additional $7,822 in funds lent to USB by Potters Holdings II, L.P. to MRC. MRC, in turn, lent $11,000 in the form of $7,822, $1,311 and $1,866 of notes to Potters, which used the proceeds to finance the expansion of Potters' manufacturing facility in Augusta, Georgia. The $11,000 was outstanding as of December 31, 2016. The capital expenditures associated with the May 2016 NMTC Agreement are expected to be completed in 2017.

In connection with the May 2016 NMTC Agreement, the Company provided an indemnification related to its actions or inactions which cause either a NMTC disallowance or recapture event. In the event that the Company causes either a recapture or disallowance of the tax credits expected to be generated under this program, then the Company will be required to repay the disallowed or recaptured tax credits plus an amount sufficient to pay the taxes on such repayment to the counterparty of the agreement. This indemnification covers the Company's actions and inactions prior to May 17, 2023. The maximum potential amount of future payments under this indemnification is approximately $4,077. The Company currently believes that the likelihood of a required payment under this indemnification is remote.

On December 29, 2016, Potters entered into a second NMTC financing arrangement with USB and MRC whereby USB agreed to contribute $3,815 and an additional $7,775 in funds lent to USB by Potters Holdings II, L.P. to MRC. MRC, in turn, lent $11,000 in the form of $7,775, $1,402 and $1,823 of notes to Potters, which will use the proceeds as working capital for another expansion of Potters' manufacturing facility in Paris, Texas (the "December 2016 NMTC Agreement"). The $11,000 was outstanding as of December 31, 2016. Potters expects to expend the proceeds of the notes as working capital in 2017.

In connection with the December 2016 NMTC Agreement, the Company provided an indemnification related to its actions or inactions which cause either a NMTC disallowance or recapture event. In the event that the Company causes either a recapture or disallowance of the tax credits expected to be generated under this program, then the Company will be required to repay the disallowed or recaptured tax credits plus an amount sufficient to pay the taxes on such repayment to the counterparty of the agreement. This indemnification covers the Company's actions and inactions prior to December 29, 2023. The maximum potential amount of future payments under this indemnification is approximately $4,290. The Company currently believes that the likelihood of a required payment under this indemnification is remote.

Other Debt

The Company also has several note payable agreements denominated in Japanese Yen which enables the Company to borrow up to a total of 260,000 Japanese Yen, or $2,158. Borrowings bear interest at either TIBOR ("Tokyo Interbank Offered Rate") plus a margin or the short-term prime rate with a weighted average rate of 0.53% as of December 31, 2016. The terms of the agreements vary and are renewable upon expiration of the term with the balances due in 2016. Borrowings under the agreement are payable at the option of the Company throughout the term of the agreements. Borrowings outstanding under these agreements were $2,158 as of December 31, 2016.

Certain of the Company's foreign subsidiaries maintain other note payable agreements. These agreements are not further described as they are not significant to the consolidated financial statements.

The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction. As of December 31, 2016 and 2015, the fair value of the senior secured term loans and senior secured and unsecured notes was higher than book value by $68,477 and lower than book value by $42,375, respectively. The fair value of the senior secured term loans and senior secured and unsecured notes was derived from published loan prices at December 31, 2016 and 2015, as applicable. The fair value is classified as Level 2 based upon the fair value hierarchy (see Note 4 to these consolidated financial statements for further information on fair value measurements).

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The aggregate long-term debt maturities are:

Year	Amount
2017	$ 14,481
2018	12,258
2019	12,258
2020	12,258
2021	33,258
Thereafter	2,533,457
	$ 2,617,970

16. Other Long-term Liabilities:

The following table summarizes the components of other long-term liabilities as follows:

	December 31,	
	2016	2015
Pension benefits	$ 71,443	$ 20,239
Supply contract (see Note 25)	22,250	23,888
Other postretirement benefits	3,991	—
Supplemental retirement plans	12,055	—
Reserve for uncertain tax positions	4,149	—
Asset retirement obligation	3,700	—
INEOS Group liability (see Note 22)	329	—
Other	5,238	3,850
Total	$ 123,155	$ 47,977

17. Financial Instruments:

The Company uses interest rate related derivative instruments to manage its exposure related to changes in interest rates on its variable-rate debt instruments and uses commodity derivatives to manage its exposure to commodity price fluctuations. The Company does not speculate using derivative instruments.

By using derivative financial instruments to hedge exposures to changes in interest rates and commodity prices, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is an asset, the counterparty owes the Company, which creates credit risk for the Company. When the fair value of a derivative contract is a liability, the Company owes the counterparty and, therefore, the Company is not exposed to the counterparty's credit risk in those circumstances. The Company minimizes counterparty credit risk in derivative instruments by entering into transactions with high quality counterparties. The derivative instruments entered into by the Company do not contain credit-risk-related contingent features.

Market risk is the adverse effect on the value of a derivative instrument that results from a change in interest rates, currency exchange rates, or commodity prices. The market risk associated with interest rate and commodity price contracts is managed by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken.

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Use of Derivative Financial Instruments to Manage Commodity Price Risk. The Company is exposed to risks in energy costs due to fluctuations in energy prices, particularly natural gas. The Company has a hedging program in the United States which allows the Company to mitigate exposure to natural gas volatility with natural gas swap agreements. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices of comparable contracts. The respective current and non-current liabilities are recorded in accrued liabilities and other long-term liabilities and the respective current and non-current assets are recorded in prepaid and other current assets and other long-term assets, as applicable. As the derivatives are highly effective and are designated and qualify as cash-flow hedges, the related unrealized gains or losses are recorded in stockholders' equity as a component of other comprehensive income (loss), net of tax. Realized gains and losses on natural gas hedges are included in production cost and subsequently charged to cost of goods sold in the consolidated statements of operations in the period in which inventory is sold.

Use of Derivative Financial Instruments to Manage Interest Rate Risk. The Company is exposed to fluctuations in interest rates on the New Senior Secured Credit Facilities and Senior Unsecured Notes. Changes in interest rates will not affect the market value of such debt but will affect the amount of our interest payments over the term of the loans. Likewise, an increase in interest rates could have a material impact on the Company's cash flow. The Company hedges the interest rate fluctuations on debt obligations through interest rate cap agreements. The Company records these agreements at fair value as assets or liabilities. As the derivatives are highly effective and are designated and qualify as cash-flow hedges, the related unrealized gains or losses are deferred in stockholders' equity as a component of other comprehensive income (loss), net of tax. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices.

In July 2016, the Company entered into interest rate cap agreements, paying a premium of $1,551 to mitigate interest rate volatility from July 2016 through July 2020 by employing varying cap rates ranging from 1.50% to 3.00% on $1,000,000 of notional variable rate debt.

The fair values of derivative instruments held as of December 31, 2016 are shown below:

	Balance sheet location	December 31, 2016
Asset derivatives:		
Derivatives designated as cash flow hedges:		
Natural gas swaps	Current assets	$ 573
Natural gas swaps	Other long-term assets	58
Interest rate caps	Other long-term assets	5,803
Total asset derivatives		$ 6,434

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The following table shows the effect of the Company's derivative instruments designated as hedges on other comprehensive income (loss) ("OCI") and the statement of income for the year ended December 31, 2016:

	Location in Earnings	Year ended December 31, 2016
Derivatives designated as cash flow hedges:		
AOCI derivative gain (loss) at beginning of year		$ —
Effective portion of changes in fair value recognized in OCI:		
Interest rate caps		4,250
Natural gas swaps		(802)
Amount of gain reclassified from OCI to earnings:		
Interest rate caps	Interest expense	—
Natural gas swaps	Cost of goods sold	1,433
AOCI derivative gain at end of year		$ 4,881

Amounts of unrealized gains in OCI that are expected to be reclassified to the consolidated statement of operations over the next twelve months are $533 as of December 31, 2016.

18. Income Taxes:

Years Ended December 31, 2016 and 2015, and the Period from Inception (July 30, 2014) to December 31, 2014 (Successor Period)

Income (loss) before income taxes and non-controlling interest within or outside the United States are shown below:

	Years ended December 31,		Successor Period from inception (July 30, 2014) to December 31,
	2016	2015	2014
Domestic	$(84,094)	$11,427	$ (22,061)
Foreign	14,977	—	—
Total	$(69,117)	$11,427	$ (22,061)

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The provision (benefit) for income taxes as shown in the accompanying consolidated statements of operations consists of the following:

	December 31, 2016
Current:	
Federal	$ (434)
State	91
Foreign	10,088
	9,745
Deferred:	
Federal	9,088
State	292
Foreign	(9,084)
	296
Provision for income taxes	$ 10,041

A reconciliation of income tax expense (benefit) at the U.S. federal statutory income tax rate of 35% to actual income tax expense is as follows:

	December 31, 2016
Tax at statutory rate	$ (24,191)
State income taxes, net of federal income tax benefit	(4,110)
Goodwill Impairment	—
Repatriation of non-US earnings	4,576
Change in Tax Status—Eco—Passthrough to C-Corp	33,891
Changes in uncertain tax positions	(2,383)
Change in valuation allowances	2,577
Deduction on foreign taxes	—
Change in state effective rates	(290)
Foreign withholding taxes	1,505
Foreign tax rate differential	(1,354)
Provision to return adjustments	—
Non-deductible transaction costs	667
Other, net	(847)
Provision for income taxes	$ 10,041

The total tax provision of $10,041 for the year ended December 31, 2016 on the Company's consolidatedpre-tax income for the period differs from the U.S. statutory tax rate of 35% principally due to the repatriation of non-U.S. earnings, foreign income tax in jurisdictions with statutory rates different than the U.S. rate, state taxes, non-deductible transaction costs, foreign withholding taxes, changes in valuation allowance, and changes in uncertain tax positions.

Prior to the Business Combination, Eco Services was a single member LLC, treated as a partnership for federal and state tax purposes. Any income tax liabilities and/or benefits of Eco Services were passed through to

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the member. As such, prior to May 4, 2016, the date of the Business Combination, no recognition of federal or state income taxes for Eco Services has been provided for in the Successor Financial Statements.

Deferred tax assets (liabilities) are comprised of the following:

	December 31, 2016
Deferred tax assets:	
Net operating loss carryforwards	$ 157,811
Pension	21,454
Postretirement health	1,040
Transaction costs	2,896
Natural gas contracts	—
Interest rate swaps	—
Unrealized translation losses	6,046
Other	44,351
Valuation allowance	(38,271)
	$ 195,327
Deferred tax liabilities:	
Depreciation	$ (114,749)
Undistributed earnings of non-US subsidiaries	(73,205)
LIFO reserve	—
Inventory	(20,159)
Intangible assets	(276,671)
Natural gas contracts	(241)
Other accruals	(1,621)
Other	(27,144)
	$ (513,790)
Net deferred tax liabilities	$ (318,463)

Included in the 2016 deferred tax asset and liability amounts for depreciation, intangible assets, inventory, natural gas contracts, and other above is ($75,539) of a net deferred tax liability related to the Company's investment in Potters, which is a partnership for federal income tax purposes. The Company and one of its subsidiaries own in aggregate 100% of Potters and the assets and liabilities of Potters are included in the consolidated financial statements of the Company.

The $318,463 in net deferred tax liabilities as of December 31, 2016 consists of $195,327 innon-current deferred tax assets and $513,790 in netnon-current deferred tax liabilities. Prior to the Business Combination, Eco Services was a single member LLC, treated as a partnership for federal and state tax purposes, with no deferred taxes provided.

The change in net deferred tax assets (liabilities) for the year ended December 31, 2016 was primarily related to the increase in deferred tax assets on accrued pension obligations, and book amortization of intangibles with no corresponding tax basis.

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Following are changes in the deferred tax valuation allowance during the year ended December 31, 2016:

	Beginning Balance	Additions	Reductions	Ending Balance
Year ended December 31, 2016	$ —	46,347	(8,076)	$38,271

The net change in the total valuation allowance was an increase of $38,271 in 2016. Prior to the Business Combination, Eco Services was a single member LLC, treated as a partnership for federal and state tax purposes. Any income tax liabilities and/or benefits of Eco Services were passed through to the member. As such, prior to May 4, 2016, the date of the Business Combination, the valuation allowance was $0. The valuation allowance at December 31, 2016 was primarily related to foreign and state net operating loss carryforwards and tax credits that, in the judgment of management, are not more likely than not to be realized. In assessing the ability to realize deferred tax assets, management considered whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considered the scheduled reversal of deferred tax liabilities (including the impact of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies that are prudent in making this assessment. In order to fully realize deferred tax assets, the Company will need to generate future taxable income prior to the expiration of the net operating loss and credit carryforwards. The amount of the deferred tax assets considered realizable, however, could be reduced in the near term if estimates of future taxable income during the carryforward period are reduced.

Management considered certain earnings in non-U.S. subsidiaries to be available for repatriation in the future. The tax cost associated with non-U.S. subsidiary earnings and distributions for the year ended December 31, 2016 has been recorded as tax expense for the period. In this regard the Company expects to deduct, rather than credit, foreign tax expense in computing the U.S. tax effects of repatriation from non-U.S. subsidiaries in 2016. The unremitted earnings of non-U.S. subsidiaries and affiliates that have not been reinvested abroad indefinitely amount to $190,586 as of December 31, 2016. The deferred U.S. federal and state income tax liability and deferred foreign withholding tax liability on these undistributed earnings is estimated to be $73,205.

As of December 31, 2016, the cumulative unremitted earnings of foreign subsidiaries outside the United States, considered permanently reinvested, for which no income or withholding taxes have been provided, approximated $194,444. Such earnings are expected to be reinvested indefinitely and, as a result, no deferred tax liability has been recognized with regard to such earnings. Determination of the deferred income tax liability on these unremitted earnings is not practicable, principally because such liability, if any, is dependent on circumstances existing if and when remittance occurs.

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The following table summarizes the activity related to our gross unrecognized tax benefits:

	December 31, 2016
Balance at beginning of period	$ —
Increases related to prior year tax positions	19,419
Decreases related to prior year tax positions	(68)
Increases related to current year tax positions	691
Decreases related to current year tax positions	—
Decreases related to settlements with taxing authorities	(3,914)
Decreases related to lapsing of statute of limitations	—
Balance at end of period	$ 16,128

Included in the balance of total unrecognized tax benefits are potential benefits of $16,128 arising from legacy PQ Corporation, that if recognized, would affect the effective tax rate on income from continuing operations as of December 31, 2016.

Interest and penalties recognized related to uncertain tax positions amounted to ($2,054) in 2016. To the extent interest and penalties are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as a reduction of the overall income tax provision in the period for which the event occurs requiring the adjustment. The $1,177 in accrued interest and penalties as of December 31, 2016 is recorded in other long-term liabilities in the consolidated balance sheet.

Due to the Business Combination, the Company files numerous consolidated and separate income tax returns in the U.S. federal jurisdiction and in many state and foreign jurisdictions. The following describes the open tax years, by major tax jurisdiction, as of December 31, 2016:

Jurisdiction	Period
United States—Federal	2007—Present
United States—State	2008—Present
Canada[a]	2008—Present
Germany	2012—Present
Netherlands	2011—Present
Mexico	2011—Present
United Kingdom	2012—Present
Brazil	2012—Present

(a)—Includes federal as well as local jurisdictions

Given that certain U.S. companies have net operating loss carryforwards, the statute for examination by taxing authorities in the United States, and certain state jurisdictions, will remain open for a period following the use of such net operating loss carryforwards, extending the period for examination beyond the years indicated above.

The Company has subsidiaries in various states, provinces and countries that are currently under audit for years ranging from 2008 through 2016. To date, no material adjustments have been proposed as a result of these audits. As of December 31, 2016, the Company does not believe that there are any positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

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The Company has a net operating loss carry-forward ("NOL") available of $383,182 to reduce future federal taxes payable. The federal carry-forward period is 20 years. As a result of the Business Combination, $332,376 of the $383,182 may be subject to the limitations of Section 382 of the Internal Revenue Code ("IRC"). Although potentially subject to the limitations of IRC §382, management believes it is more likely than not that the Company will realize the entire $332,376 in pre-transaction NOLs in future years. The remaining $50,806 relates to periods after the Business Combination and would not be subject to IRC §382.

For state income tax purposes, the Company incurred net operating losses of $92,498 for 2016 that may be carried forward at periods ranging from 5 to 20 years among the states in which the Company is subject to tax to reduce future state income taxes payable. Cumulative state net operating losses carrying forward into 2017 are $547,641. A valuation allowance of $10,209 has been applied against the total $21,659 of state net operating loss deferred tax assets, leaving losses of $11,450 that have been recognized for financial accounting purposes for the portion of those losses that the Company believes, on a more likely than not basis, will be realized.

Foreign net operating losses of $59,426, of which $10,667 will begin to expire in 2037 with the remaining $48,749 carrying forward indefinitely, are available to reduce future foreign income taxes payable. A valuation allowance of $11,501 has been applied to $14,840 of deferred tax assets related to foreign net operating loss carry-forwards, leaving a net deferred tax asset relating to foreign net operating losses of $3,339 that has been recognized for financial accounting purposes.

Cash payments for income taxes are as follows:

	December 31,		Successor period from inception (July 30, 2014) to December 31,
	2016	2015	2014
Domestic	$ 373	$ 8	$ —
Foreign	16,608	—	—
	$16,981	$ 8	$ —

Predecessor Period

For the Predecessor Period, income taxes have been prepared on a separate return basis as if Solvay's Eco business unit was a stand-alone entity. Historically, Solvay's Eco business unit was included in the tax filings with other Solvay entities. Tax expenses (benefits) as presented are not reflective of the results that Solvay's Eco business unit will generate in the future or would have generated on a stand-alone basis.

Pre-tax income for Solvay's Eco business unit was as follows:

	January 1 to November 30, 2014
U.S.	$ 45,147
Total	$ 45,147

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The components of the provision for income taxes were:

	January 1 to November 30, 2014
Current tax expense:	
U.S. federal	$ 22,215
U.S. state and local	2,651
Total current tax expense	24,866
Deferred tax (benefit):	
U.S. federal	(9,065)
U.S. state and local	(1,199)
Total deferred tax benefit	(10,264)
Total provision for income taxes	$ 14,602

An analysis of the effective income tax rate follows:

	January 1 to November 30, 2014	
Statutory U.S. federal income tax rate	$ 15,801	35.00%
Meals & entertainment (50%)	55	0.12%
Domestic production deduction	(2,197)	(4.81)%
State taxes—current	1,723	3.77%
State taxes—deferred	(780)	(1.68)%
Provision for income taxes	$ 14,602	32.40%

19. Benefit Plans:

The Company sponsors defined benefit pension plans covering employees in the United States and certain employees at its foreign subsidiaries. Benefits for a majority of the plans are based on average final pay and years of service. The Company's funding policy is to fund the minimum required contribution under local statutory requirements.

The Company sponsors unfunded plans to provide certain health care benefits to retired employees in the United States and Canada. The plans pay a stated percentage of medical expenses reduced by deductibles and other coverage. The plans are unfunded and obligations are paid out of the Company's operations.

The Company also has defined benefit supplementary retirement plans which provide benefits for certain U.S. employees in excess of qualified plan limitations. The obligations are paid out of the Company's general assets, including assets held in a Rabbi trust, or restoration plan assets.

The Company uses a December 31 measurement date for all of its defined benefit pension, postretirement medical and supplementary retirement plans.

The following discussion includes information for the Eco Services benefit plans for all periods presented, and the acquired PQ Holdings benefit plans beginning on the date of the Business Combination. The Company assumed the liabilities related to those employees participating in the Eco Services benefit plans that were previously sponsored by Solvay upon the date of the 2014 Acquisition. Thus, activity for 2014 reflects the period from December 1, 2014 to December 31, 2014 for the Eco Services benefit plans.

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The Eco Services benefit plans include two defined benefit pension plans and one retiree health plan, all based in the U.S. The PQ Holdings benefit plans include a U.S. defined benefit pension plan as well as the defined benefit pension plans for all of the Company's foreign subsidiaries, two retiree health plans (one each in the U.S and Canada), and the Company's defined benefit supplementary retirement plans.

Of the Company's three defined benefit pension plans covering employees in the U.S., only the Eco Services Hourly Pension Plan continues to accrue benefits subsequent to December 31, 2016. All future accruals were frozen for the PQ Corporation Retirement Plan as of December 31, 2006 and for the Eco Services Pension Equity Plan as of December 31, 2016. With respect to the Company's three retiree health plans, the PQ Holdings plans in the U.S. and Canada were closed to new retirees as of December 31, 2006. The Eco Services Postretirement Life and Dental Plan will be closed to new retirees effective July 1, 2017. The Company's defined benefit supplementary retirement plans were frozen to future accruals as of December 31, 2006.

Defined Benefit Pension Plans

The following tables summarize changes in the benefit obligation, plan assets and funded status of the Company's significant defined benefit pension plans as well as the components of net periodic benefit cost, including key assumptions:

	U.S. December 31,		Foreign December 31,	
	2016	2015	2016	2015
Change in benefit obligation:				
Benefit obligation at beginning of period	$ 71,605	$ 74,048	$ —	$ —
Service cost	2,130	2,778	2,106	—
Interest cost	7,680	2,913	2,224	—
Participant contributions	—	—	300	—
Plan curtailments	(1,325)	—	(1,204)	—
Plan settlements	(4,772)	(5,099)	—	—
Benefits paid	(5,390)	(108)	(1,305)	—
Expenses paid	—	—	(66)	—
Net transfer in[1]	192,120	—	99,025	—
Actuarial (gains) losses	(14,630)	(2,927)	9,804	—
Translation adjustment	—	—	(4,859)	—
Benefit obligation at end of the period	$ 247,418	$ 71,605	$ 106,025	$ —
Change in plan assets:				
Fair value of plan assets at beginning of period	$ 52,678	$ 42,469	$ —	$ —
Actual return on plan assets	6,897	479	8,274	—
Employers contributions	1,425	14,937	921	—
Employee contributions	—	—	300	—
Plan settlements	(4,772)	(5,099)	—	—
Benefits paid	(5,390)	(108)	(1,305)	—
Expenses paid	—	—	(66)	—
Acquisitions[1]	148,077	—	81,974	—
Translation adjustment	—	—	(3,953)	—
Fair value of plan assets at end of the period	$ 198,915	$ 52,678	$ 86,145	$ —
Funded status of the plans (underfunded)	$ (48,503)	$ (18,927)	$ (19,880)	$ —

(1) Relates to the PQ Holdings defined benefit pension plans assumed as part of the Business Combination.

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Amounts recognized in the consolidated balance sheets consist of:

	U.S. December 31,		Foreign December 31,	
	2016	2015	2016	2015
Noncurrent asset	$ —	$ —	$ 3,391	$ —
Current liability	—	—	(331)	—
Noncurrent liability	(48,503)	(18,927)	(22,940)	—
Accumulated other comprehensive income (loss)	8,190	520	(2,085)	—
Net amount recognized	$(40,313)	$(18,407)	$(21,965)	$ —

Amounts recognized in accumulated other comprehensive income (loss) consist of:

	U.S. December 31,		Foreign December 31,	
	2016	2015	2016	2015
Prior service credit	$ —	$ —	$ —	$ —
Net gain (loss)	12,920	520	(2,686)	—
Gross amount recognized	12,920	520	(2,686)	—
Deferred income taxes	(4,730)	—	601	—
Net amount recognized	$ 8,190	$520	$(2,085)	$ —

Components of net periodic benefit cost consist of:

	U.S.			Foreign		
	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,
	2016	2015	2014	2016	2015	2014
Service cost	$ 2,130	$ 2,778	$ 224	$ 2,106	$ —	$ —
Interest cost	7,680	2,913	246	2,224	—	—
Expected return on plan assets	(9,293)	(2,885)	—	(2,038)	—	—
Amortization of net (gain) loss	—	—	—	(10)	—	—
Curtailment gain recognized	(1,311)	—	—	(517)	—	—
Settlement (gain) loss recognized	152	(2)	—	—	—	—
Net periodic expense (benefit)	$ (642)	$ 2,804	$ 470	$ 1,765	$ —	$ —

There are no estimated net actuarial losses (gains) or prior service costs (credits) for the Company's defined benefit pension plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost in 2017.

The total accumulated benefit obligation as of December 31, 2016 and 2015 for the Company's U.S. pension plans was $244,003 and $66,706, respectively. The total accumulated benefit obligation as of December 31, 2016 for the Company's foreign pension plans was $100,473.

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The following table presents selected information about the Company's pension plans with accumulated benefit obligations in excess of plan assets:

	U.S. December 31,		Foreign December 31,	
	2016	2015	2016	2015
Projected benefit obligation	$ 247,418	$ 71,605	$ 58,837	$ —
Accumulated benefit obligation	244,003	66,706	55,981	—
Fair value of plan assets	198,915	52,678	36,771	—

Significant weighted average assumptions used in determining the pension obligations include the following:

	U.S. December 31,		Foreign December 31,	
	2016	2015	2016	2015
Discount rate	4.24%	4.51%	2.99%	—
Rate of compensation increase[2]	3.00%	Age-based / 3.00%	2.97%	—

(2) With respect to the U.S. plans, the weighted average rate of compensation increase as of December 31, 2016 reflects only the Eco Services Hourly Pension Plan assumption of 3.00%, as both the Eco Services Pension Equity Plan and the PQ Corporation Retirement Plan were frozen to new accruals as of December 31, 2016 (and were included in the average at zero). The weighted average rate of compensation increase at December 31, 2015 for the U.S. plans includes 3.00% for the Eco Services Hourly Pension Plan and an age-based assumption for the Eco Services Pension Equity Plan.

Significant weighted average assumptions used in determining net periodic benefit cost include the following:

	U.S.			Foreign		
	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,
	2016	2015	2014	2016	2015	2014
Discount rate	4.02%	4.09%	4.09%	5.16%	—	—
Rate of compensation increase[3]	3.10%	Age-based / 3.00%	Age-based / 3.00%	3.95%	—	—
Expected return on assets	6.34%	None assumed	None assumed	5.62%	—	—

(3) The weighted average rate of compensation increase for the year ended December 31, 2015 and for the period December 1 to December 31, 2014 for the U.S. plans was 3.00% for the Eco Services Hourly Pension Plan and an age-based assumption for the Eco Services Pension Equity Plan.

The discount rate for each of the U.S. plans was determined by utilizing a yield curve model. The model develops a spot rate curve based on the yields available from a broad-based universe of high quality corporate bonds. The discount rate is then set as the weighted average spot rate, using the respective plan's expected benefit cash flows as the weights.

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In determining the expected return on U.S. plan assets, the Company considers the relative weighting of plan assets, the historical performance of total plan assets and individual asset classes, and expected future performance. In addition, the Company may consult with and consider the opinions of our external advisors in developing appropriate return benchmarks.

The investment objective for the U.S. plans is to generate returns sufficient to meet future obligations. The strategy to meet the objective includes generating attractive returns using higher returning assets such as equity securities and balancing risk using less volatile assets such as fixed income securities. The U.S. plans invest in an allocation of assets across the two broadly-defined financial asset categories of equity and fixed income securities. The target allocations for the plan assets across the three U.S. plans are as follows: 45% equity securities and 55% fixed income investments for the PQ Corporation Retirement Plan; 50% equity securities and 50% fixed income investments for the Eco Services Pension Equity Plan; and 48% equity securities and 52% fixed income investments for the Eco Services Hourly Pension Plan.

Similar considerations are applied to the investment objectives of thenon-U.S. plans as well as the asset classes available in each location and any legal restrictions on plan investments.

The Company classified plan assets based upon a fair value hierarchy (see Note 4 to these consolidated financial statements for further information). The classification of each asset within the hierarchy is based on the lowest level input that is significant to its measurement. The fair value hierarchy consists of three levels as follows:

- Level 1—Values are unadjusted quoted prices for identical assets and liabilities in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets. Level 1 assets primarily include investments in publicly traded equity securities and mutual funds. These securities (or the underlying investments of the funds) are actively traded and valued using quoted prices for identical securities from the market exchanges.
- Level 2—Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument. Such inputs include market interest rates and volatilities, spreads and yield curves. Level 2 assets primarily consist of fixed-income securities and comingled funds that are not actively traded or whose underlying investments are valued using observable marketplace inputs. The fair value of plan assets invested in fixed-income securities is generally determined using valuation models that use observable inputs such as interest rates, bond yields, low-volume market quotes and quoted prices for similar assets. Plan assets that are invested in comingled funds are valued using a unit price or net asset value (“NAV”) that is based on the underlying investments of the fund.
- Level 3—Certain inputs are unobservable (supported by little or no market activity) and significant to the fair value measurement. Unobservable inputs reflect the Company’s best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date. Level 3 assets include investments covered by insurance policies and real estate funds valued using significant un-observable inputs.

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	Fair value measurements at December 31, 2016			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 1,979	$ 1,863	$ 116	$ —
Equity securities:				
U.S. investment funds	60,179	41,529	18,650	—
International investment funds	58,457	26,119	32,338	—
Fixed income securities:				
Government securities	25,437	—	25,437	—
Corporate bonds	4,981	—	4,981	—
Investment fund bonds	113,460	77,938	35,522	—
Other:				
Insurance policies	20,567	—	17,281	3,286
Total	$ 285,060	$ 147,449	$ 134,325	$ 3,286

	Fair value measurements at December 31, 2015			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 40	$ 40	$ —	$ —
Equity securities:				
U.S. investment funds	20,395	—	20,395	—
International investment funds	8,027	—	8,027	—
Fixed income securities:				
Government securities	13,214	—	13,214	—
Corporate bonds	11,002	—	11,002	—
Total	$ 52,678	$ 40	$ 52,638	$ —

The changes in the Level 3 pension plan assets for the year ended December 31, 2016 were as follows:

	Insurance policies
Balance at December 31, 2015	$ —
Acquisition (May 4, 2016)	3,226
Actual return on plan assets	23
Benefits paid	(27)
Contributions	236
Exchange rate changes	(172)
Balance at December 31, 2016	$ 3,286

The Company expects to contribute $4,050 to the U.S. pension plans and $3,679 to the foreign pension plans in 2017.

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The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year	U.S.	Foreign
2017	$15,890	$ 2,520
2018	14,808	2,520
2019	14,632	3,227
2020	15,100	2,983
2021	15,649	3,210
Years 2022-2026	77,082	20,654

Certain of the Company's foreign subsidiaries maintain other defined benefit plans that are consistent with statutory practices. These plans are not included in the disclosures above as they are not significant to the Company's consolidated financial statements.

Supplemental Retirement Plans

The following tables summarize changes in the benefit obligation, plan assets and funded status of the Company's defined benefit supplementary retirement plans, as well as the components of net periodic benefit cost, including key assumptions:

	December 31,	
	2016	2015
Change in benefit obligation:		
Benefit obligation at beginning of period	$ —	$ —
Interest cost	328	—
Net transfer in(4)	14,671	—
Benefits paid	(767)	—
Actuarial gain	(1,007)	—
Benefit obligation at end of period	$ 13,225	$ —
Change in plan assets:		
Fair value of plan assets at beginning of period	$ —	$ —
Employer contributions	767	—
Benefits paid	(767)	—
Fair value of plan assets at end of period	$ —	$ —
Funded status of the plans (underfunded)	$(13,225)	$ —

(4) Relates to the PQ Holdings defined benefit supplementary retirement plans assumed as part of the Business Combination.

Amounts recognized in the consolidated balance sheets consist of:

	December 31,	
	2016	2015
Current liability	$ (1,170)	$ —
Noncurrent liability	(12,055)	—
Accumulated other comprehensive loss	623	—
Net amount recognized	$(12,602)	$ —

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Amounts recognized in accumulated other comprehensive income consist of:

	December 31,	
	2016	2015
Net gain	$1,007	$ —
Gross amount recognized	1,007	—
Deferred income taxes	(384)	—
Net amount recognized	$ 623	$ —

Components of net periodic benefit cost consist of:

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,
	2016	2015	2014
Interest cost	$328	$ —	$ —
Net periodic expense	$328	$ —	$ —

There are no estimated net actuarial gains for the Company's defined benefit supplementary retirement plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost in 2017.

The accumulated benefit obligation of our defined benefit supplemental retirement plans as of December 31, 2016 was $13,225.

The discount rate used in determining the defined benefit supplemental retirement plan obligation was 3.90% as of December 31, 2016.

The discount rate used in determining net periodic benefit cost was 3.40% for the year ended December 31, 2016. The rate of compensation increase for the year ended December 31, 2016 was zero, as all future accruals were frozen for the defined supplemental retirement plans as of December 31, 2006.

The Company expects to contribute $1,171 to the defined benefit supplementary retirement plans in 2017.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year	Amount
2017	$ 1,171
2018	1,137
2019	1,101
2020	1,067
2021	1,031
Years 2022-2026	4,560

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Other Postretirement Benefit Plans

The following tables summarize changes in the benefit obligation, plan assets and funded status of the Company's other postretirement benefit plans as well as the components of net periodic benefit cost, including key assumptions:

	December 31,	
	2016	2015
Change in benefit obligation:		
Benefit obligation at beginning of period	$ 1,296	$ 1,327
Service cost	37	39
Interest cost	151	57
Employee contributions	176	—
Plan amendments	(443)	—
Benefits paid	(484)	—
Medical subsidies received	90	—
Premiums paid	(2)	—
Net transfer in(5)	4,868	—
Actuarial gains	(1,057)	(127)
Translation adjustment	(12)	—
Benefit obligation at end of period	$ 4,620	$ 1,296
Change in plan assets:		
Fair value of plan assets at beginning of period	$ —	$ —
Employer contributions	220	—
Employee contributions	176	—
Benefits paid	(484)	—
Medical subsidies received	90	—
Premiums paid	(2)	—
Fair value of plan assets at end of period	$ —	$ —
Funded status of the plans (underfunded)	$(4,620)	$(1,296)

(5) Relates to the PQ Holdings retiree health plans assumed as part of the Business Combination.

Amounts recognized in the consolidated balance sheets consist of:

	December 31,	
	2016	2015
Current liability	(629)	(29)
Noncurrent liability	(3,991)	(1,267)
Accumulated other comprehensive income	877	127
Net amount recognized	$(3,743)	$(1,169)

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Amounts recognized in accumulated other comprehensive income consist of:

	December 31, 2016	December 31, 2015
Net gain	$1,163	$127
Gross amount recognized	1,163	127
Deferred income taxes	(286)	—
Net amount recognized	$ 877	$127

Components of net periodic benefit cost consist of:

	Years ended December 31, 2016	Years ended December 31, 2015	Successor period from inception (July 30, 2014) to December 31, 2014
Service cost	$ 37	$ 39	$ 3
Interest cost	151	57	5
Amortization of net gain	(17)	—	—
Net periodic expense (benefit)	$171	$ 96	$ 8

The estimated net actuarial loss (gain) for the Company's retiree health plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost in 2017 is ($76). The estimated prior service cost (credit) for the Company's retiree health plans that will be amortized from accumulated other comprehensive income into net periodic benefit cost in 2017 is ($78).

Significant weighted average assumptions used in determining the net periodic benefit cost, the postretirement benefit obligations and trend rate include the following:

	December 31, 2016	December 31, 2015
Benefit obligation:		
Discount rate	3.74%	4.80%
Immediate trend rate	6.84%	N/A
Ultimate trend rate	4.50%	N/A
Year that the rate reaches ultimate trend rate	2035	N/A

	December 31, 2016	December 31, 2015	December 31, 2014
Benefit cost:			
Discount rate	3.92%	4.36%	4.36%
Immediate trend rate	7.28%	N/A	N/A
Ultimate trend rate	4.50%	N/A	N/A
Year that the rate reaches ultimate trend rate	2035	N/A	N/A

Note that the Eco Services retiree health plan only includes a life insurance and dental component; thus, the trend rate assumptions for 2015 were not applicable. The trend rate assumptions for 2016 reflect the acquired PQ Holdings retiree health plans.

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A 1% change in the assumed health care cost trend would have increased (decreased) the accumulated postretirement benefit obligation as of December 31, 2016 and the periodic postretirement benefit cost for the year then ended as follows:

	1% Increase	1% Decrease
Accumulated postretirement benefit obligation	152	(135)
Periodic postretirement benefit cost	4	(4)

The Company expects to contribute $629 to the retiree health plans in 2017.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year	Amount
2017	$ 629
2018	592
2019	500
2020	433
2021	384
Years 2022-2026	1,054

There are no expected Medicare subsidy receipts expected in future periods.

Certain of the Company's foreign subsidiaries maintain other postretirement benefit plans that are consistent with statutory practices. These plans are not included in the disclosures above as they are not significant to the Company's consolidated financial statements.

Predecessor Period

Solvay's Eco business unit received an allocation of the service cost, interest cost and expected return on plan assets of Eco Services' pension and other postretirement plans based on a combination of salaries and headcount. The amount of net pension and other postretirement benefit expense allocated to Solvay's Eco business unit related to these multiemployer plans was $1,790 for the Predecessor Period from January 1, 2014 to November 30, 2014.

Defined Contribution Plans

The Company also has defined contribution plans covering domestic employees of the Company and certain subsidiaries. The Company recorded expenses of $1,205 and $1,511 related to these plans for the years ended December 31, 2016 and 2015, respectively, $85 for the Successor Period from inception (July 30, 2014) to December 31, 2014, and $1,848 for the Predecessor Period from January 1, 2014 to November 30, 2014.

20. Earnings per Share

During the period from January 1, 2014 to November 30, 2014, Solvay's Eco business unit did not have an independent capital structure. Because of the absence of an independent capital structure during this time, there was no earnings per share calculation for the Predecessor Period. From the December 1, 2014 closing date of the 2014 Acquisition to May 4, 2016, the date of the Business Combination, the Company was structured as a single

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member LLC, with capital contributions from affiliates of CCMP, the Company's board of managers and management represented by a class of membership units ("Eco Services Class A Units" or "Eco Services Membership Units"). During this period, Eco Services also granted incentive awards to certain employees, directors and affiliates in the form of Class B Units of Eco Services (the "Eco Services Class B Units"), which provided recipients with the option to purchase Eco Services Class A Units upon the attainment of certain vesting and other restrictions (see Note 21 to these consolidated financial statements for further information regarding the Company's equity incentive plans). At the date of the Business Combination, the existing Eco Services Class A Units were converted to Class B shares of PQ Group Holdings and the legacy PQ Holdings equity was converted to both Class A and Class B common shares of PQ Group Holdings. None of the Eco Class B Units had been exercised prior to the Business Combination, and all Eco Class B Units converted to Class A options of PQ Group Holdings at the date of the Business Combination (see Note 21).

The Company currently has two existing classes of common stock: Class A and Class B. Both Class A and Class B shares have been issued as restricted stock as part of the Company's stock incentive plan (see Note 21 to these consolidated financial statements for further information), which are generally subject to certain service and/or performance vesting conditions. Non-qualified incentive stock options to purchase Class A shares have also been issued as part of the Company's stock incentive plan, though no options had been exercised as of December 31, 2016. Class A and Class B shares have also been issued as purchases with no vesting restrictions. Holders of both Class A and Class B shares have rights to receive dividends and participate in earnings regardless of whether the shares have vested, but Class B shareholders have liquidation preference to receiving distributions before the holders of Class A common stock. Holders of vested Class A and Class B shares have equal voting rights, but for unvested shares, only the holders of Class B shares have voting rights, whereas holders of unvested Class A shares do not have voting rights.

Of the 626,135 shares of outstanding Class A common stock as of December 31, 2016, 429,985 shares were vested. With respect to the 6,726,907 shares of outstanding Class B common stock as of December 31, 2016, 6,676,813 shares were vested.

Basic earnings per share is calculated as income (loss) available to common stockholders, divided by the weighted average number of common shares outstanding during the period for each class of common stock, respectively. In periods of income, the income is shared equally amongst Class A and B common stockholders. In the event of liquidation, the holders of Class B common stock have preference to receiving distributions before the holders of Class A common stock. As a result, holders of Class B common stock are considered preferential participating securities and will not be allocated any losses in the periods of net losses, but will be allocated income in the periods of net income using the two-class method.

Diluted earnings per share is calculated as income (loss) available to common stockholders, divided by the weighted average number of common and potential common shares outstanding during the period for each class of common stock, if dilutive. Potential shares reflect the unvested Class A and Class B shares as well as options to purchase Class A shares and Eco Services membership units, which have been included in the diluted earnings per share calculation using the treasury stock method. For purposes of calculating diluted earnings per share, income has been reallocated between the classes based on the diluted weighted average number of common shares outstanding for each class. In periods of net loss, inclusion of potential common shares would be anti-dilutive.

For both the basic and dilutive weighted average unit calculations, as a result of the Business Combination, the number of Eco Services membership units outstanding from January 1, 2016 through May 4, 2016, the date of the Business Combination, as well as for the historical periods presented for the year ended December 31,

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2015 and the period from inception (July 30, 2014) to December 31, 2014 (Successor Period), were computed on the basis of the weighted average units outstanding for Eco Services during the respective periods multiplied by the exchange ratio established for Class B shares as part of the Business Combination. For the year ended December 31, 2015 and for the Successor 2014 period, Eco related units were retrospectively reflected as Class B shares for earnings per share purposes including in periods of loss since during these periods this was the only class of share in existence to absorb income and losses.

The reconciliation from basic to diluted weighted average shares outstanding is as follows:

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,
	2016	2015	2014
Weighted average shares outstanding—Basic—Class B:	4,947,982	1,507,719	1,492,682
Dilutive effect of unvested Class B shares with service conditions	—	—	—
Weighted average shares outstanding—Diluted—Class B:	4,947,982	1,507,719	1,492,682
Weighted average shares outstanding—Basic—Class A:	430,051	—	—
Dilutive effect of assumed stock option exercises and conversions	—	—	—
Weighted average shares outstanding—Diluted—Class A:	430,051	—	—

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The following table reconciles the components of basic and diluted income (loss) per share for the years ended December 31, 2016 and 2015, and for the period from inception (July 30, 2014) to December 31, 2014 (Successor period):

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31,
	2016	2015	2014
Numerator:			
Net income (loss) available to PQ Group Holdings common shareholders	$ (79,746)	$ 11,427	$ (22,061)
Denominator:			
Weighted average shares outstanding—Basic:			
Class B shares	4,947,982	1,507,719	1,492,682
Class A shares	430,051	—	—
Total weighted average shares outstanding—Basic	5,378,033	1,507,719	1,492,682
Weighted average shares outstanding—Diluted:			
Class B shares	4,947,982	1,507,719	1,492,682
Class A shares	430,051	—	—
Total weighted average shares outstanding—Diluted	5,378,033	1,507,719	1,492,682
Basic net income (loss) per share:			
Class B shares	$ —	$ 7.58	$ (14.78)
Class A shares	$ (185.43)	$ —	$ —
Diluted net income (loss) per share:			
Class B shares	$ —	$ 7.58	$ (14.78)
Class A shares	$ (185.43)	$ —	$ —

21. Stock-Based Compensation:

Eco Services Class B Units

Prior to the Business Combination, the Company recognized stock-based compensation expense for incentive awards issued under the Eco Services Group Holdings Incentive Unit Agreement dated December 29, 2014 (the "Incentive Unit Agreement"). Under the Incentive Unit Agreement, the Company granted a total of 25,786 of Eco Services Class B Units to certain employees, directors and affiliates of the Company at an exercise price of $1,000/unit. Of this amount, 14,419 and 11,367 of Eco Services Class B Units were granted on January 13, 2015 and December 29, 2014, respectively. Immediately prior to the date of the Business Combination on May 4, 2016 and as of December 31, 2015, there were 25,093 of Eco Services Class B Units outstanding.

Of this total, 10,674 Eco Services Class B Units granted to employees (the "Management Awards") had two vesting criteria, in which 50% were subject to a service (time-based) vesting condition and 50% were subject to a performance condition. The Eco Services Class B Units subject to the service condition vest 25% annually, with the first annual vesting date of December 1, 2015. The remaining 14,419 of Eco Services Class B Units awarded to directors and affiliates (the "Director Awards") were subject to a service vesting condition only, consistent

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with that of the Management Awards. The Eco Services Class B Units did not have a contractually defined maximum term. All of the Eco Services Class B Units were valued using a Black-Scholes option pricing model, and the fair value of an Eco Services Class B Unit was $448/unit. The key assumptions used in valuing the Eco Services Class B Units were as follows: expected term of seven years, expected volatility of 40.27%, risk-free interest rate of 2.02% and expected dividend yield of 0.00%.

The expected term represents the period of time over which the Eco Services Class B Units are expected to be outstanding prior to exercise or forfeiture. With the limited experience of the Company with respect to historical exercise and forfeiture rates or patterns, the expected term was estimated in the context of the four-year service award vesting as well as the timeframe for a liquidity event for the performance awards. The expected volatility was based on the actual stock price volatility of a peer group of companies. The risk-free interest rate was based on U.S. Treasury rates in effect at the time of the grants commensurate with the expected term. There was no dividend yield assumption since the Company has not paid dividends nor does it have an expectation of future dividend payouts.

The following table summarizes the activity of the Eco Services Class B Units during the year ended December 31, 2015 and through May 3, 2016, the date immediately preceding the Business Combination:

	Number of units	Weighted average exercise price
Outstanding at December 31, 2014	11,367	$ 1,000
Granted	14,419	$ 1,000
Forfeited	(693)	$ 1,000
Outstanding at December 31, 2015 and May 3, 2016	25,093	$ 1,000
Exercisable at December 31, 2015 and May 3, 2016	4,939	$ 1,000

For the period from January 1, 2016 through May 3, 2016 and for the year ended December 31, 2015, the Company recognized stock-based compensation expense of $766 and $2,256, respectively, related to the Eco Services Class B Units. Since the Company was not subject to income taxes prior to the Business Combination, there was no tax benefit associated with the expense. The expense related to the 50% of the Management Awards and all of the Director Awards subject to the service condition, and was recognized on a straight-line basis over the vesting period for the awards. The 50% of the Management Awards subject to the performance condition only vest when specific liquidity events occur. As of May 3, 2016 and December 31, 2015, the performance-based criteria of the Management Awards was not considered probable, and therefore no expense for the Management Awards subject to the performance condition has been recognized.

The total fair value of Eco Services Class B Units that vested during the year ended December 31, 2015 was $2,213. No Eco Services Class B Units vested from the period from January 1, 2016 through May 3, 2016.

PQ Group Holdings Awards

In conjunction with the Business Combination, the Company adopted a new incentive plan, namely the PQ Group Holdings Inc. Stock Incentive Plan. Under the terms of the plan, the Company is authorized to issue a total of 908,189 shares for Class A awards to employees, directors and affiliates of the Company, while the number of Class B awards that may be granted is determined by the Board of Directors from time-to-time. As part of the Business Combination, the 25,093 of outstanding Eco Services Class B Units at the date of the Business

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Combination were canceled and replaced with 156,139 of PQ Group Holdings Class A Options (the "Class A Options") to purchase PQ Group Holdings Class A common stock at an exercise price of $70.94/share. The Eco Services Class B Units were replaced by Class A Options in accordance with a formula to convert such awards, plus a vested cash component. The terms of the new awards were substantially identical to those in effect prior to the Business Combination, except for adjustments to the underlying number of shares (based on the conversion ratio) and the exercise price, which was now based on PQ Group Holdings Inc. Class A common stock. Additionally, although the Eco Services Class B Units did not have a contractually defined maximum term, the maximum term of the Class A Options is ten years.

The Company accounted for the cancelation and replacement (including a cash component) as a combination of a modification and a cash settlement. This resulted in no incremental compensation cost recognized at the time of the modification, but led to an acceleration of $1,174 of previously measured but unrecognized compensation cost.

The Class A Options were valued using a Black-Scholes option pricing model, and the fair value of a Class A Option at the modification (merger) date was $29.43. The key assumptions used in valuing the Class A Options were as follows: expected term of five years, expected volatility of 45.79%, risk-free interest rate of 1.54% and expected dividend yield of 0.00%.

With the limited experience of the Company with respect to historical exercise and forfeiture rates or patterns, the expected term was estimated in the context of the service award vesting period as well as the timeframe for a liquidity event for the performance awards, along with the ten year contractual maximum term. The expected volatility was compared to a range of the actual stock price volatility of a peer group of companies. The risk-free interest rate was based on U.S. Treasury rates in effect at the time of the grant commensurate with the expected term. There was no dividend yield assumption since the Company has not paid dividends nor does it have an expectation of future dividend payouts.

In addition to the Eco Services Class B Units that were canceled and replaced at the time of the Business Combination, the Company exchanged the outstanding option awards of PQ Holdings for options of PQ Group Holdings in connection with the merger. The terms of the PQ Group Holdings awards were substantially identical to those of the PQ Holdings awards, including the number of underlying shares and vesting conditions, with the exception of an exercise price of $70.94/share for the Class A Options. There are various vesting conditions associated with the exchanged awards, including satisfaction of certain service and performance based conditions.

The following table summarizes the activity of the Class A Options for the period from the date of the Business Combination of May 4, 2016 through December 31, 2016, which includes both the Eco Services Class B Units that were canceled and replaced, as well as the PQ Holdings options that were exchanged:

	Number of options	Weighted average exercise price
Granted/assumed on May 4, 2016 in connection with the Business Combination	196,945	$ 70.94
Granted	61,049	$ 71.01
Forfeited	(54,262)	$ 70.94
Outstanding at December 31, 2016	203,732	$ 70.96
Exercisable at December 31, 2016	61,457	$ 70.94

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In addition to the exchange of the PQ Holdings options, the Company also exchanged PQ Holdings restricted stock for 197,144 shares of Class A restricted stock ("Class A Restricted Stock") and 46,936 shares of Class B restricted stock ("Class B Restricted Stock") of PQ Group Holdings. The Class A and Class B Restricted Stock were issued at substantially identical terms to the original PQ Holdings awards, with the exception of a new price ascribed to the shares.

The shares of the Class A restricted stock were all subject to the same vesting requirement that was identical to the original awards, namely a performance condition. As defined in the award agreements, each grant fully vests upon the occurrence of a defined liquidity event upon which certain investment funds affiliated with CCMP receive proceeds exceeding certain thresholds, subject to the employee's continued service with the Company through the vesting date. The Class A restricted stock was valued at $70.94/share at the date of the exchange (merger date), with the fair value determined using multiples of EBITDA and the income approach, based on a discounted free cash flow model. Since all of the Class A restricted stock is subject to a performance condition that was not deemed probable for the period from the consummation of the Business Combination through December 31, 2016, no expense for the Class A restricted stock was recognized.

The shares of the Class B restricted stock were all subject to vesting requirements identical to the original awards, which included the satisfaction of certain service and performance based conditions. The Class A restricted stock was valued at $184.80/share at the date of the exchange (merger date), with the fair value determined using multiples of EBITDA and the income approach, based on a discounted free cash flow model.

The following table summarizes the activity of the Class A and Class B Restricted Stock for the period from the date of the Business Combination of May 4, 2016 through December 31, 2016:

	Number of shares		Weighted average grant date fair value (per share)	
	Class A	Class B	Class A	Class B
Nonvested awards assumed on May 4, 2016 in connection with the Business Combination	197,114	46,936	$ 70.94	$ 184.80
Granted	—	15,862	$ —	$ 184.80
Vested	—	(11,926)	$ —	$ 184.80
Forfeited	(964)	(778)	$ 70.94	$ 184.80
Nonvested awards at December 31, 2016	196,150	50,094	$ 70.94	$ 184.80

The exchange of the PQ Holdings options and restricted stock for awards of PQ Group Holdings in the context of a business combination was accounted for as a modification of the awards. As a result, the cost of the replacement awards of PQ Group Holdings represents a combination of both pre- and post-merger services. The amount attributable to services prior to the Business Combination in connection with the modification was $1,401, and is considered part of the consideration transferred in the Business Combination (see Note 7 to these consolidated financial statements for further information). The remainder of the cost is attributed to post-merger services and is being recognized over the respective remaining vesting periods.

For the years ended December 31, 2016 and 2015, total stock-based compensation expense for the Company (inclusive of both the Eco Services Class B Units prior to the Business Combination and the awards replaced or exchanged at the consummation of the Business Combination) was $7,029 and $2,256, respectively. The income tax benefit recognized in the statement of operations for the year ended December 31, 2016 was $3,300 (there was no tax benefit for the year ended December 31, 2015 since the Company was not subject to income taxes).

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Predecessor Period

Historically, Solvay maintained various share-based compensation plans for employees during the Predecessor Period. Employees participated in these share-based payment plans. Upon the 2014 Acquisition, all existing Solvay awards for Eco Services employees were terminated. Accordingly, no further stock-based compensation expense related to Solvay awards was provided in the Successor Period.

In the Predecessor Period, stock-based compensation expense was recognized on a straight-line basis in the statement of operations over the vesting periods relating to these awards. Share-based payment expense recognized during the Predecessor Period was $535. For purposes of determining the fair value of stock option awards, Solvay used the Black-Scholes option pricing model.

22. Commitments and Contingent Liabilities:

Environmental

There is a risk of environmental impact in chemical manufacturing operations. The Company's environmental policies and practices are designed to ensure compliance with existing laws and regulations and to minimize the possibility of significant environmental impact. The Company is also subject to various other lawsuits and claims with respect to matters such as governmental regulations, labor and other actions arising out of the normal course of business. No accrual for these matters currently exists, with the exception of those listed below, because management believes that the liabilities resulting from such lawsuits and claims are not probable or reasonably estimable.

PQ Holdings triggered the requirement of New Jersey's Industrial Site Recovery Act ("ISRA") statute with the PQ Holdings stock transfer/corporate merger in December 2004. As required under ISRA, a General Information Notice with respect to PQ Holdings' two New Jersey locations was filed with the New Jersey Department of Environmental Protection ("NJDEP") in December 2004 and again in July 2007. Based on an initial review of the facilities by the NJDEP in 2005, PQ Holdings estimated that $500 would be required for contamination assessment and removal work of one specific contaminant (polychlorinated biphenyls) that exceeded applicable NJDEP standards at these facilities, and had recorded a reserve for such amount as of December 31, 2005. During subsequent years, it was determined that additional assessment, removal and remediation work would be required and the reserve was increased to cover the estimated cost of such work. In addition, during this period, work had been performed and the reserve was reduced for actual costs incurred for the assessment and remediation work. Work at the Carlstadt, NJ facility has been completed and is closed from an ISRA standpoint, but as of December 31, 2016, the Company has recorded a reserve of $700 for costs required for contamination assessment and removal work at Rahway, NJ. There may be additional costs related to the remediation of Rahway, but until further investigation takes place, the Company cannot reasonably estimate the amount of additional liability that may exist.

As part of a Delaware River Basin Commission ("DRBC") required Pollutant Minimization Plan ("PMP"), in July 2013, the PQ Holdings Chester facility conducted limited paint sampling for polychlorinated biphenyls ("PCBs"). Also, as part of demolition, repair and maintenance projects scheduled for the PQ Holdings' Baltimore facility in 2014, PQ Holdings conducted limited paint sampling during the fall of 2013 for waste categorization purposes. Paint samples were analyzed for PCB Aroclor 1254, the specific PCB congener commonly used in the manufacture of paint until the late 1970s. The PQ Holdings analytical results indicated that PCB Aroclor 1254 is present in paint on some structures (e.g., piping, structural steel, tanks) in excess of the fifty (50) parts per million ("ppm") regulatory threshold. Under the Toxic Substances Control Act ("TSCA"), there is no requirement to test

in use paint for PCB content. However, once PCB content is identified at concentrations at or above the regulatory threshold, absent specific approval from the U.S. Environmental Protection Agency ("EPA"), the PCB-containing paint is regulated as an unauthorized use of PCBs, and the paint must be addressed. The Company abated painted surfaces that have tested positive for PCBs at levels exceeding 50 ppm at Baltimore in 2015 and early 2016. Similar abatement of painted structures as necessary at Chester is currently in process. As of December 31, 2016, the Company recorded a reserve of $1,048 for the anticipated remediation costs of known PCB painted structures at the Company's Baltimore and Chester facilities.

In 2011, the Company installed a Continuous Emissions Monitor ("CEM") to measure CO, NOx and Opacity emissions from a furnace at the Company's Chester facility in Pennsylvania, and the Company conducted Relative Accuracy Test Audits ("RATA") as part of its efforts to certify the CEM. On May 5, 2014, the Pennsylvania Department of Environmental Protection ("PADEP") officially notified the Company that it was certifying the CEM based on RATA test results dating back to November 2011 and instructed the Company to start entering data previously recorded by the CEM into the Agency's on-line database. During the third and fourth quarters of 2014, the Company officially entered data recorded from the CEM up until the second quarter of 2013. In November 2015, PADEP issued an Assessment of Civil Penalty in the amount of $1,739 for alleged violations under the Pennsylvania Air Pollution Control Act during the period from August 11, 2011 through June 30, 2013. The Company appealed, and PADEP reduced the penalty assessment to $1,550. In January 2017, a hearing to review the merits of PQ's appeal to the Environmental Hearing Board was held, followed by a 90 to 120 day briefing period after which the judge should render an opinion. As of December 31, 2016, the Company has recorded a reserve of $1,500 associated with the PADEP penalty.

As part of the Business Combination, the Company acquired a manufacturing facility at Warrington, United Kingdom. Asbestos-containing building material is present at the site, and asbestos removal and insulation replacement initiatives are underway. As of December 31, 2016, the Company has recorded a reserve of $532 for costs related to this program.

In 2008, the Company sold the property of a manufacturing facility located in the United States to the local port authority. In 2009, the port authority commissioned an environmental investigation of portions of the property. In 2010, the port authority advised the Company of alleged soil and groundwater contamination on the property and alleged the Company liable for certain conditions. The Company received and reviewed the environmental investigation documentation and determined it may have liability with respect to some, but not all, of the alleged contamination. As of December 31, 2016, the Company has recorded a reserve of $913, for costs related to this potential liability.

The Company has recorded a reserve of $1,776 as of December 31, 2016 to address remaining subsurface remedial and wetlands/marsh management activities at the Company's Martinez, CA site. Although currently a sulfuric acid regeneration plant, the site originally was operated by Mountain Copper Company ("Mococo") as a copper smelter. Also, the site sold iron pyrite to various customers and allowed their customers to deposit waste iron pyrite cinder and slag on the site. The property is adjacent to Peyton Slough, where Mococo had a permitted discharge point from its process. In 1997, the San Francisco Bay Regional Water Quality Control Board ("RWQCB") required characterization and remediation of Peyton Slough for Copper, Zinc and Acidic Soils. Various remediation activities were undertaken and completed, and the site has received final concurrence from the Army Corps with respect to the completed work. The RWQCP has agreed that Eco has achieved the goals for vegetative cover, but the current marsh condition is not sustainable without continued operation of the tide gates. The Company is now working with the RWQCP on a plan to involve the County and work towards development of an alliance for operating, maintaining and funding the tide gates in the future.

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As of December 31, 2016, the Company has recorded a reserve of $1,755 for subsurface remediation and the Soil Vapor Extraction Project at the Company's Dominguez, CA site. In the 1980s and 1990s, the EPA and the Los Angeles Regional Water Quality Control Board conducted investigations of the site due to historic chlorinated pesticide and chlorinated solvent use. Soil and groundwater beneath the site were impacted by chlorinated solvents and associated breakdown products, petroleum hydrocarbons, chlorinated pesticides and metals. A Corrective Measures Plan approved in October 2011 requires (1) soil vapor extraction ("SVE") in affected areas, (2) covering of unpaved areas containing pesticide impacted soil, and (3) annual groundwater monitoring of the perched water-bearing zone. Installation of the SVE unit has been completed and startup has occurred. The California Department of Toxic Substances Control ("DTSC") has granted conditional approval of the Company's soil management, and monitoring and maintenance plans. Most recently, the DTSC is requiring the Company to delineate the PCE plume on the eastern boundary of the site. Eco Services is now preparing an action plan to address this matter.

Leases

The Company has entered into various lease agreements for the rental of office and plant facilities, railcars, machinery and equipment, substantially all of which are classified as operating leases. Total rent expense under these agreements was $16,315 and $6,096 for the years ended December 31, 2016 and 2015, respectively and $471 and $5,647 for the Successor and Predecessor periods, respectively.

Total rent due under non-cancelable operating lease commitments as of December 31, 2016 is:

Year	Amount
2017	$16,541
2018	10,079
2019	7,187
2020	5,812
2021	4,395
Thereafter	11,539
	$55,553

Purchase Commitments

The Company has entered into short and long-term purchase commitments for various key raw materials and energy requirements. The purchase obligations include agreements to purchase goods that are enforceable and legally binding, and that specify all significant terms. The purchase commitments covered by these agreements are with various suppliers and total approximately $34,310 as of December 31, 2016.

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(Dollars in thousands, except share and per share amounts)

Purchases under these agreements are expected to be:

Year	Amount
2017	$17,206
2018	11,276
2019	764
2020	766
2021	764
Thereafter	3,534
	$34,310

Other

PQ Holdings was previously liable to the seller of a business for potential multi-year UK tax benefits derived from the acquisition. PQ Holdings was contractually obligated to make a payment on an annual basis on its UK taxable results, which fluctuate period-to-period, until there was a change in control, as defined in the purchase agreement. As a result of the Business Combination, a change in control was triggered, and PQ Holdings is no longer liable for additional accruals under the arrangement as of May 4, 2016. At December 31, 2016, the Company has accrued $1,919 for this arrangement, representing the expected payment owed on the calculation of the liability for the tax years 2016 (through May 4, 2016) and 2015. The Company recorded these expenses as transaction and other related costs in other operating expense, net in the Company's consolidated statements of operations.

23. Restructuring and Other Related Costs:

The following table presents the components of restructuring and other related costs for the years ended December 31, 2016 and 2015, and the period from inception (July 30, 2014) to December 31, 2014 (Successor period) included in other operating expenses, net, in the accompanying consolidated statements of operations:

	Years ended December 31,		Successor period from inception (July 30, 2014) to December 31 2014
	2016	2015	
Severance and other employee costs related to restructuring plan	$ 5,093	$3,971	$ 247
Other related costs	7,537	176	—
	$12,630	$4,147	$ 247

Restructuring Plan

Subsequent to the 2014 Acquisition, the Company initiated a restructuring plan designed to improve organizational efficiency and streamline the operations of Eco Services as a stand-alone company. The primary impact of the plan to the Company's consolidated results of operations was the recognition of severance costs related to a reduction-in-force. These costs included benefits payable under ongoing Company severance plan arrangements, whereby payments are attributable to employee services rendered with benefits that accumulate over time. The liabilities and associated charges related to these severance costs are recognized by the Company

(Dollars in thousands, except share and per share amounts)

when payment of the benefits becomes probable and estimable. Charges related to severance costs for the restructuring plan under ongoing benefit plan arrangements were $5,093 and $1,293 for the years ended December 31, 2016 and 2015.

Additionally, certain one-time costs related to retention bonuses were also recognized as part of the restructuring plan. The Company recognizes costs underone-time benefit arrangements by measuring the liability as of the employee communication date, which is based on the estimated fair value of the liability at the termination date, and recognizing the liability ratably over the required future service period based on the terms of the arrangement. Charges related to one-time costs for the restructuring plan were $2,678 for the year ended December 31, 2015 and $247 for the period from inception (July 30, 2014) to December 31, 2014 (Successor period).

Costs related to the restructuring plan affected employees in the Company's EC&S segment, although these costs are excluded from the segment's measure of profitability of Adjusted EBITDA (see Note 12 to these consolidated financial statements for further information). The activity in the accrued liability balance associated with the restructuring plan, all of which related to severance and other employee costs, was as follows for the years ended December 31, 2016 and 2015, and the period from inception (July 30, 2014) to December 31, 2014:

Balance at July 30, 2014	$ —
Restructuring charges	247
Balance at December 31, 2014	$ 247
Restructuring charges	3,971
Cash payments and other adjustments	(2,925)
Balance at December 31, 2015	$ 1,293
Restructuring charges	5,093
Cash payments	(4,743)
Balance at December 31, 2016	$ 1,643

The remaining accrued liability balance associated with the restructuring plan at December 31, 2016 is expected to be paid in 2017.

Other Related Costs

The Company incurred severance and other business optimization costs of $7,537 and $176 for the years ended December 31, 2016 and 2015, respectively, These costs were not associated with formal restructuring plans and primarily related to severance charges for certain executives, transition/duplicate staffing, professional fees and other expenses related to the Company's organizational changes.

24. Relationship with Solvay:

Years Ended December 31, 2016 and 2015, and the Successor Period

Transition Services Agreement

Concurrent with the consummation of the 2014 Acquisition, Eco Services entered into a transition services agreement with Solvay (the "Transition Services Agreement"), which provided certain transition services by

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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Solvay to Eco Services and from Eco Services to Solvay. The services from Solvay included the provision of information technology services, certain workspace related services, cost accounting services and consulting services, among others. The Transition Services Agreement was terminated as of December 31, 2015. The Company recorded $4,882 and $462 of fees for the transition services provided in selling, general and administrative expenses for the year ended December 31, 2015 and for the period from inception (July 30, 2014) to December 31, 2014, respectively.

Cross-Services Agreement

In connection with the 2014 Acquisition, Eco Services entered into a Cross-Services Agreement (the "CSA") with Aroma Performance, a Solvay business unit ("Aroma"), on July 28, 2014. The CSA pertains to Eco Services' Baton Rouge, LA site. In connection with the CSA, Eco Services (and now the Company) agreed to continue to provide certain services that it historically provided to Aroma when it operated as a component of Solvay, including its well water and process steam requirements, for an initial term of five years. Further, Eco Services also agreed to provide Aroma with the use of space, operating machinery and handling of chemicals on the site.

Under the CSA, the Company sells product to Aroma on an ongoing basis. Sales under the CSA totaled $1,047 and $1,272 for the years ended December 31, 2016 and 2015, respectively, and $124 for the period from inception (July 30, 2014) to December 31, 2014 (Successor period). The Company also provides hazardous waste removal services to Aroma under the CSA. Sales related to the hazardous waste removal services were $1,615 and $1,544 for the years ended December 31, 2016 and 2015, respectively, and $23 for the period from inception (July 30, 2014) to December 31, 2014 (Successor period).

The Company incurs certain shared costs, such as electricity, steam, other utility and plant administration costs, all of which are charged to Aroma primarily based on direct usage. The Company charged Aroma $2,686 and $3,745 for such expenses for the years ended December 31, 2016 and 2015, respectively, and $407 for the period from inception (July 30, 2014) to December 31, 2014 (Successor period).

Silica Sales Agreement

In connection with the 2014 Acquisition, Eco Services entered into an agreement (the "Silica Sales Agreement") with Solvay's Silica business unit ("Silica") pursuant to which Eco Services agreed to provide Silica with sulfuric acid produced at its Hammond, IN plant for a term of five years, renewing automatically for one year terms thereafter. Eco Services historically provided sulfuric acid to Silica when it operated as a component of Solvay, and the Company continues to sell product to Solvay under the Silica Sales Agreement on an ongoing basis. These sales totaled $1,743 and $1,983 for the years ended December 31, 2016 and 2015, respectively, and $145 for the period from inception (July 30, 2014) to December 31, 2014.

Predecessor Period

Allocation of General Corporate and Other Expenses

The Predecessor Period includes expense allocations for certain functions provided by Solvay and Solvay SA including, but not limited to, finance, legal, information technology, human resources and regulatory. These expenses have been allocated to Solvay's Eco business unit on the basis of direct usage when identifiable, with the remainder allocated on the basis of revenue or headcount. For the period from January 1, 2014 to November 30, 2014, Solvay's Eco business unit was allocated $12,942, with such amounts included in selling, general and administrative expenses within the statement of operations.

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(Dollars in thousands, except share and per share amounts)

In addition, the Predecessor Period includes expense allocations from Solvay for employee benefit costs, including payroll taxes, group medical, dental and life insurance, postemployment and other benefits. These costs have been allocated on the basis of total salary expense. For the period from January 1, 2014 to November 30, 2014, Solvay's Eco business unit was allocated $14,062 of employee benefit costs incurred by Solvay. For the period from January 1, 2014 to November 30, 2014, Solvay's Eco business unit was allocated $565 of rent expense for shared facilities on the basis of sales.

The expense allocations have been determined on a basis that management considers to be a reasonable reflection of the utilization of services provided or the benefit received by Solvay's Eco business unit during the periods presented. The allocations may not, however, reflect the expense Solvay's Eco business unit would have incurred as an independent company for the periods presented. Actual costs that may have been incurred if Solvay's Eco business unit had been a stand-alone company would depend on a number of factors, including the chosen organization structure, which functions were outsourced or performed by employees and strategic decisions made in areas such as information technology and infrastructure.

Related Party Transactions

Solvay's Eco business unit sold product to two other Solvay business units, with revenue recorded equivalent to cost incurred. These sales totaled $1,541 for the period from January 1, 2014 to November 30, 2014.

Solvay's Eco business unit also provided hazardous waste removal services to one of these other Solvay business units at cost. Such sales totaled $754 for the period from January 1, 2014 to November 30, 2014. Solvay's Eco business unit also operated a facility that is shared with another Solvay business unit. Solvay's Eco business unit incurs certain shared costs, such as electricity, steam, other utility costs and plant administration costs, all of which are charged to this other business unit primarily based on direct usage. Solvay's Eco Services business unit charged $5,799 for such expenses for the period from January 1, 2014 to November 30, 2014, with such amounts included as a reduction to cost of sales in the statement of operations.

Parent Company Investment

Under the Predecessor Period presentation, which lacks an independent capital structure, it is not meaningful to show share capital or retained earnings for Solvay's Eco business unit. The net assets are represented by the cumulative investment in Solvay's Eco business unit by Solvay, which is shown as Parent company investment comprised of the accumulated earnings of Solvay's Eco business unit and net transfers to/from the Parent.

All significant intercompany transactions between Solvay's Eco business unit and Solvay have been included in the Predecessor Period and are considered to be effectively settled for cash at the time the transaction is recorded. The total net effect of the settlement of these intercompany transactions is reflected in the statements of cash flows as a financing activity as Parent company investment. Net transfers to/from Solvay are deemed borrowings and repayments to Solvay associated with Solvay's centralized treasury function (for which bifurcation between gross borrowings and gross repayments is not practical). Accordingly, such activity is deemed a net financing activity for cash flow presentation purposes.

25. Long-term Supply Contract:

As part of Solvay's 2004 sale of its Specialty Phosphates business, Solvay agreed to continue to supply sulfuric acid to a third party in support of the phosphoric acid production for its specialty phosphates business

under a preexisting supply agreement. This non-cancelable agreement extends to 2031, and was assumed by the Company in connection with the 2014 Acquisition.

The liability associated with this supply agreement was recorded at an estimated fair value of $27,300 in connection with the 2014 Acquisition. The fair value was determined by appraisal, based on the marked up price of the sulfuric acid over the price per the supply agreement, or mark up. The liability was $23,888 and $25,526 at December 31, 2016 and 2015, respectively, and is being amortized to cost of goods sold over the remaining term of the agreement.

26. Related Party Transactions:

The Company maintains certain policies and procedures for the review, approval and ratification of related party transactions to ensure that all transactions with selected parties are fair, reasonable and in the Company's best interests. All significant relationships and transactions are separately identified by management if they meet the definition of a related party or a related party transaction. Related party transactions include transactions that occurred during the year, or are currently proposed, in which the Company was or will be a participant, and for which any related person had or will have a direct or indirect material interest. All related party transactions are reviewed, approved and documented by the appropriate level of the Company's management in accordance with these policies and procedures.

On December 29, 2014, PQ Holdings, CCMP and PQ Corporation entered into a consulting agreement relating to the provision of certain financial and strategic advisory services and consulting services. Similarly, the consulting agreement between PQ Holdings, INEOS Capital Partners and PQ Corporation was amended and restated. Under the new consulting agreements, the Company agreed to pay an annual monitoring fee of $5,000 distributed to CCMP and INEOS AG equal to the Pro Rata Percentage, as defined, between CCMP and INEOS AG. The Company recorded $3,584 of management advisory fees in other operating expense in the consolidated statements of operations for the year ended December 31, 2016.

Advisory Services and Monitoring Agreement

Concurrent with the consummation of the 2014 Acquisition, the Company entered into an advisory services and monitoring agreement with CCMP, pursuant to which CCMP provided certain advisory services to the Company. Pursuant to the advisory services and monitoring agreement, CCMP and certain members of the Company's management and board of managers were paid a one-time fee on the Closing Date of $8,000 related to the 2014 Acquisition, Senior Secured Credit Facilities and 2022 Notes transactions, and CCMP received (i) an annual advisory fee of $500 and (ii) reimbursement for reasonable out-of-pocket expenses incurred in connection with the provision of services, including the reasonable fees and disbursements of legal counsel and other advisors retained by CCMP and travel and reasonable out-of-pocket expenses of each director appointed by CCMP to the Company's board of managers or the board of directors of its affiliates, and of any other representative of CCMP in connection with their provision of such services. The advisory services and monitoring agreement also provided for customary exculpation, indemnification and confidentiality provisions. The one-time management fee was recorded by the Company as an increase to selling, general, and administrative expenses.

Effective January 1, 2015, the Company entered into a service agreement with CCMP (the "Services Agreement") for the provision of services historically provided by Solvay. The services include product information and operations support, manufacturing support, electronic data processing and systems support, employee relations, and financial services. The Company recorded $1,616 for these services and reimbursable

expenses provided under the Service Agreement, which was recorded in selling, general and administrative expenses for the year ended December 31, 2015.

Pursuant to the advisory services and monitoring agreement, the Company agreed to pay certain investors aone-time fee of $1,600 for services provided related to the 2014 Acquisition. On January 13, 2015, pursuant to a payment direction and subscription agreement, in lieu of the Company paying this fee, these investors agreed to contribute the $1,600 transaction fee to the capital of Eco Services Group Holdings LLC ("Holdings"). Holdings contributed this fee to Eco Services Intermediate Holdings LLC ("Intermediate Holdings"). Intermediate Holdings in turn contributed this transaction fee to the Company, increasing the Company's additional paid-in capital by $1,600.

Transactions with Management and Board of Managers

For the year ended December 31, 2015, certain members of the Company's board of managers and management contributed $1,538 in cash, which was invested directly into Holdings. Holdings contributed these proceeds to Intermediate Holdings. Intermediate Holdings in turn contributed the proceeds to the Company, increasing the Company's additional paid-in capital by $1,538.

Transactions with Board of Directors

In connection with the offering by PQ Corporation of $525.0 million aggregate principal amount of Senior Unsecured Notes due 2022 in May 2016, a member of our board of directors purchased $4 million in principal amount of such notes. Interest accrues on the notes at an annual rate equal to three-month LIBOR plus 10.75%, with a 1.0% LIBOR floor, payable and reset quarterly. The director received interest payments in respect of the notes totaling $0.3 million during the year ended December 31, 2016 and has not received any repayment in respect of the principal amount of such notes.

Joint Venture Agreement

The Company entered into a joint venture agreement (the "ZI Partnership Agreement") in 1988 with CRI Zeolites Inc., a Royal Dutch Shell plc affiliate, to form Zeolyst International, our 50/50 joint venture partnership (the "Partnership"). Under the terms of the ZI Partnership Agreement, the Partnership leases certain land used in its Kansas City production facilities from PQ Corporation. This lease, which has been recorded as an operating lease, provided for rental payments of $187 for the year ended December 31, 2016. The terms of this lease are evergreen as long as the ZI Partnership Agreement is in place. The Partnership purchases certain of its raw materials from the Company and is charged for various manufacturing costs incurred at the Company's Kansas City production facility. The amount of these costs charged to the Partnership during the year ended December 31, 2016 was $10,707. Certain administrative, marketing, engineering, management-related, and research and development services are provided to the Partnership by the Company. During the year ended December 31, 2016, the Partnership was charged $8,169 for these services. In addition, the Partnership was charged certain product demonstration costs of $1,663 during the year ended December 31, 2016.

Other

From time to time, the Company makes sales to portfolio companies of funds that are affiliated with CCMP and companies that are affiliated with INEOS Capital Partners, but these sales are not material.

27. Subsequent Events:

The Company has evaluated subsequent events since the balance sheet date and determined there are no additional items to disclose.

SCHEDULE I
PQ GROUP HOLDINGS INC. AND SUBSIDIARIES (PARENT)
CONDENSED FINANCIAL INFORMATION
CONDENSED BALANCE SHEET
(in thousands)

	December 31, 2016
ASSETS	
Total current assets	$ —
Investment in subsidiaries	1,022,880
Total assets	$ 1,022,880
LIABILITIES	
Total current liabilities	$ —
Total liabilities	$ —
STOCKHOLDERS' EQUITY	
Common stock, Class A ($0.01 par); authorized shares 160,500,000; issued shares 627,251; outstanding shares 626,617 on December 31, 2016	6
Common stock, Class B ($0.01 par); authorized shares 30,000,000; issued shares 6,727,685; outstanding shares 6,726,907 on December 31, 2016	67
Additional paid-in capital	1,167,137
Accumulated deficit	(90,380)
Treasury stock, at cost; shares 1,116 (Class A) and 778 (Class B) on December 31, 2016	(239)
Accumulated other comprehensive loss	(53,711)
Total PQ Group Holdings Inc. stockholders' equity	1,022,880
Total liabilities and stockholders' equity	$ 1,022,880

See accompanying notes to condensed financial statements.

SCHEDULE I
PQ GROUP HOLDINGS INC. AND SUBSIDIARIES (PARENT)
CONDENSED FINANCIAL INFORMATION
CONDENSED STATEMENT OF OPERATIONS
(in thousands)

	For the Year Ended December 31, 2016
Stock compensation expense	$ 7,029
Equity in loss of subsidiaries	(72,717)
Net loss	(79,746)
Other comprehensive income (loss), net of tax	
Pension and postretirement benefits	6,865
Net gain from hedging activities	4,557
Foreign currency translation	(65,781)
Total other comprehensive loss	(54,359)
Comprehensive loss	$ (134,105)

See accompanying notes to condensed financial statements.

SCHEDULE I
PQ GROUP HOLDINGS INC. AND SUBSIDIARIES (PARENT)
CONDENSED FINANCIAL INFORMATION
CONDENSED STATEMENT OF CASH FLOWS
(in thousands)

	For the Year Ended December 31, 2016
Cash flows from operating activities:	
Net loss	$ (79,746)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Equity in net loss from subsidiaries	72,717
Stock compensation expense	7,029
Net cash provided by operating activities	—
Cash flows from investing activities:	
Net cash used in financing activities	—
Cash flows from financing activities:	
Net cash used in financing activities	—
Effect of exchange rate changes on cash	—
Net change in cash and cash equivalents	—
Cash and cash equivalents at beginning of period	—
Cash and cash equivalents at end of period	$ —

See accompanying notes to condensed financial statements.

SCHEDULE I
PQ GROUP HOLDINGS INC. AND SUBSIDIARIES (PARENT)
CONDENSED FINANCIAL INFORMATION
NOTES TO CONDENSED SCHEDULE I

1. Description of PQ Group Holdings Inc. and Subsidiaries

On August 17, 2015, PQ Holdings, Inc. ("PQ Holdings"), Eco Services Operations, LLC ("Eco Services"), certain investment funds affiliated with CCMP Capital Advisors, LLC (now known as CCMP Capital Advisors, LP; "CCMP"), INEOS Capital Partners ("INEOS") and certain other stockholders of PQ Holdings and Eco Services entered into a reorganization and transaction agreement pursuant to which the companies consummated a series of transactions to reorganize and combine the businesses of PQ Holdings and Eco Services (the "Business Combination"), under a new holding company, PQ Group Holdings Inc. ("PQ Group Holdings" or the "Parent Company"). The reorganization was consummated on May 4, 2016.

In accordance with accounting principles generally accepted in the United States ("GAAP"), Eco Services is the accounting predecessor to PQ Group Holdings. Certain investment funds affiliated with CCMP held a controlling interest position in Eco Services prior to the Business Combination. In addition, certain investment funds affiliated with CCMP owned a non-controlling interest in PQ Holdings and the merger with Eco Services constituted a change in control under the PQ Holdings credit agreements and bond indenture that were in place at the time of the Business Combination. Therefore, Eco Services is deemed to be the accounting acquirer. These Parent Company condensed financial statements are the continuation of Eco Services' business prior to the Business Combination.

PQ Group Holdings is a holding company that conducts substantially all of its business operations through its wholly owned subsidiary, PQ Corporation. As specified in certain of PQ Corporation's debt agreements entered into concurrently with the Business Combination, there are restrictions on the ability of PQ Corporation to make payments to its stockholder, PQ Group Holdings, on behalf of their equity interests (refer to Note 15 to our Consolidated Financial Statements entitled "Long-term Debt").

2. Basis of Presentation

The accompanying condensed Parent Company only financial statements are required in accordance with Rule 4-08(e)(3) of Regulation S-X. These condensed financial statements have been presented on a "parent-only" basis. Under a parent-only presentation, the Parent Company's investment in its consolidated subsidiary is presented under the equity method of accounting. Under the equity method, investment in its subsidiaries is stated at cost plus contributions and equity in undistributed income (loss) of subsidiary less distributions received since the date of acquisition. For purposes of presenting net income, this presentation assumes that the Parent Company was in existence for the full year ended December 31, 2016. These parent-only financial statements should be read in conjunction with PQ Group Holdings' audited Consolidated Financial Statements included elsewhere herein.

3. Stock-Based Compensation

Refer to Note 21 of the notes to consolidated financial statements in this prospectus for a description of Stock-Based Compensation.

4. Common Stock

Refer to Note 20 of the notes to consolidated financial statements in this prospectus for a description of Common Stock.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)
(unaudited)

	March 31, 2017	December 31, 2016
ASSETS		
Cash and cash equivalents	$ 54,126	$ 70,742
Receivables, net	179,413	160,581
Inventories	233,321	227,048
Prepaid and other current assets	32,124	34,307
Total current assets	498,984	492,678
Investments in affiliated companies	465,893	459,406
Property, plant and equipment, net	1,185,141	1,181,388
Goodwill	1,247,381	1,241,429
Other intangible assets, net	810,492	816,573
Other long-term assets	66,318	68,197
Total assets	$ 4,274,209	$ 4,259,671
LIABILITIES		
Notes payable and current maturities of long-term debt	$ 24,624	$ 14,481
Accounts payable	104,614	128,478
Accrued liabilities	112,566	99,433
Total current liabilities	241,804	242,392
Long-term debt	2,551,378	2,547,717
Deferred income taxes	318,682	318,463
Other long-term liabilities	121,677	123,155
Total liabilities	3,233,541	3,231,727
Commitments and contingencies (Note 13)		
EQUITY		
Common stock, Class B ($0.01 par); authorized shares 30,000,000; issued shares 6,728,091; outstanding shares 6,711,756 and 6,726,907 on March 31, 2017 and December 31, 2016, respectively	67	67
Common stock, Class A ($0.01 par); authorized shares 160,500,000; issued shares 627,251; outstanding shares 625,653 and 626,135 on March 31, 2017 and December 31, 2016, respectively	6	6
Additional paid-in capital	1,168,789	1,167,137
Accumulated deficit	(92,834)	(90,380)
Treasury stock, at cost; shares 1,598 (Class A) and 15,929 (Class B) on March 31, 2017 and 1,116 (Class A) and 778 (Class B) on December 31, 2016	(239)	(239)
Accumulated other comprehensive loss	(39,740)	(53,711)
Total PQ Group Holdings Inc. equity	1,036,049	1,022,880
Noncontrolling interest	4,619	5,064
Total equity	1,040,668	1,027,944
Total liabilities and equity	$ 4,274,209	$ 4,259,671

See accompanying notes to condensed consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands)
(unaudited)

	Three months ended March 31,	
	2017	2016
Sales	$ 332,931	$ 93,913
Cost of goods sold	250,219	67,812
Gross profit	82,712	26,101
Selling, general and administrative expenses	34,449	8,131
Other operating expense, net	10,348	9,922
Operating income	37,915	8,048
Equity in net (income) from affiliated companies	(5,877)	—
Interest expense	46,785	11,029
Other expense, net	2,232	—
Loss before income taxes and noncontrolling interest	(5,225)	(2,981)
(Benefit) provision for income taxes	(2,910)	150
Net loss	(2,315)	(3,131)
Less: Net loss attributable to the noncontrolling interest	139	—
Net loss attributable to PQ Group Holdings Inc.	$ (2,454)	$ (3,131)
Earnings (loss) per share:		
Basic		
Class A shares	(5.71)	—
Class B shares	—	(2.07)
Diluted		
Class A shares	(5.71)	—
Class B shares	—	(2.07)
Weighted average shares outstanding:		
Basic		
Class A shares	429,985	—
Class B shares	6,676,813	1,512,944
Diluted		
Class A shares	429,985	—
Class B shares	6,676,813	1,512,944

See accompanying notes to condensed consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands)
(unaudited)

	Three months ended March 31,	
	2017	2016
Net loss	$ (2,315)	$ (3,131)
Other comprehensive income (loss), net of tax:		
Pension and postretirement benefits	(181)	162
Net loss from hedging activities	(1,769)	—
Foreign currency translation	15,337	—
Total other comprehensive income (loss)	13,387	162
Comprehensive income (loss)	11,072	(2,969)
Less: Comprehensive loss attributable to noncontrolling interests	(445)	—
Comprehensive income (loss) attributable to PQ Group Holdings Inc.	$11,517	$ (2,969)

See accompanying notes to condensed consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)
(unaudited)

	Common stock, Class B	Common stock, Class A	Additional paid-in capital	Accumulated deficit	Treasury stock, at cost	Accumulated other comprehensive loss	Noncontrolling interest	Total
Balance, December 31, 2016	$ 67	$ 6	$1,167,137	$ (90,380)	$ (239)	$ (53,711)	$ 5,064	$1,027,944
Net income (loss)	—	—	—	(2,454)	—	—	139	(2,315)
Other comprehensive income (loss)	—	—	—	—	—	13,971	(584)	13,387
Stock compensation expense	—	—	1,652	—	—	—	—	1,652
Balance, March 31, 2017	$ 67	$ 6	$1,168,789	$ (92,834)	$ (239)	$ (39,740)	$ 4,619	$1,040,668

	Common stock, Class B	Common stock, Class A	Additional paid-in capital	Accumulated deficit	Treasury stock, at cost	Accumulated other comprehensive income	Noncontrolling interest	Total
Balance, December 31, 2015	$ —	$ —	$ 245,279	$ (10,634)	$ —	$ 648	$ —	$ 235,293
Net loss	—	—	—	(3,131)	—	—	—	(3,131)
Other comprehensive income	—	—	—	—	—	162	—	162
Equity contribution	—	—	238	—	—	—	—	238
Stock compensation expense	—	—	576	—	—	—	—	576
Balance, March 31, 2016	$ —	$ —	$ 246,093	$ (13,765)	$ —	$ 810	$ —	$ 233,138

See accompanying notes to condensed consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three months ended March 31,	
	2017	2016
Cash flows from operating activities:		
Net loss	$ (2,315)	$ (3,131)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	28,189	7,704
Amortization	12,397	2,523
Acquisition accounting valuation adjustments on inventory sold	871	—
Amortization of deferred financing costs and original issue discount	2,668	808
Hedge premium amortization	2	—
Foreign currency exchange loss	1,986	—
Pension and postretirement healthcare benefit expense	902	594
Pension and postretirement healthcare benefit funding	(2,810)	—
Deferred income tax benefit	(1,967)	—
Net loss on asset disposals	348	1,543
Supplemental pension plan mark-to-market gain	(185)	—
Stock compensation	1,652	576
Equity in net income from affiliated companies	(5,877)	—
Working capital changes that provided (used) cash:		
Receivables	(16,518)	430
Inventories	(5,023)	(274)
Prepaids and other current assets	(3,398)	(50)
Accounts payable	(16,439)	3,736
Accrued liabilities	12,538	4,125
Other, net	(325)	(470)
Net cash provided by operating activities	6,696	18,114
Cash flows from investing activities:		
Purchases of property, plant and equipment	(32,449)	(8,714)
Change in restricted cash, net	5,350	—
Other, net	5	(105)
Net cash used in investing activities	(27,094)	(8,819)
Cash flows from financing activities:		
Draw down of revolver	37,000	—
Repayments of revolver	(27,000)	—
Repayments of long-term debt	(3,085)	(1,250)
Equity contribution	—	238
Net cash provided by (used in) financing activities	6,915	(1,012)
Effect of exchange rate changes on cash and cash equivalents	(3,133)	—
Net change in cash and cash equivalents	(16,616)	8,283
Cash and cash equivalents at beginning of period	70,742	25,155
Cash and cash equivalents at end of period	$ 54,126	$ 33,438
Supplemental cash flow information:		
Cash paid for taxes	$ 9,265	$ —
Cash paid for interest	$ 21,576	$ 5,943
Non-cash investing activity:		
Capital expenditures acquired on account but unpaid as of the period end	$ 8,599	$ 1,084

See accompanying notes to condensed consolidated financial statements.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)
(unaudited)

1. Background and Basis of Presentation:

Description of Business

PQ Group Holdings Inc. and subsidiaries (the "Company" or "PQ Group Holdings") conducts operations through two principal businesses: Performance Materials & Chemicals: a fully integrated, global leader in silicate technology, producing sodium silicate, specialty silicas, zeolites, spray dry silicates, magnesium silicate, and other high performance chemical products used in a variety of end-uses such as adsorbents for surface coatings, clarifying agents for beverages, cleaning and personal care products and engineered glass products for use in highway safety, polymer additives, metal finishing and electronics end uses; and Environmental Catalysts & Services: an industry-leading refinery services company that is also a merchant sulfuric acid producer operating a network of plants serving a variety of end uses, including the oil refining, nylon, mining, general industrial and chemical industries and as an integrated silica catalyst and specialty zeolite-based catalyst producer, producing silica catalyst used in the production of high-density polyethylene ("HDPE") and methyl methacrylate ("MMA"), and specialty zeolite-based catalysts sold to the emissions control industry, the petrochemical industry and other areas of the broader chemicals industry.

The Company experiences some seasonality, primarily with respect to the performance materials and refining services product groups. With respect to the performance materials product group, sales and earnings are generally higher during the second and third quarters of the year as highway striping projects typically occur during warmer weather months. Additionally, the refining services product group typically experiences similar seasonal fluctuations as a result of higher demand for gasoline products in the summer months. As a result, working capital requirements tend to be higher in the first and fourth quarters of the year, while higher cash generation occurs in the second and third quarters of the year.

Basis of Presentation

On August 17, 2015, the Company PQ Holdings Inc. ("PQ Holdings"), Eco Services Operations LLC ("Eco Services"), certain investment funds affiliated with CCMP Capital Advisors, LLC (now known as CCMP Capital Advisors, LP; "CCMP"), stockholders of PQ Holdings and Eco Services entered into a reorganization and transaction agreement pursuant to which the companies consummated a series of transactions to reorganize and combine the businesses of PQ Holdings and Eco Services (the "Business Combination"), under a new holding company, PQ Group Holdings Inc. The Business Combination was consummated on May 4, 2016.

In accordance with accounting principles generally accepted in the United States ("GAAP"), Eco Services is the accounting predecessor to PQ Group Holdings. Certain investment funds affiliated with CCMP held a controlling interest position in Eco Services prior to the Business Combination. In addition certain investment funds affiliated with CCMP owned a non-controlling interest in PQ Holdings prior to the Business Combination and the merger with Eco Services constituted a change in control under the PQ Holdings credit agreements and bond indenture that were in place at the time of the Business Combination. Therefore, Eco Services is deemed to be the accounting acquirer. These consolidated financial statements are the continuation of Eco Services' business prior to the Business Combination.

The condensed consolidated financial statements included herein are unaudited and have been prepared in accordance with GAAP for interim financial reporting. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations for interim reporting. In the opinion of management, all adjustments of a normal and recurring nature necessary to state fairly the financial position and results of operations have been included. The results of operations are not necessarily indicative of the results to be expected for the full year.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)
(unaudited)

Certain reclassifications have been made to the historical financial statements to conform to the current presentation. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto for the year ended December 31, 2016. The Company has continued to follow the accounting policies set forth in those consolidated financial statements.

2. Recently Issued Accounting Standards:

In March 2017, the Financial Accounting Standards Board ("FASB") issued guidance to improve the presentation of net periodic pension cost and net periodic postretirement benefit cost (collectively, "pension costs"). Under current GAAP, there are several components of pension costs which are presented net to arrive at pension costs as included in the income statement and disclosed in the notes. As part of this amendment to the existing guidance, the service cost component of pension costs will be bifurcated from the other components and included in the same line item of the income statement as compensation costs are reported. The remaining components will be reported together below operating income on the income statement, either as a separate line item or combined with another line item on the income statement and disclosed. Additionally, with respect to capitalization to inventory, fixed assets, etc., only the service cost component will be eligible for capitalization upon adoption of the guidance. The new guidance is effective for public companies for annual periods beginning after December 15, 2017, including interim periods within those years. Early adoption is permitted. The amendments should be applied retrospectively upon adoption with respect to the presentation of the service and other cost components of pension costs in the income statement, and prospectively for the capitalization of the service cost component in assets. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In January 2017, the FASB issued guidance which eliminates the second step from the traditional two-step goodwill impairment test. Under current guidance, an entity performed the first step of the goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount; if an impairment loss was indicated, the entity computed the implied fair value of goodwill to determine whether an impairment loss existed, and if so, the amount to recognize. Under the new guidance, an impairment loss is recognized for the amount by which the carrying amount exceeds the reporting unit's fair value (the Step 1 test), with no further testing required. Any impairment loss recognized is limited to the amount of goodwill allocated to the reporting unit. The new guidance is effective for public companies that are SEC registrants for fiscal years beginning after December 15, 2019, with early adoption, permitted for goodwill impairment tests performed on testing dates after January 1, 2017. All entities are required to apply the guidance prospectively to goodwill impairment tests subsequent to adoption of the standard. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In January 2017, the FASB issued guidance which clarifies the definition of a business and provides revised criteria and a framework to determine whether an integrated set of assets and activities is a business. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, including interim periods within those years. Early adoption is permitted. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In November 2016, the FASB issued guidance which clarifies the classification and presentation of changes in restricted cash on the statement of cash flows. The updates in the guidance require that the statement of cash flows explain the change during the period in the total of cash, cash equivalents and restricted cash when reconciling the beginning-of-period and end-of-period total amounts. The updates also require reconciliation

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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(unaudited)

between cash, cash equivalents and restricted cash presented on the balance sheet to the total of the same amounts presented on the statement of cash flows. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. Early adoption is permitted, and the new guidance should be applied retrospectively to each period presented. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements. As of March 31, 2017, the Company had $8,431 of restricted cash on its balance sheet related to its New Market Tax Credit financing arrangements as well as other small restricted cash balances.

In October 2016, the FASB issued guidance which eliminates the deferral of the tax effects of intra-entity transfers of an asset other than inventory. Current GAAP prohibits the recognition of current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party which has resulted in diversity in practice and increased complexity within financial reporting. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. The Company early adopted the guidance effective January 1, 2017.

In August 2016, the FASB issued guidance which clarifies the classification of certain cash receipts and cash payments in the statement of cash flows, including debt prepayment or extinguishment costs and distributions from certain equity method investees. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted, and the new guidance should be applied retrospectively to each period presented. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In March 2016, the FASB issued guidance that includes targeted improvements to the accounting for employee stock-based compensation. The updates in the guidance include changes in the income tax consequences, balance sheet classification and cash flow statement reporting of stock-based payment transactions. The guidance also includes certain modifications applicable only to nonpublic entities. For public companies, the new guidance is effective for annual periods beginning after December 15, 2016, and interim periods within those years.

The Company adopted this new guidance as required on January 1, 2017, with no significant impact upon adoption to the Company’s consolidated financial statements. On a prospective basis from the adoption date, the Company will record all tax effects related to stock-based compensation through the statement of operations, and all tax-related cash flows resulting from stock-based award payments will be reported as operating activities in the statement of cash flows. The Company is also making an accounting policy election under the new guidance to account for forfeitures of stock-based compensation awards as they occur.

In February 2016, the FASB issued guidance that amends the accounting for leases. Under the new guidance, a lessee will recognize assets and liabilities for most leases (including those classified under existing GAAP as operating leases, which based on current standards are not reflected on the balance sheet), but will recognize expenses similar to current lease accounting. For public companies, the new guidance is effective for fiscal years beginning after December 15, 2018, including interim periods within those years. Early adoption is permitted. The new guidance must be adopted using a modified retrospective transition and provides for certain practical expedients. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements. The Company has operating lease agreements for which it expects to recognize right of use assets and corresponding liabilities on its balance sheet upon adoption of the new guidance.

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(Dollars in thousands)
(unaudited)

In July 2015, the FASB issued new guidance that changes the measurement principle for inventory from the lower of cost or market to the lower of cost or net realizable value. The amendments in this guidance do not apply to inventory that is measured using LIFO or the retail inventory method; rather, the amendments apply to all other inventory, which includes inventory that is measured using FIFO or average cost. Within the scope of this new guidance, an entity should measure inventory at the lower of cost or net realizable value. Net realizable value is defined as the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation, which is consistent with existing GAAP. The Company adopted the new guidance on January 1, 2017 as required. The guidance did not have a significant impact on the Company's consolidated financial statements.

In May 2014, the FASB issued accounting guidance (with subsequent targeted amendments) that will significantly enhance comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets. The core principle of the guidance is that revenue recognized from a transaction or event that arises from a contract with a customer should reflect the consideration to which an entity expects to be entitled in exchange for goods or services provided. To achieve that core principle, the new guidance sets forth a five-step revenue recognition model that will need to be applied consistently to all contracts with customers, except those that are within the scope of other topics in the Accounting Standards Codification ("ASC"). Also required are enhanced disclosures to help users of financial statements better understand the nature, amount, timing and uncertainty of revenues and cash flows from contracts with customers. The enhanced disclosures include qualitative and quantitative information about contracts with customers, significant judgments made in applying the revenue guidance, and assets recognized related to the costs to obtain or fulfill a contract. For public companies, the new requirements are effective for annual reporting periods beginning after December 15, 2017, including interim periods within those years. The Company is reviewing its key revenue streams and assessing the underlying customer contracts within the framework of the new guidance. The Company has evaluated the key aspects of its revenue streams for impact under the new guidance and is currently performing a detailed analysis of its customer agreements to quantify the potential changes under the guidance. The Company has not yet determined whether the guidance will have a significant impact on its existing revenue recognition practices, but there are new robust disclosure requirements that will have an impact on the Company's reporting. The Company does not anticipate adopting the new guidance early, nor has it completed its determination of whether it will implement the guidance under the retrospective or modified retrospective transition methods of adoption.

3. Fair Value Measurements:

Fair values are based on quoted market prices when available. When market prices are not available, fair values are generally estimated using discounted cash flow analyses, incorporating current market inputs for similar financial instruments with comparable terms and credit quality. In instances where there is little or no market activity for the same or similar instruments, the Company estimates fair values using methods, models and assumptions that management believes a hypothetical market participant would use to determine a current transaction price. These valuation techniques involve some level of management estimation and judgment that becomes significant with increasingly complex instruments or pricing models. Where appropriate, adjustments are included to reflect the risk inherent in a particular methodology, model or input used.

The Company's financial assets and liabilities carried at fair value have been classified based upon a fair value hierarchy. The hierarchy gives the highest ranking to fair values determined using unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest ranking to fair values determined using methodologies and models with unobservable inputs (Level 3). The classification of an asset or a liability is based on the lowest level input that is significant to its measurement. For example, a Level 3 fair value

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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measurement may include inputs that are both observable (Levels 1 and 2) and unobservable (Level 3). The levels of the fair value hierarchy are as follows:

- Level 1—Values are unadjusted quoted prices for identical assets and liabilities in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets.
- Level 2—Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument. Such inputs include market interest rates and volatilities, spreads and yield curves.
- Level 3—Certain inputs are unobservable (supported by little or no market activity) and significant to the fair value measurement. Unobservable inputs reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date.

The following table presents information about the Company's assets and liabilities that were measured at fair value on a recurring basis as of March 31, 2017 and December 31, 2016, and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value.

	As of March 31, 2017	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Derivative contracts	$ 3,585	$ —	$ 3,585	$ —
Restoration plan assets	5,534	5,534	—	—
Total	$ 9,119	$ 5,534	$ 3,585	$ —
Liabilities:				
Derivative contracts	$ 15	$ —	$ 15	$ —
Total	$ 15	$ —	$ 15	$ —

	As of December 31, 2016	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Derivative contracts	$ 6,434	$ —	$ 6,434	$ —
Restoration plan assets	5,594	5,594	—	—
Total	$ 12,028	$ 5,594	$ 6,434	$ —

Restoration plan assets

The fair values of the Company's restoration plan assets are determined through quoted prices in active markets. Restoration plan assets are assets held in a Rabbi trust to fund the obligations of the Company's defined benefit supplementary retirement plans and include various stock and fixed income mutual funds. See Note 12 to these condensed consolidated financial statements regarding defined supplementary retirement plans.

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
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(unaudited)

Derivative contracts

Derivative assets and liabilities can be exchange-traded or traded over-the-counter ("OTC"). The Company generally values exchange-traded derivatives using models that calibrate to market transactions and eliminate timing differences between the closing price of the exchange-traded derivatives and their underlying instruments. OTC derivatives are valued using market transactions and other market evidence whenever possible, including market-based inputs to models, model calibration to market transactions, broker or dealer quotations or alternative pricing sources with reasonable levels of price transparency. When models are used, the selection of a particular model to value an OTC derivative depends on the contractual terms of, and specific risks inherent in, the instrument as well as the availability of pricing information in the market. The Company generally uses similar models to value similar instruments. Valuation models require a variety of inputs, including contractual terms, market prices and rates, forward curves, measures of volatility, and correlations of such inputs. For OTC derivatives that trade in liquid markets, such as forward contracts, swaps and options, model inputs can generally be corroborated by observable market data by correlation or other means, and model selection does not involve significant management judgment.

The Company has interest rate caps and natural gas caps and swaps that are fair valued using Level 2 inputs. In addition, the Company applies a credit valuation adjustment to reflect credit risk which is calculated based on credit default swaps. To the extent that the Company's net exposure under a specific master agreement is an asset, the Company utilizes the counterparty's default swap rate. If the net exposure under a specific master agreement is a liability, the Company utilizes a default swap rate comparable to PQ Group Holdings. The credit valuation adjustment is added to the discounted fair value to reflect the exit price that a market participant would be willing to receive to assume the Company's liabilities or that a market participant would be willing to pay for the Company's assets. As of March 31, 2017 and December 31, 2016, the credit valuation adjustment resulted in a minimal change in the fair value of the derivatives.

4. Accumulated Other Comprehensive Income (Loss):

The following tables present the pre-tax, tax, and after-tax components of other comprehensive income (loss) for the three months ended March 31, 2017 and 2016:

	Three months ended March 31,					
	2017			2016		
	Pre-tax amount	Tax benefit / (expense)	After-tax amount	Pre-tax amount	Tax benefit / (expense)	After-tax amount
Defined benefit and other postretirement plans						
Amortization and unrealized losses	$ (194)	$ 13	$ (181)	$ 162	$ —	$ 162
Benefit plans, net	(194)	13	(181)	162	—	162
Net loss from hedging activities	(2,862)	1,093	(1,769)	—	—	—
Foreign currency translation	17,247	(1,910)	15,337	—	—	—
Other comprehensive income (loss)	$14,191	$ (804)	$13,387	$ 162	$ —	$ 162

PQ GROUP HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)
(unaudited)

The following table presents the change in accumulated other comprehensive loss, net of tax, by component for the three months ended March 31, 2017 and 2016:

	Defined benefit and other postretirement plans	Net gain (loss) from hedging activities	Foreign currency translation	Total
December 31, 2016	$ 7,513	$ 4,557	$ (65,781)	$(53,711)
Other comprehensive income (loss) before reclassifications	(214)	(1,753)	15,921	13,954
Amounts reclassified from accumulated other comprehensive income[(a)]	33	(16)	—	17
Net current period other comprehensive income (loss)	(181)	(1,769)	15,921	13,971
March 31, 2017	$ 7,332	$ 2,788	$ (49,860)	$(39,740)
December 31, 2015	$ 648	$ —	$ —	$ 648
Other comprehensive income (loss) before reclassifications	162	—	—	162
Net current period other comprehensive income (loss)	162	—	—	162
March 31, 2016	$ 810	$ —	$ —	$ 810

(a) See the following table for details about these reclassifications.

The following table presents the reclassifications out of accumulated other comprehensive loss for the three months ended March 31, 2017 and 2016. Amounts in parenthesis indicate debits to profit/loss.

Details about Accumulated Other Comprehensive Income Components	Amount Reclassified from Accumulated Other Comprehensive Income Three months ended March 31, 2017	Amount Reclassified from Accumulated Other Comprehensive Income Three months ended March 31, 2016	Affected Line Item in the Statement Where Net Income is Presented
Defined benefit and other postretirement plans			
Amortization of prior service cost	$ 20	$ —	(a)
Amortization of net gain (loss)	19	—	(a)
	39	—	Total before tax
	(6)	—	Tax (expense) benefit
	$ 33	$ —	Net of tax
Net gain (loss) from hedging activities			
Interest rate caps	$ 2	$ —	Interest expense
Natural gas swaps	(18)	—	Cost of goods sold
	(16)	—	Total before tax
	—	—	Tax (expense) benefit
	$ (16)	$ —	Net of tax
Total reclassifications for the period	$ 17	$ —	Net of tax

(a) These accumulated other comprehensive income (loss) components are included in the computation of net periodic pension and other postretirement cost (see Note 12 for additional details).

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5. Other Operating Expense, Net:

A summary of other operating expense, net is as follows:

	Three months ended March 31,	
	2017	2016
Restructuring, plant closure and severance related costs (Note 15)	$ 1,196	$ 5,506
Amortization expense	5,834	1,622
Net loss on asset disposals	348	1,543
Transaction and other related costs	1,375	1,042
Management advisory fee	1,250	125
Other, net	345	84
	$ 10,348	$ 9,922

6. Inventories:

Inventories are classified and valued as follows:

	March 31, 2017	December 31, 2016
Finished products and work in process	$ 182,412	$ 175,182
Raw materials	50,909	51,866
	$ 233,321	$ 227,048
Valued at lower of cost or market:		
LIFO basis	$ 144,359	$ 135,605
FIFO or average cost basis	88,962	91,443
	$ 233,321	$ 227,048

7. Investments in Affiliated Companies:

The Company accounts for investments in affiliated companies under the equity method. Affiliated companies accounted for on the equity basis as of March 31, 2017 are as follows:

Company	Country	Percent Ownership
PQ Silicates Ltd.	Taiwan	50%
Zeolyst International	USA	50%
Zeolyst C.V.	Netherlands	50%
Quaker Holdings	South Africa	49%

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Following is summarized information of the combined investments:

	Three months ended March 31, 2017
Net sales	$ 73,055
Gross profit	28,925
Operating income	18,583
Net income	19,035

The Company's investments in affiliated companies balance as of March 31, 2017 and December 31, 2016 includes net purchase accounting fair value adjustments of $269,675 and $273,300, respectively, related to the Business Combination, consisting primarily of goodwill and intangible assets such as customer relationships, technical know-how and trade names. Consolidated equity in net income from affiliates is net of $3,624 of amortization expense related to purchase accounting fair value adjustments for the three months ended March 31, 2017.

8. Property, Plant and Equipment:

A summary of property, plant and equipment, at cost, and related accumulated depreciation is as follows:

	March 31, 2017	December 31, 2016
Land	$ 188,362	$ 186,327
Buildings	163,336	157,944
Machinery and equipment	820,671	788,175
Construction in progress	197,553	204,138
	1,369,922	1,336,584
Less: accumulated depreciation	(184,781)	(155,196)
	$ 1,185,141	$ 1,181,388

Depreciation expense was $28,189 and $7,704 for the three months ended March 31, 2017 and 2016, respectively.

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9. Long-term Debt:

The summary of long-term debt is as follows:

	March 31, 2017	December 31, 2016
Senior secured USD term loans with interest at 5.25% (due May 2022)	$ 923,111	$ 925,430
Senior secured Euro term loans with interest at 5.00% (due May 2022)	300,939	297,317
Senior secured notes with interest at 6.75% (due November 2022)	625,000	625,000
Senior unsecured notes with interest at 11.75% (due May 2022)	525,000	525,000
Senior unsecured notes with interest at 8.50% (due November 2022)	200,000	200,000
ABL revolving credit facility (due May 2021)	10,000	—
Other	45,322	45,223
Total debt	2,629,372	2,617,970
Original issue discount	(27,293)	(28,497)
Deferred financing costs	(26,077)	(27,275)
Total debt, net of original issue discount and deferred financing costs	2,576,002	2,562,198
Less: current portion	(24,624)	(14,481)
Total long-term debt	$ 2,551,378	$ 2,547,717

The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction. As of March 31, 2017 and December 31, 2016, the fair value of the senior secured term loans and senior secured and unsecured notes was higher than book value by $57,933 and $68,477, respectively. The fair value of the senior secured term loans and senior secured and unsecured notes was derived from published loan prices as of March 31, 2017 and December 31, 2016, as applicable. The fair value is classified as Level 2 based upon the fair value hierarchy (see Note 3 to these condensed consolidated financial statements for further information on fair value measurements).

10. Financial Instruments:

The Company uses interest rate related derivative instruments to manage its exposure related to changes in interest rates on its variable-rate debt instruments and uses commodity derivatives to manage its exposure to commodity price fluctuations. The Company does not speculate using derivative instruments.

By using derivative financial instruments to hedge exposures to changes in interest rates and commodity prices, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is an asset, the counterparty owes the Company, which creates credit risk for the Company. When the fair value of a derivative contract is a liability, the Company owes the counterparty and, therefore, the Company is not exposed to the counterparty's credit risk in those circumstances. The Company minimizes counterparty credit risk in derivative instruments by entering into transactions with high quality counterparties. The derivative instruments entered into by the Company do not contain credit-risk-related contingent features.

Market risk is the adverse effect on the value of a derivative instrument that results from a change in interest rates, currency exchange rates, or commodity prices. The market risk associated with interest rate and commodity price contracts is managed by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken.

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Use of Derivative Financial Instruments to Manage Commodity Price Risk. The Company is exposed to risks in energy costs due to fluctuations in energy prices, particularly natural gas. The Company has a hedging program in the United States which allows the Company to mitigate exposure to natural gas volatility with natural gas swap agreements. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices of comparable contracts. The respective current and non-current liabilities are recorded in accrued liabilities and other long-term liabilities and the respective current and non-current assets are recorded in prepaid and other current assets and other long-term assets, as applicable. As the derivatives are highly effective and are designated and qualify as cash-flow hedges, the related unrealized gains or losses are recorded in stockholders' equity as a component of other comprehensive income (loss), net of tax. Realized gains and losses on natural gas hedges are included in production cost and subsequently charged to cost of goods sold in the consolidated statements of operations in the period in which inventory is sold.

Use of Derivative Financial Instruments to Manage Interest Rate Risk. The Company is exposed to fluctuations in interest rates on its senior secured credit facilities and senior unsecured notes. Changes in interest rates will not affect the market value of such debt but will affect the amount of our interest payments over the term of the loans. Likewise, an increase in interest rates could have a material impact on the Company's cash flow. The Company hedges the interest rate fluctuations on debt obligations through interest rate cap agreements. The Company records these agreements at fair value as assets or liabilities. As the derivatives are highly effective and are designated and qualify as cash-flow hedges, the related unrealized gains or losses are deferred in stockholders' equity as a component of other comprehensive income (loss), net of tax. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices.

In July 2016, the Company entered into interest rate cap agreements, paying a premium of $1,551 to mitigate interest rate volatility from July 2016 through July 2020 by employing varying cap rates, ranging from 1.50% to 3.00% on $1,000,000 of notional variable-rate debt.

The fair values of derivative instruments held as of March 31, 2017 and December 31, 2016 are shown below:

	Balance sheet location	March 31, 2017	December 31, 2016
Asset derivatives:			
Derivatives designated as cash flow hedges:			
Natural gas swaps	Current assets	$ 93	$ 573
Natural gas swaps	Other long-term assets	—	58
Interest rate caps	Other long-term assets	3,492	5,803
Total asset derivatives		$ 3,585	$ 6,434
Liability derivatives:			
Derivatives designated as cash flow hedges:			
Natural gas swaps	Other long-term liabilities	$ 15	$ —
Total liability derivatives		$ 15	$ —

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The following tables show the effect of the Company's derivative instruments designated as hedges on other comprehensive income (loss) ("OCI") and the statement of income for the three months ended March 31, 2017:

		Three months ended March 31, 2017	
Derivatives designated as cash flow hedges:	**Location in Earnings**	**Amount of gain (loss) recognized in OCI on derivatives (effective portion)**	**Amount of gain (loss) reclassified from accumulated OCI into income (effective portion)**
Interest rate caps	Interest expense	$ (2,311)	$ 2
Natural gas swaps	Cost of goods sold	(535)	(18)
		$ (2,846)	$ (16)

Amounts of unrealized losses in OCI that are expected to be reclassified to the consolidated statement of operations over the next twelve months are $5 as of March 31, 2017.

11. Income Taxes:

The effective income tax rate for the three month period ended March 31, 2017 was 55.7% compared to (5.0%) for the three month period ended March 31, 2016. The Company's effective income tax rate fluctuates based, primarily, on changes in income mix and, in this case, the change in Eco Service's tax status. As a result of the Business Combination in May 2016, Eco Services had a change in tax status, whereas it was previously a partnership for tax purposes and now is taxed as a C-Corporation. Due to being a partnership, Eco Services had not previously recorded taxes (with the exception of minimal state taxes imposed on the partnership) as its members were responsible for their respective tax liabilities. Minimal taxes were recorded on the book loss incurred by Eco for the three months ended March 31, 2016 causing the fluctuation to the Company's effective income tax rate in comparison to the taxes recorded for three months ending March 31, 2017.

The difference between the U.S. federal statutory income tax rate and the Company's effective income tax rate for 2017 was mainly due to the tax effect of repatriating foreign earnings back to the United States as dividends offset by lower tax rates in foreign jurisdictions as compared to the U.S. tax rate, foreign withholding taxes, state taxes and non-deductible transaction costs.

12. Benefit Plans:

The following information is provided for (1) the Company-sponsored defined benefit pension plans covering employees in the U.S. and certain employees at its foreign subsidiaries, (2) the Company-sponsored unfunded plans to provide certain health care benefits to retired employees in the U.S. and Canada, and (3) the Company's defined benefit supplementary retirement plans which provide benefits for certain U.S. employees in excess of qualified plan limitations.

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Components of net periodic expense are as follows:

Defined Benefit Pension Plans

	U.S.		Foreign	
	Three months ended March 31,		Three months ended March 31,	
	2017	2016	2017	2016
Service cost	$ 305	$ 547	$ 842	$ —
Interest cost	2,536	775	1,431	—
Expected return on plan assets	(3,061)	(752)	(1,294)	—
Net periodic expense (benefit)	$ (220)	$ 570	$ 979	$ —

Supplemental Retirement Plans

	Three months ended March 31,	
	2017	2016
Interest cost	$ 123	$ —
Net periodic expense	$ 123	$ —

Other Postretirement Benefit Plans

	Three months ended March 31,	
	2017	2016
Service cost	$ 5	$ 9
Interest cost	40	15
Amortization of prior service credit	(19)	—
Amortization of net gain	(19)	—
Net periodic expense	$ 7	$ 24

	Three months ended March 31,	
	2017	2016
Contributions		
Pension Benefits—Foreign	$ 2,657	$ —
Supplemental Retirement Plans	51	—
Other Postretirement Benefit Plans	102	—

13. Commitments and Contingent Liabilities:

There is a risk of environmental impact in chemical manufacturing operations. The Company's environmental policies and practices are designed to ensure compliance with existing laws and regulations and to

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minimize the possibility of significant environmental impact. The Company is also subject to various other lawsuits and claims with respect to matters such as governmental regulations, labor and other actions arising out of the normal course of business. No accrual for these matters currently exists, with the exception of those listed below, because management believes that the liabilities resulting from such lawsuits and claims are not probable or reasonably estimable.

The Company triggered the requirement of New Jersey's Industrial Site Recovery Act ("ISRA") statute with the PQ Holdings stock transfer/corporate merger in December 2004. As required under ISRA, a General Information Notice with respect to the Company's two New Jersey locations was filed with the New Jersey Department of Environmental Protection ("NJDEP") in December 2004 and again in July 2007. Based on an initial review of the facilities by the NJDEP in 2005, the Company estimated that $500 will be required for contamination assessment and removal work of one specific contaminant (polychlorinated biphenyls) that exceeded applicable NJDEP standards at these facilities, and had recorded a reserve for such amount as of December 31, 2005. During subsequent years, it was determined that additional assessment, removal and remediation work would be required and the reserve was increased to cover the estimated cost of such work. In addition, during this period, work had been performed and the reserve was reduced for actual costs incurred for the assessment and remediation work. Work at the Carlstadt facility has been completed and is closed from an ISRA standpoint, but as of March 31, 2017 and December 31, 2016, the Company has recorded a reserve of $669 and $700, respectively, for costs required for contamination assessment and removal work at Rahway. There may be additional costs related to the remediation of Rahway, but until further investigation takes place, the Company cannot reasonably estimate the amount of additional liability that may exist.

As part of a Delaware River Basin Commission ("DRBC") required Pollutant Minimization Plan ("PMP"), in July 2013, the Company's Chester facility conducted limited paint sampling for polychlorinated biphenyls ("PCBs"). Also, as part of demolition, repair and maintenance projects scheduled for the Company's Baltimore facility in 2014, the Company conducted limited paint sampling during the fall of 2013 for waste categorization purposes. Paint samples were analyzed for PCB Aroclor 1254, the specific PCB congener commonly used in the manufacture of paint until the late 1970s. The Company's analytical results indicated that PCB Aroclor 1254 is present in paint on some structures (e.g., piping, structural steel, tanks) in excess of the fifty (50) parts per million ("ppm") regulatory threshold. Under the Toxic Substances Control Act ("TSCA"), there is no requirement to test in use paint for PCB content. However, once PCB content is identified at concentrations at or above the regulatory threshold, absent specific approval from the U.S. Environmental Protection Agency ("EPA"), the PCB-containing paint is regulated as an unauthorized use of PCBs, and the paint must be addressed. The Company abated painted surfaces that have tested positive for PCBs at levels exceeding 50 ppm at Baltimore in 2015 and early 2016. Similar abatement of painted structures as necessary at Chester is currently in process. As of March 31, 2017 and December 31, 2016, the Company recorded a reserve of $168 and $1,048, respectively, for the anticipated remediation costs of known PCB painted structures at the Company's Baltimore and Chester facilities.

In 2011, the Company installed a Continuous Emissions Monitor ("CEM") to measure CO, NOx and Opacity emissions from a furnace at the Company's Chester facility in Pennsylvania, and the Company conducted Relative Accuracy Test Audits ("RATA") as part of its efforts to certify the CEM. On May 5, 2014, the Pennsylvania Department of Environmental Protection ("PADEP") officially notified the Company that it was certifying the CEM based on RATA test results dating back to November 2011 and instructed the Company to start entering data previously recorded by the CEM into the Agency's on-line database. During the third and fourth quarters of 2014, the Company officially entered data recorded from the CEM up until the second quarter of 2013. In November 2015, PADEP issued an Assessment of Civil Penalty in the amount of $1,739 for alleged

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violations under the Pennsylvania Air Pollution Control Act during the period from August 11, 2011 through June 30, 2013. The Company appealed, and PADEP reduced the penalty assessment to $1,550. In January 2017, a hearing to review the merits of PQ's appeal to the Environmental Hearing Board was held, followed by a 90 to 120 day briefing period after which the judge should render an opinion. As of March 31, 2017 and December 31, 2016, the Company has recorded a reserve of $1,500 associated with the PADEP penalty.

As part of the Business Combination, the Company acquired a manufacturing facility at Warrington, United Kingdom. Asbestos-containing building material is present at the site, and asbestos removal and insulation replacement initiatives are underway. As of March 31, 2017 and December 31, 2016, the Company has recorded a reserve of $537 and $532, respectively, for costs related to this program.

In 2008, the Company sold the property of a manufacturing facility located in the United States to the local port authority. In 2009, the port authority commissioned an environmental investigation of portions of the property. In 2010, the port authority advised the Company of alleged soil and groundwater contamination on the property and alleged the Company liable for certain conditions. The Company received and reviewed the environmental investigation documentation and determined it may have liability with respect to some, but not all, of the alleged contamination. As of March 31, 2017 and December 31, 2016, the Company has recorded a reserve of $867 and $913, respectively, for costs related to this potential liability.

The Company has recorded a reserve of $1,627 and $1,776 as of March 31, 2017 and December 31, 2016, respectively, to address remaining subsurface remedial and wetlands/marsh management activities at the Company's Martinez, CA site. Although currently a sulfuric acid regeneration plant, the site originally was operated by Mountain Copper Company ("Mococo") as a copper smelter. Also, the site sold iron pyrite to various customers and allowed their customers to deposit waste iron pyrite cinder and slag on the site. The property is adjacent to Peyton Slough, where Mococo had a permitted discharge point from its process. In 1997, the San Francisco Bay Regional Water Quality Control Board ("RWQCB") required characterization and remediation of Peyton Slough for Copper, Zinc and Acidic Soils. Various remediation activities were undertaken and completed, and the site has received final concurrence from the Army Corps with respect to the completed work. The RWQCP has agreed that Eco has achieved the goals for vegetative cover, but the current marsh condition is not sustainable without continued operation of the tide gates. The Company is now working with the RWQCP on a plan to involve the County and work towards development of an alliance for operating, maintaining and funding the tide gates in the future.

As of March 31, 2017 and December 31, 2016, the Company has recorded a reserve of $1,716 and $1,755, respectively, for subsurface remediation and the Soil Vapor Extraction Project at the Company's Dominguez, CA site. In the 1980s and 1990s, the EPA and the Los Angeles Regional Water Quality Control Board conducted investigations of the site due to historic chlorinated pesticide and chlorinated solvent use. Soil and groundwater beneath the site were impacted by chlorinated solvents and associated breakdown products, petroleum hydrocarbons, chlorinated pesticides and metals. A Corrective Measures Plan approved in October 2011 requires (1) soil vapor extraction ("SVE") in affected areas, (2) covering of unpaved areas containing pesticide impacted soil, and (3) annual groundwater monitoring of the perched water-bearing zone. Installation of the SVE unit has been completed and startup has occurred. The California Department of Toxic Substances Control ("DTSC") has granted conditional approval of the Company's soil management, and monitoring and maintenance plans. Most recently, the DTSC is requiring the Company to delineate the PCE plume on the eastern boundary of the site. Eco Services is now preparing an action plan to address this matter.

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14. Reportable Segments:

Summarized financial information for the Company's (1) Performance Materials and Chemicals and (2) Environmental Catalysts and Services reportable segments is shown in the following table:

	Three months ended March 31,	
	2017	2016
Net sales:		
Performance Materials & Chemicals	$222,604	$ —
Environmental Catalysts & Services[1]	111,281	93,913
Eliminations[2]	(954)	—
Total	$332,931	$93,913
Segment Adjusted EBITDA:[3]		
Performance Materials & Chemicals	$ 52,523	$ —
Environmental Catalysts & Services[4]	56,367	29,393
Total Segment Adjusted EBITDA[5]	$108,890	$29,393

(1) Excludes the Company's proportionate share of sales from the Zeolyst International and Zeolyst C.V. joint ventures (collectively, the "Zeolyst Joint Venture") accounted for using the equity method (see Note 7 to these condensed consolidated financial statements for further information). The proportionate share of sales is $32,708 for the three months ended March 31, 2017.

(2) The Company eliminates intersegment sales when reconciling to the Company's consolidated statements of operations.

(3) The Company defines Adjusted EBITDA as EBITDA adjusted for certain items as noted in the reconciliation below. Management evaluates the performance of its segments and allocates resources based on several factors, of which the primary measure is Adjusted EBITDA. Adjusted EBITDA should not be considered as an alternative to net income as an indicator of the Company's operating performance. Adjusted EBITDA as defined by the Company may not be comparable with EBITDA or Adjusted EBITDA as defined by other companies.

(4) The equity in net income included in the EC&S segment is $9,449 for the Zeolyst Joint Venture for the three months ended March 31, 2017.

(5) Total Segment Adjusted EBITDA differs from the Company's consolidated Adjusted EBITDA due to unallocated corporate expenses.

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A reconciliation from net loss to Segment Adjusted EBITDA is as follows:

	Three months ended March 31,	
	2017	2016
Reconciliation of net loss attributable to PQ Group Holdings Inc. to Segment Adjusted EBITDA		
Net loss attributable to PQ Group Holdings Inc.	$ (2,454)	$ (3,131)
(Benefit) provision for income taxes	(2,910)	150
Interest expense, net	46,785	11,029
Depreciation and amortization	40,585	10,227
Segment EBITDA	82,006	18,275
Unallocated corporate expenses	7,707	1,648
Investment in affiliate and inventory step-up amortization	4,495	—
Losses on disposal of fixed assets	348	1,543
Foreign currency exchange losses	1,986	—
Non-cash revaluation of inventory, including LIFO	2,479	—
Management advisory fees	1,250	125
Transaction and other related costs	1,379	1,126
Equity-based and other non-cash compensation	1,652	576
Restructuring, integration and business optimization expenses	1,701	5,506
Defined benefit pension plan cost	724	595
Joint venture depreciation, amortization, and interest	2,639	—
Other	524	—
Segment Adjusted EBITDA	$108,890	$29,393

15. Restructuring and Other Related Costs:

The following table presents the components of restructuring and other related costs for the three months ended March 31, 2017 and 2016:

	Three months ended March 31,	
	2017	2016
Severance and other employee costs related to restructuring plan	$ 830	$ 4,496
Other related costs	366	1,010
	$ 1,196	$ 5,506

Restructuring Plan

On July 30, 2014, Eco Services, a newly formed Delaware limited liability company and indirect subsidiary of certain investment funds affiliated with CCMP, entered into an Asset Purchase Agreement with Solvay USA, Inc. (“Solvay”), a Delaware corporation, which provided for the sale, transfer and assignment by Solvay and the acquisition, acceptance and assumption by Eco Services, of substantially all of the assets of Solvay’s Eco Services business unit of Solvay’s regeneration and virgin sulfuric acid production business operations in the United States (the “2014 Acquisition”). Prior to the Asset Purchase Agreement with Solvay, Eco Services operated as a business unit within Solvay, which is an indirect, wholly owned subsidiary of Solvay SA.

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Subsequent to the 2014 Acquisition, the Company initiated a restructuring plan designed to improve organizational efficiency and streamline the operations of Eco Services as a stand-alone company. The primary impact of the plan to the Company's consolidated results of operations was the recognition of severance costs related to a reduction-in-force. These costs included benefits payable under ongoing Company severance plan arrangements, whereby payments are attributable to employee services rendered with benefits that accumulate over time. The liabilities and associated charges related to these severance costs are recognized by the Company when payment of the benefits becomes probable and estimable. Charges related to severance costs for the restructuring plan under ongoing benefit plan arrangements were $830 and $4,496 for the three months ended March 31, 2017 and 2016, respectively.

The activity in the accrued liability balance associated with the restructuring plan, all of which related to severance and other employee costs, was as follows for the three months ended March 31, 2017:

Balance at December 31, 2016	$1,643
Restructuring charges	830
Cash payments	(631)
Balance at March 31, 2017	$1,842

The remaining accrued liability balance associated with the restructuring plan at March 31, 2017 is expected to be paid in 2017.

Other Related Costs

The Company incurred severance and other business optimization costs of $366 and $1,010 for the three months ended March 31, 2017 and 2016, respectively, These costs were not associated with formal restructuring plans and primarily related to severance charges for certain executives, transition/duplicate staffing, professional fees and other expenses related to the Company's organizational changes.

16. Earnings per Share

Basic earnings per share is calculated as income (loss) available to common stockholders, divided by the weighted average number of common shares outstanding during the period for each class of common stock, respectively. In periods of income, the income is shared equally amongst Class A and B common stockholders. In the event of liquidation, the holders of Class B common stock have preference to receiving distributions before the holders of Class A common stock. As a result, holders of Class B common stock are considered preferential participating securities and will not be allocated any losses in the periods of net losses, but will be allocated income in the periods of net income using the two-class method.

Diluted earnings per share is calculated as income (loss) available to common stockholders, divided by the weighted average number of common and potential common shares outstanding during the period for each class of common stock, if dilutive. Potential shares/units reflect the unvested Class A and Class B shares as well as options to purchase Class A shares and Eco Services membership units, which have been included in the diluted earnings per share calculation using the treasury stock method. For purposes of calculating diluted earnings per share, income has been reallocated between the classes based on the diluted weighted average number of common shares outstanding for each class. In periods of net loss, inclusion of potential common shares would be antidilutive.

For both the basic and dilutive weighted average shares calculations, as a result of the Business Combination, the number of Eco Services membership units outstanding for the three months ended March 31,

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2016 were computed on the basis of the weighted average units outstanding for Eco Services during the period multiplied by the exchange ratio established for Class B shares as part of the Business Combination. For the three months ended March 31, 2016, units of Eco Services were retrospectively reflected as Class B shares for earnings per share purposes despite the net loss for the three months ended March 31, 2016, since during this period this was the only class of shares in existence to absorb income and losses.

The reconciliation from basic to diluted weighted average shares outstanding is as follows:

	Three months ended March 31,	
	2017	2016
Weighted average shares outstanding – Basic - Class B:	6,676,813	1,512,944
Dilutive effect of unvested Class B shares with service conditions and assumed stock option exercises and conversions	—	—
Weighted average shares outstanding – Diluted - Class B:	6,676,813	1,512,944
Weighted average shares outstanding – Basic - Class A:	429,985	—
Dilutive effect of assumed stock option exercises and conversions	—	—
Weighted average shares outstanding – Diluted - Class A:	429,985	—

The following table reconciles the components of basic and diluted income (loss) per share for the three months ended March 31, 2017 and 2016:

	Three months ended March 31,	
	2017	2016
Numerator:		
Net income (loss) attributable to PQ Group Holdings Inc.	$ (2,454)	$ (3,131)
Denominator:		
Weighted average shares outstanding – Basic:		
Class B shares	6,676,813	1,512,944
Class A shares	429,985	—
Total weighted average shares outstanding – Basic	7,106,798	1,512,944
Weighted average shares outstanding – Diluted:		
Class B shares	6,676,813	1,512,944
Class A shares	429,985	—
Total weighted average shares outstanding – Diluted	7,106,798	1,512,944
Basic net income (loss) per share:		
Class B shares	$ —	$ (2.07)
Class A shares	$ (5.71)	$ —
Diluted net income (loss) per share:		
Class B shares	$ —	$ (2.07)
Class A shares	$ (5.71)	$ —

17. Subsequent Events:

The Company has evaluated subsequent events since the balance sheet date, and determined there are no additional items to disclose.

Report of Independent Auditors

To the Board of Directors
PQ Holdings Inc. and Subsidiaries:

We have audited the accompanying consolidated financial statements of PQ Holdings Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for the three years in the period ended December 31, 2015.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of PQ Holdings Inc. and its subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the three years in the period ended December 31, 2015 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 3 to the consolidated financial statements, the Company changed the manner in which it classifies deferred taxes in 2015 due to the adoption of Accounting Standards Update 2015-17, Balance Sheet Classification of Deferred Taxes and in which it classifies deferred finance costs in 2015 due to the adoption of Accounting Standards Update 2015-03, Simplifying the Presentation of Debt Issuance Costs. Our opinion is not modified with respect to this matter.

/s/ PricewaterhouseCoopers LLP
Philadelphia, Pennsylvania
March 5, 2016

PQ HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands)

	December 31, 2015	December 31, 2014
ASSETS		
Cash and cash equivalents	$ 53,507	$ 100,836
Receivables, net	117,438	122,577
Inventories	197,093	189,286
Prepaid and other current assets	19,006	18,733
Total current assets	387,044	431,432
Investments in affiliated companies	224,480	202,745
Property, plant and equipment, net	569,168	546,716
Goodwill	717,460	721,341
Tradenames	104,415	108,972
Other intangible assets, net	219,617	251,403
Other long-term assets	45,900	47,653
Total assets	$ 2,268,084	$ 2,310,262
LIABILITIES		
Notes payable and current maturities of long-term debt	$ 14,508	$ 14,534
Accounts payable	104,645	102,717
Accrued liabilities	73,497	78,098
Total current liabilities	192,650	195,349
Long-term debt	1,789,255	1,792,870
Deferred income taxes	113,197	114,485
Other long-term liabilities	96,865	110,010
Total liabilities	2,191,967	2,212,714
Commitments and contingencies (Note 20)		
EQUITY		
Common stock, Class A ($0.01 par); authorized shares 150,000,000; issued shares 680,678; outstanding shares 582,280 and 582,593 on December 31, 2015 and December 31, 2014, respectively	6	6
Common stock, Class B ($0.01 par); authorized shares 30,000,000; issued shares 5,100,795; outstanding shares 5,087,995 on December 31, 2015 and December 31, 2014, respectively	51	51
Common stock, Class C ($0.01 par); authorized shares 10,000,000; issued shares 48,820; outstanding shares 48,820 on December 31, 2015 and December 31, 2014, respectively	—	—
Common stock, Class D ($0.01 par); authorized shares 1,500,000; issued shares 84,258 and 5,800; outstanding shares 84,258 and 5,800 on December 31, 2015 and December 31, 2014, respectively	1	—
Additional paid-in capital	466,476	459,819
Accumulated deficit	(264,013)	(271,864)
Treasury stock, at cost; shares 98,398 and 98,085 (Class A), 12,800 (Class B), 0 (Class C), 0 (Class D) on December 31, 2015 and December 31, 2014, respectively	(916)	(916)
Accumulated other comprehensive loss	(131,973)	(96,637)
Total PQ Holdings Inc. equity	69,632	90,459
Noncontrolling interest	6,485	7,089
Total equity	76,117	97,548
Total liabilities and equity	$ 2,268,084	$ 2,310,262

See accompanying notes to consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands)

	Twelve months ended December 31,		
	2015	2014	2013
Sales	$ 1,024,326	$ 1,114,904	$ 1,085,019
Cost of goods sold	748,756	818,483	795,416
Gross profit	275,570	296,421	289,603
Selling, general and administrative expenses	107,097	110,886	111,229
Other operating expense, net	51,516	71,148	49,373
Operating income	116,957	114,387	129,001
Equity in net income from affiliated companies	45,325	29,359	53,808
Interest expense	108,375	111,553	120,347
Debt extinguishment costs	—	2,476	20,287
Other expense, net	21,383	23,886	3,316
Income before income taxes and noncontrolling interest	32,524	5,831	38,859
Provision for income taxes	22,902	7,548	10,608
Net income (loss)	9,622	(1,717)	28,251
Less: Net income attributable to the noncontrolling interest	1,771	1,894	1,521
Net income (loss) attributable to PQ Holdings Inc.	$ 7,851	$ (3,611)	$ 26,730

See accompanying notes to consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(in thousands)

	Twelve months ended December 31,		
	2015	2014	2013
Net income (loss)	$ 9,622	$ (1,717)	$ 28,251
Other comprehensive (loss) income, net of tax:			
Pension and postretirement benefits	1,776	(18,411)	17,265
Net gain (loss) from hedging activities	257	(2,426)	1,700
Foreign currency translation	(38,415)	(24,883)	(17,774)
Total other comprehensive (loss) income	(36,382)	(45,720)	1,191
Comprehensive (loss) income	(26,760)	(47,437)	29,442
Less: Comprehensive income attributable to non-controlling interests	725	1,056	1,620
Comprehensive (loss) income attributable to PQ Holdings Inc.	$(27,485)	$(48,493)	$ 27,822

See accompanying notes to consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)

	Common stock, Class A	Common stock, Class B	Common stock, Class C	Common stock, Class D	Additional paid-in capital	Accumulated deficit	Treasury stock, at cost	Accumulated other comprehensive income (loss)	Noncontrolling interest	Total
Balance, December 31, 2012	$ 7	$ 51	$ —	$ —	$ 458,807	$ (294,983)	$ (731)	$ (52,847)	$ 7,059	$117,363
Net income	—	—	—	—	—	26,730	—	—	1,521	28,251
Other comprehensive income	—	—	—	—	—	—	—	1,092	99	1,191
Stock repurchase	(1)	—	—	—	1	—	(185)	—	—	(185)
Dividend distribution	—	—	—	—	—	—	—	—	(745)	(745)
Stock compensation for restricted stock awards	—	—	—	—	1,011	—	—	—	—	1,011
Balance, December 31, 2013	$ 6	$ 51	$ —	$ —	$ 459,819	$ (268,253)	$ (916)	$ (51,755)	$ 7,934	$146,886
Net income	—	—	—	—	—	(3,611)	—	—	1,894	(1,717)
Other comprehensive loss	—	—	—	—	—	—	—	(44,882)	(838)	(45,720)
Dividend distribution	—	—	—	—	—	—	—	—	(1,901)	(1,901)
Stock compensation for restricted stock awards	—	—	—	—	—	—	—	—	—	—
Balance, December 31, 2014	$ 6	$ 51	$ —	$ —	$ 459,819	$ (271,864)	$ (916)	$ (96,637)	$ 7,089	$ 97,548
Net income	—	—	—	—	—	7,851	—	—	1,771	9,622
Other comprehensive loss	—	—	—	—	—	—	—	(35,336)	(1,046)	(36,382)
Equity contribution	—	—	—	1	3,299	—	—	—	—	3,300
Dividend distribution	—	—	—	—	—	—	—	—	(1,329)	(1,329)
Stock compensation for restricted stock awards	—	—	—	—	3,358	—	—	—	—	3,358
Balance, December 31, 2015	$ 6	$ 51	$ —	$ 1	$ 466,476	$ (264,013)	$ (916)	$ (131,973)	$ 6,485	$ 76,117

See accompanying notes to consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Twelve months ended December 31,		
	2015	**2014**	**2013**
Cash flows from operating activities:			
Net income (loss)	$ 9,622	$ (1,717)	$ 28,251
Adjustments to reconcile net income to net cash used in operating activities:			
Depreciation	62,586	59,904	57,089
Amortization	30,536	31,438	32,217
Impairment of long-lived assets	425	—	948
Amortization of deferred financing costs and original issue discount	8,735	8,899	9,427
Hedge premium amortization	398	1,434	1,778
Debt extinguishment costs	—	2,476	20,287
Foreign currency exchange loss	21,059	23,387	4,414
Pension and postretirement healthcare benefit expense	3,631	1,672	3,281
Pension and postretirement healthcare benefit funding	(4,607)	(6,957)	(6,877)
Deferred income tax provision (benefit)	7,664	(10,478)	(6,644)
Net loss on asset disposals	1,548	694	653
Supplemental pension plan mark-to-market loss (gain)	231	(798)	(930)
Stock compensation	3,358	—	1,011
Equity in net income from affiliated companies, net	(45,325)	(29,359)	(53,808)
Dividends received from affiliated companies	30,089	34,255	33,050
Working capital changes that (used) provided cash:			
Receivables	(4,946)	(1,816)	1,995
Inventories	(17,535)	(2,283)	(16,710)
Prepaids and other current assets	(2,663)	(2,743)	983
Accounts payable	3,252	5,164	6,732
Accrued liabilities	(8,440)	7,639	(344)
Other, net	(722)	(401)	(905)
Net cash provided by operating activities	98,896	120,410	115,898
Cash flows from investing activities:			
Purchases of property, plant and equipment	(103,118)	(120,932)	(73,221)
Investment in affiliated companies	(10,000)	(10,000)	(18,000)
Change in restricted cash, net	—	16,890	(16,890)
Business acquisitions, net of cash acquired	(12,000)	—	—
Loan receivable under the New Market Tax Credit arrangement	—	—	(15,632)
Other, net	(26)	10	(1,615)
Net cash used in investing activities	(125,144)	(114,032)	(125,358)
Cash flows from financing activities:			
Draw down of revolver	68,000	—	—
Repayments of revolver	(68,000)	—	—
Issuance of long-term debt under the New Market Tax Credit arrangement	—	—	20,175
Issuance of long-term debt, net of original issue discount	—	1,222,114	1,222,800
Debt issuance costs	—	—	(1,771)
Repayments of long-term debt	(12,350)	(1,235,000)	(1,232,350)
Interest hedge premium		—	(995)
Equity contribution	3,300	—	—
Stock repurchase	—	—	(185)
Distributions to noncontrolling interests	(1,329)	(1,901)	(745)
Net cash (used in) provided by financing activities	(10,379)	(14,787)	6,929
Effect of exchange rate changes on cash	(10,702)	(8,504)	(4,171)
Net change in cash and cash equivalents	(47,329)	(16,913)	(6,702)
Cash and cash equivalents at beginning of period	100,836	117,749	124,451
Cash and cash equivalents at end of period	$ 53,507	$ 100,836	$ 117,749
Non-cash investing activity:			
Capital expenditures acquired on account but unpaid as of the period end	21,897	15,042	16,820

See accompanying notes to consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except per share amounts)

1. Background and Basis of Presentation:

PQ Holdings Inc. and subsidiaries (the "Company") conducts operations through three principal businesses: Performance Chemicals: a fully integrated, global leader in silicate technology, producing sodium silicate, specialty silicas, zeolites, spray dry silicates, magnesium silicate, and other high performance chemical products used in a variety of end-uses such as adsorbents for surface coatings, clarifying agents for beverages, cleaning and personal care products; Catalysts: an integrated silica catalyst and specialty zeolite-based catalyst producer with leading global market positions, producing silica catalyst used in the production of high-density polyethylene ("HDPE"), and specialty zeolite-based catalysts sold to the emissions control industry, the petrochemical industry and other areas of the broader chemicals industry; and Specialty Glass Materials: a leading global producer of engineered glass products for use in highway safety, polymer additives, metal finishing and electronics end markets, which is comprised of Highway Safety and Engineered Glass Materials ("EGM"). Highway Safety manufactures glass beads used for airport, highway and road safety applications to improve visibility in wet and nighttime driving conditions, where EGM produces solid and hollow glass spheres for use as polymer additives and fillers in specialized plastics, as engineered peening beads in metal finishing and as conductives in consumer electronics and other applications.

We experience some seasonality, primarily with respect to the Specialty Glass Materials business. As the road striping season occurs during warmer weather, sales and earnings are generated primarily during the second and third quarters. Working capital is built during the first half of the year, while cash generation occurs primarily in the second half of the fiscal year.

On May 31, 2007, PQ Corporation and its parent company, Niagara Holdings, Inc., entered into an Agreement and Plan of Merger with affiliates of The Carlyle Group ("2007 Sponsor"), including CPQ Holdings LLC ("CPQ Holdings"), and an affiliate of the previous owner of the Company, J.P. Morgan Partners, pursuant to which PQ Corporation continued as the surviving corporation and an indirect, wholly-owned subsidiary of CPQ Holding Corporation, which was a direct, wholly-owned subsidiary of CPQ Holdings (the "2007 Merger"). The 2007 Merger was consummated on July 30, 2007.

On July 2, 2008, the Company acquired certain assets and liabilities from and certain stock of the entities that comprised INEOS Silicas, a division of INEOS Group that was a global manufacturer of inorganic chemicals based on silica and alumina technology, from INEOS Capital Partners, formerly named INEOS Investments Partnership ("INEOS") in exchange for cash and shares of CPQ Holding Corporation (the "2008 INEOS Silicas Acquisition"). After the closing of the 2008 INEOS Silicas Acquisition, INEOS Silicas was incorporated into the Performance Chemicals and Catalyst divisions of the Company. Since July 2, 2008, the financial statements include the results of operations of the acquired business.

On January 29, 2014, CPQ Holding Corporation changed its name to PQ Holdings Inc. ("Holdings").

On September 11, 2014, Holdings entered into a stock purchase agreement (as amended on November 18, 2014) pursuant to which certain investment funds affiliated with CCMP Capital Advisors, LLC (now known as CCMP Capital Advisors, LP; "CCMP" or "2014 Sponsor") and INEOS, one of the existing stockholders of Holdings, acquired stock of Holdings from CPQ Holdings and certain other selling stockholders (the "2014 Stock Purchase"). The 2014 Stock Purchase was consummated on December 29, 2014. Following consummation of the sale, The Carlyle Group no longer holds any shares of Holdings. The 2014 Stock Purchase did not qualify as a business combination.

On August 18, 2015, the Company announced that Eco Services Holdings LLC ("*Eco Services*"), the Company and certain of their respective affiliates had signed a definitive agreement (the "*Business Combination*

PQ HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except per share amounts)

Agreement") pursuant to which the Company and Eco Services will reorganize under a newly formed holding company (the "*Combined Company*"). The Combined Company will retain the PQ Corporation name. The Company's existing indirect shareholders (affiliates of CCMP, affiliates of INEOS Capital Partners and management) and Eco Services' existing indirect equity holders (affiliates of CCMP and management) will constitute the sole shareholders of the Combined Company immediately following the closing of the business combination. The completion of the transactions is subject to certain closing conditions that are customary for transactions of this type, including regulatory clearance.

2. Summary of Significant Accounting Policies:

Principles of Consolidation. The consolidated financial statements include the accounts of the Company and its controlled subsidiaries. Investments in affiliated companies are recorded at cost plus the Company's equity in their undistributed earnings. All intercompany transactions have been eliminated.

All assets and liabilities of foreign subsidiaries and affiliated companies are translated to U.S. dollars using exchange rates in effect at the balance sheet date. Adjustments resulting from translation of the balance sheets and intercompany loans, which are considered permanent, are included in stockholders' equity as part of accumulated other comprehensive loss. Adjustments resulting from translation of certain intercompany loans, which are not considered permanent and are denominated in foreign currencies, are included in other expense (income), net in the consolidated statement of operations. Income and expense items are translated at average exchange rates during the year. Net foreign exchange included in other expense, net was a loss of $21,059, $23,387, and $4,414 for the years ended December 31, 2015, 2014, and 2013, respectively. The foreign currency losses realized in 2015, 2014, and 2013, were primarily driven by the non-permanent intercompany debt denominated in local currency translated to U.S. dollars.

Cash and Cash Equivalents. Cash and cash equivalents include investments with original terms to maturity of 90 days or less from the time of purchase.

Restricted Cash. Restricted cash, which is restricted as to withdrawal or usage, is classified separately from cash and cash equivalents on our consolidated balance sheet. The proceeds from the New Markets Tax Credit ("NMTC") financing arrangement are restricted for use and are classified on our consolidated balance sheet as a noncurrent asset. As of December 31, 2013, there remained $16,890 restricted cash that is required to be used to fund the capital expenditure associated with the NMTC agreement and is recorded in other long-term assets on the consolidated balance sheet. During 2014, the balance was fully used to fund the capital expenditure associated with the NMTC agreement. See Note 13 to these consolidated financial statements for further information.

Accounts Receivable and Allowance for Doubtful Accounts. Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in its existing accounts receivable. A specific reserve for bad debt is recorded for known or suspected doubtful accounts receivable. For all other accounts, the Company recognizes a reserve for bad debt based on the length of time receivables are past due and historical write-off experience. Account balances are charged off against the allowance when the Company believes it is probable the receivable will not be recovered. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances would be required. The Company does not have any off-balance sheet credit exposure related to its customers.

Inventories. All inventories are stated at the lower of cost or market. All domestic inventories are valued on the last-in, first-out ("LIFO") method, and all other inventories are valued on the average cost and first-in,

PQ HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except per share amounts)

first-out ("FIFO") methods. When necessary, the Company provides allowances to adjust the carrying value of its inventory to the lower of cost or net realizable value, including any costs to sell or dispose. Appropriate consideration is given to obsolescence, excessive inventory levels, product deterioration and other factors in evaluating net realizable value.

Prepaid and Other Current Assets. Prepaid and other current assets primarily include prepayments on insurance and property tax, current deposits, income tax receivables, current deferred tax assets, value-added taxes, receivables from affiliates and other current assets.

Property, Plant, and Equipment. Property, plant and equipment are carried at cost and include expenditures for new facilities and major renewals and betterments. The Company capitalizes the cost of furnace rebuilds as part of property, plant and equipment. Plant and equipment under capital leases are carried at the present value of minimum lease payments. Maintenance, repairs and minor renewals are charged to expense as incurred. The Company capitalizes internal costs associated with the implementation of purchased software. When property, plant and equipment is retired or otherwise disposed of, the net carrying amount is eliminated with any gain or loss on disposition recognized in earnings at that time.

Depreciation is generally provided on the straight-line method based on estimated useful lives of the assets, ranging up to thirty-three years for buildings, ten to twelve years for machinery and equipment, and three to seven years for computer hardware and software.

Investments. Investments are accounted for using the equity method of accounting if the investment provides us the ability to exercise significant influence, but not control, over the investee. Significant influence is generally deemed to exist if the Company's ownership interest in the voting stock of the investee ranges between 20% and 50%, although other factors, such as representation on the investee's board of directors and the impact of commercial arrangements, are considered in determining whether the equity method of accounting is appropriate. Under the equity method of accounting, the investments in equity-method investees are recorded in the consolidated balance sheets as investments in affiliated companies and the investees' earnings or losses together with other-than temporary impairments in value is recorded as equity in net income from affiliated companies in the consolidated statements of operations.

Goodwill and Intangible Assets. Definite-lived intangible assets are amortized over their estimated useful life. Goodwill and intangible assets with indefinite lives are not amortized, but are tested for impairment annually or more frequently if events occur or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. A write-down occurs in periods in which it is determined that a reporting unit's fair value is less than its book value.

Generally accepted accounting principles require the Company to perform an impairment test at least annually. When evaluating goodwill for impairment, the Company can perform a qualitative step zero assessment. If the Company elects to skip or fails the qualitative assessment, then a quantitative assessment on the reporting units is performed. Under a qualitative assessment, the Company will consider the relevant events and circumstances and the extent to which they could affect the comparison of a reporting unit's fair value to its carrying amount and form a conclusion indicating whether it is more likely than not that the reporting unit's fair value is less than its carrying amount. The quantitative assessment is a two-step test. In step one the estimated fair value of the reporting unit is compared to its carrying value. If the estimated fair value is less than the carrying value, then step two is required. In step two the actual amount of the goodwill impairment is calculated by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. The implied fair value is determined in the same manner as the amount of goodwill recognized in a business

combination. See Note 11 to these consolidated financial statements for further discussion on goodwill impairment.

Other Long-term Assets. Other long-term assets primarily include pension benefits, deferred tax assets, and spare parts.

Valuation of Long-Lived Assets. The Company performs an impairment review of property, plant, and equipment and definite-lived intangible assets when facts and circumstances indicate the carrying value may not be recoverable from its undiscounted cash flows. When evaluating long-lived assets for impairment, if the carrying amount of an asset or asset group is found not to be recoverable, then an impairment loss is recognized. Any impairment loss is measured by comparing the carrying amount of the asset to its fair value. Fair value is determined using quoted market prices where available, or other techniques including discounted cash flows. The Company's estimates of future cash flows involve assumptions concerning future operating performance, economic conditions, and technological changes that may affect the future useful lives of the assets.

Derivative Financial Instruments. The Company utilizes certain derivative financial instruments to enhance its ability to manage risk, including exposures to interest rates and natural gas price fluctuations that exist as part of ongoing business operations. Derivative instruments are entered into for periods consistent with the related underlying exposures and do not constitute positions independent of those exposures.

All derivatives designated as hedges are recognized on the balance sheet at fair value. On the date a derivative contract is entered into, the Company may designate the derivative as a hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability (cash flow hedge). Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in other comprehensive income (loss) to the extent that the derivative is effective as a hedge, until earnings are affected by the variability in cash flows of the designated hedged item, and the ineffective portion is reported in earnings. Changes in the fair value of a derivative that is not designated or does not qualify as a cash flow hedge are recorded in the consolidated statement of operations. Cash flows from derivative instruments are reported in the same cash flow category as the cash flows from the items being hedged.

The Company formally documents all relationships between hedging instruments and hedged items, as well as its risk management objective and strategy for undertaking various hedge transactions. This process includes relating all derivatives that are designated cash flow hedges to underlying forecasted transactions. The Company also formally assesses both at the inception of the hedge and on an ongoing basis, whether each hedging relationship is highly effective in achieving offsetting changes in fair values or cash flows of the hedged item during the period. If it is determined that a derivative is not highly effective as a hedge, or if a derivative ceases to be a highly effective hedge, hedge accounting would be discontinued with respect to that derivative prospectively.

Fair Value Measurements. The Company measures fair value using the guidelines under U.S. generally accepted accounting principles. Fair value is defined as the price at which an asset could be exchanged in a current transaction between market participants. A liability's fair value is defined as the amount that would be paid to transfer the liability to a market participant, not the amount that would be paid to settle the liability with the creditor. See Note 4 to these consolidated financial statements regarding the application of fair value measurements.

PQ HOLDINGS INC. AND SUBSIDIARIES
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(Dollars in thousands, except per share amounts)

The carrying values of cash, accounts receivable, accounts payable and accrued liabilities approximate fair value due to the short-term nature of these items. See Note 13 to these consolidated financial statements regarding the fair value of debt and Note 15 regarding other financial instruments.

Revenue Recognition. Revenue, net of related discounts and allowances, is recognized when both title and risk of loss of the product have been transferred to the customer, the seller's price to the buyer is fixed or determinable, collectability is reasonably assured, and persuasive evidence of an arrangement exists. Customers take title and assume all the risks of ownership upon shipment (if terms are "FOB shipping point") or upon delivery (if terms are "FOB destination"). Any deviation from the standard terms and arrangements are reviewed for the proper accounting treatment, and revenue recognition is revised accordingly.

The Company recognizes rebates given to customers as a reduction of revenue based on an allocation of the cost of honoring rebates earned and claimed to each of the underlying revenue transactions that result in progress by the customer toward earning the rebate. Rebates are recognized at the time revenue is recorded. The Company measures the rebate obligation based on the estimated amount of sales that will result in a rebate at the adjusted sales price per the respective sales agreement.

Shipping and Handling Costs. Amounts billed to a customer in a sale transaction related to shipping and handling, if any, represent revenues earned for the goods provided and is classified as revenue. Costs related to shipping and handling of products shipped to customers are classified as cost of goods sold.

Research and Development. Research and development costs of $10,264, $9,142, and $8,661, for the years ended December 31, 2015, 2014, and 2013, respectively, were expensed as incurred and reported in selling, general and administrative expenses in the consolidated statements of operations.

Income Taxes. The Company operates within multiple taxing jurisdictions and is subject to tax filing requirements and audit within these jurisdictions. The Company uses the asset and liability method in accounting for income taxes. Deferred tax assets and liabilities are recorded for temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements, using statutory tax rates in effect for the year in which the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that those assets will be realized.

In determining the provision for income taxes, the Company provides deferred income taxes on income from foreign subsidiaries as such earnings are taxable upon remittance to the United States. The Company establishes contingent liabilities for possible assessments by taxing authorities resulting from uncertain tax positions including, but not limited to, transfer pricing, deductibility of certain expenses and other state, local, and foreign tax matters. The Company recognizes a financial statement benefit for positions taken for tax return purposes when it will be more-likely-than-not that the positions will be sustained. The Company recognizes potential accrued interest and penalties related to unrecognized tax benefits in income tax expense. Tax examinations are often complex as tax authorities may disagree with the treatment of items reported by the Company and may require several years to resolve. These accrued liabilities represent a provision for taxes that are reasonably expected to be incurred on the basis of available information but which are not certain.

Asset Retirement Obligation. The Company records a liability when the fair value of any future obligation to retire a long-lived asset as a result of an existing or enacted law, statute, ordinance or contract is reasonably estimable. The Company also records a liability for the fair value of a conditional asset retirement obligation if

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the fair value can be reasonably estimated. When the liability is initially recorded, the Company capitalizes the cost by increasing the amount of the related long-lived asset. Over time, the Company adjusts the liability to its present value by recognizing accretion expense as an operating expense in the consolidated statement of operations each period, and the capitalized cost is depreciated over the useful life of the related asset. Upon settlement of the liability, the Company records a gain or loss if the actual costs differ from the accrued amount.

The Company has recorded asset retirement obligations ("ARO") in other long-term liabilities in order to recognize legal obligations associated with the retirement of tangible long-lived assets. The Company has assessed whether an ARO is required at each manufacturing facility and has recorded an obligation for those location for which an obligation exists. The most significant of these are primarily attributable to environmental remediation liabilities associated with current operations that were incurred during the course of normal operations. The Company has AROs that are conditional in nature. The Company identified certain conditional AROs upon which it was able to reasonably estimate their fair value and recorded a liability. These AROs were triggered upon commitments by the Company to comply with local, state, and national laws to remove environmentally hazardous materials. The AROs have been recognized on a discounted basis using a credit adjusted risk free rate. Accretion of the AROs is recorded in other operating expense and amounted to $304, $296, and $305, for the years ended December 31, 2015, 2014, and 2013, respectively. Following are changes in the ARO liability during the years ended December 31, 2015, 2014, and 2013:

	Year ended December 31,		
	2015	2014	2013
Beginning balance	$ 3,452	$ 3,310	$ 3,065
Liabilities incurred	—	—	—
Liabilities settled	—	—	—
Accretion expense	304	296	305
Foreign exchange impact	(224)	(154)	(60)
Ending balance	$ 3,532	$ 3,452	$ 3,310

Environmental Expenditures. Environmental expenditures that pertain to current operations or to future revenues are expensed or capitalized consistent with the Company's capitalization policy for property, plant and equipment. Expenditures that result from the remediation of an existing condition caused by past operations and that do not contribute to current or future revenues are expensed. Liabilities are recognized for remedial activities when the remediation is probable and the cost can be reasonably estimated. Recoveries of expenditures for environmental remediation are recognized as assets only when recovery is deemed probable. See Note 20 to these consolidated financial statements regarding commitments and contingencies and Note 12 regarding the accrued environmental reserve.

Stock-Based Compensation. The Company applies the fair value based method to account for stock options and awards. See Note 18 to these consolidated financial statements regarding compensation expense associated with stock options and awards.

Pensions and Postretirement Benefits. The Company maintains qualified and non-qualified defined benefit pension plans that cover employees in the United States and Canada, as well as certain employees in other international locations. Benefits for a majority of the plans are based on average final pay and years of service. Our funding policy, consistent with statutory requirements, is based on actuarial computations utilizing the projected unit credit method of calculation. Not all defined benefit pension plans are funded. In the United States and Canada, the pension plans' assets include equity and fixed income securities. In our other international

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locations, the pension plans' assets include equity and fixed income securities, as well as insurance policies. Certain assumptions are made regarding the occurrence of future events affecting pension costs, such as mortality, withdrawal, disablement and retirement, changes in compensation and benefits, and discount rates to reflect the time value of money.

The major elements in determining pension income and expense are pension liability discount rates and the expected return on plan assets. The Company references rates of return on high-quality, fixed income investments when estimating the discount rate, and the expected period over which payments will be made based upon historical experience. The long-term rate of return used to calculate the expected return on plan assets is the average rate of return estimated to be earned on invested funds for providing pension benefits.

In addition to pension benefits, the Company provides certain health care benefits for employees who meet age, participation and length of service requirements at retirement. These plans were closed to new retirees in the United States and Canada as of December 31, 2006. The Company uses explicit assumptions using the best estimates available of the plan's future experience. Principal actuarial assumptions include: discount rates, present value factors, retirement age, participation rates, mortality rates, cost trend rates, Medicare reimbursement rates and per capita claims cost by age. Current interest rates, as of the measurement date, are used for discount rates in present value calculations.

The Company also has defined contribution plans covering domestic employees of the Company and certain subsidiaries.

Contingencies. Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company and legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. If the assessment of a contingency indicates that it is probable that a loss has been incurred and the amount of the liability can be estimated, then the estimated liability is accrued in the Company's financial statements. If the assessment indicates that a loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed. Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of the guarantee would be disclosed, including the approximate term, how the guarantee arose, and the events or circumstances that would require the guarantor to perform under the guarantee.

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Out of period adjustment. Included in the 2015 financial statements are certain out of period adjustments relating toerrors that originated in 2014 and 2013. During 2015, the Company recorded a $3,064 charge to the provision for income taxes and a corresponding credit to deferred taxes related to an out of period adjustment associated with the accounting for deferred taxes of Convertible Preferred Equity Instrument (CPEC), a hybrid

equity instrument. The Company has determined that the impact of these out of period adjustments were not material to any of the years presented.

3. Recently Issued Accounting Standards:

In February 2016, the FASB issued guidance that amends the accounting for leases. Under the new guidance, a lessee will recognize assets and liabilities for most leases but will recognize expenses similar to current lease accounting. The guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted. The new guidance must be adopted using a modified retrospective transition, and provides for certain practical expedients. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements.

In November 2015, the Financial Accounting Standards Board ("FASB") issued ASU2015-17, *Balance Sheet Classification of Deferred Taxes*. This guidance provides companies with the option to classify deferred tax liabilities and assets as non-current amounts, in a classified statement of financial position. For a particular tax paying component of an entity within a particular tax jurisdiction, all deferred tax liabilities and assets, as well as any related valuation allowance, shall be offset and presented as a single non-current amount. These new requirements for nonpublic entities become effective for annual reporting periods beginning after December 15, 2017 and interim periods with annual reporting periods after December 15, 2018. A nonpublic entity may elect early application as of the beginning of an interim or annual period. The Company has elected to adopt the requirements of this standard as of December 31, 2015. In accordance with ASU 2015-17, in the December 31, 2014 consolidated balance sheet, the Company credited the current deferred tax asset by $8,076 and debited the current deferred tax liability by $6, concurrently debiting the non-current deferred tax asset and the non-current deferred tax liability by $1,653 and $6,417, respectively.

In September 2015, the FASB issued guidance that will change the requirements for reporting measurement period adjustments to provisional amounts initially recognized in conjunction with a business combination. Under GAAP, an acquiring entity currently is required to retrospectively adjust, in prior period financial statements, the provisional amounts to reflect new information obtained during the measurement period (a period, which may not exceed one year from the date of the business combination, during which the acquiring entity may receive information about the facts and circumstances existing as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of the acquisition date). Under the new guidance, adjustments to the provisional amounts will be reflected in the financial statements for the reporting period in which the adjustments are determined, including by recognizing in current period earnings the full effect of changes in depreciation, amortization or other income effects. The guidance requires that the acquiring entity either present separately on the face of the current period income statement or disclose in the notes to the current period financial statement, by line item, the amount of the adjustments made during the current period. The new guidance will be effective for fiscal years beginning after December 15, 2016, and interim periods within fiscal years beginning after December 15, 2017. The amendments should be applied prospectively to adjustments to provisional amounts that occur after the effective date of the guidance with earlier application permitted for financial statements that have not yet been made available for issuance. The Company does not expect this guidance to have a significant impact on its consolidated financial statements.

In April 2015, the FASB issued accounting guidance (ASU2015-03, *Simplifying the Presentation of Debt Issuance Costs*) that requires deferred financing costs to be presented as a direct reduction from the related debt liability in the financial statements rather than as a separately recognized asset, as is the current requirement under U.S. GAAP. Under the new guidance, amortization of such costs will continue to be reported as interest expense. In August 2015, the FASB issued updated guidance (ASU 2015-15 *Presentation and Subsequent*

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Measurement of Debt Issuance Costs Associated withLine-of-Credit Arrangements) to include similar treatment for deferred financing costs associated with line of credit arrangements. The new guidance will be effective for interim and annual periods beginning after December 15, 2015 and must be adopted on a retrospective basis. Early adoption is permitted. The Company has elected to adopt the requirements of this standard as of December 31, 2015. In accordance with ASU 2015-03, the Company has presented net deferred financing costs of $4,228 and $6,141 as of December 31, 2015 and 2014, respectively, as a direct reduction of long term debt.

In January 2015, the FASB issued ASU2015-01, *Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items* Under this ASU, an entity will no longer be allowed to separately disclose extraordinary items, net of tax, in the income statement after income from continuing operations if an event or transaction is unusual in nature and occurs infrequently. ASU 2015-01 is effective for interim and annual reporting periods beginning after December 15, 2015 with early adoption permitted. The Company has adopted ASU 2015-01 effective December 31, 2015. The adoption did not have any impact on the Company's financial position, results of operations or cash flows.

In November 2014, the FASB issued new accounting guidance ASU2015-08 that provides companies with the option to apply pushdown accounting in its separate financial statements upon occurrence of an event in which an acquirer obtains control of the acquired entity. The acquired entity may elect the option to apply pushdown accounting in the reporting period in which the change-in-control event occurs. If pushdown accounting is not applied in the reporting period in which thechange-in-control event occurs, an acquired entity will have the option to elect to apply pushdown accounting in a subsequent reporting period as a change in accounting principle under GAAP. If pushdown accounting is applied to an individual change-in-control event, that election is irrevocable. This guidance also requires an acquired entity that elects the option to apply pushdown accounting in its separate financial statements to disclose information in the current reporting period that enables users of financial statements to evaluate the effect of pushdown accounting. The Company has adopted this guidance effective November 18, 2014, as the amendments are effective upon issuance. The adoption of this new guidance did not have any impact on its consolidated financial statements and related disclosures.

In August 2014, the FASB issued guidance regarding management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern within one year of the issuance of the financial statements. If substantial doubt exists, additional disclosures would be required. This guidance will be effective beginning in the fourth quarter of fiscal year 2017, with early adoption permitted. The Company does not expect this guidance to have a significant impact on its consolidated financial statements.

In May 2014, the FASB issued accounting guidance that will significantly enhance comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets. The core principle of the guidance is that revenue recognized from a transaction or event that arises from a contract with a customer should reflect the consideration to which an entity expects to be entitled in exchange for goods or services provided. To achieve that core principle the new guidance sets forth a five-step revenue recognition model that will need to be applied consistently to all contracts with customers, except those that are within the scope of other topics in the Accounting Standards Codification ("ASC"). Also required are enhanced disclosures to help users of financial statements better understand the nature, amount, timing and uncertainty of revenues and cash flows from contracts with customers. The enhanced disclosures include qualitative and quantitative information about contracts with customers, significant judgments made in applying the revenue guidance, and assets recognized related to the costs to obtain or fulfill a contract. These new requirements for nonpublic entities become effective for annual reporting periods beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. A nonpublic entity may elect early application, but no earlier than

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December 15, 2017, the effective date for public entities. The Company is assessing the impact of these new requirements on our financial statements.

In April 2014, the FASB issued authoritative guidance amending existing requirements for reporting discontinued operations. Under the new guidance, discontinued operations reporting will be limited to disposal transactions that represent strategic shifts having a major effect on operations and financial results. The amended guidance also enhances disclosures and requires assets and liabilities of a discontinued operation to be classified as such for all periods presented in the financial statements. Public entities will apply the amended guidance prospectively to all disposals occurring within annual periods beginning on or after December 15, 2014 and interim periods within those years. The Company has adopted this standard on January 1, 2015. Due to the change in requirements for reporting discontinued operations described above, presentation and disclosures of future disposal transactions after adoption may be different than under current standards.

In July 2013, the FASB issued ASU 2013-11 *Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*. This update is intended to improve the consistency surrounding the presentation of an unrecognized tax benefit when a net operating loss carryforward exists, requiring the unrecognized tax benefit to be presented as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward. The new requirements for nonpublic entities are effective for fiscal years beginning after December 15, 2014, and for interim periods within those fiscal years, with early adoption permitted. The Company has implemented the provisions of ASU 2013-11 in 2015.

4. Fair Value Measurements:

Fair values are based on quoted market prices when available. When market prices are not available, fair value is generally estimated using discounted cash flow analyses, incorporating current market inputs for similar financial instruments with comparable terms and credit quality. In instances where there is little or no market activity for the same or similar instruments, the Company estimates fair value using methods, models and assumptions that management believes a hypothetical market participant would use to determine a current transaction price. These valuation techniques involve some level of management estimation and judgment which becomes significant with increasingly complex instruments or pricing models. Where appropriate, adjustments are included to reflect the risk inherent in a particular methodology, model or input used.

The Company's financial assets and liabilities carried at fair value have been classified based upon a fair value hierarchy. The hierarchy gives the highest ranking to fair values determined using unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest ranking to fair values determined using methodologies and models with unobservable inputs (Level 3). The classification of an asset or a liability is based on the lowest level input that is significant to its measurement. For example, a Level 3 fair value measurement may include inputs that are both observable (Levels 1 and 2) and unobservable (Level 3). The levels of the fair value hierarchy are as follows:

- Level 1—Values are unadjusted quoted prices for identical assets and liabilities in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets.
- Level 2—Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument. Such inputs include market interest rates and volatilities, spreads and yield curves.

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- Level 3—Certain inputs are unobservable (supported by little or no market activity) and significant to the fair value measurement. Unobservable inputs reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date.

The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2015 and 2014, and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. Financial assets and liabilities measured at fair value on a recurring basis are summarized as follows:

	As of December 31, 2015	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Restoration plan assets	$ 5,927	$ 5,927	$ —	$ —
Total	$ 5,927	$ 5,927	$ —	$ —
Liabilities:				
Derivative contracts	$ 3,946	$ —	$ 3,946	$ —
Total	$ 3,946	$ —	$ 3,946	$ —

	As of December 31, 2014	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Derivative contracts	$ 49	$ —	$ 49	$ —
Restoration plan assets	7,134	7,134	—	—
Total	$ 7,183	$ 7,134	$ 49	$ —
Liabilities:				
Derivative contracts	$ 4,209	$ —	$ 4,209	$ —
Total	$ 4,209	$ —	$ 4,209	$ —

Restoration plan assets

The fair values of the Company's restoration plan assets are determined through quoted prices in active markets. Restoration plan assets are assets held in a Rabbi trust to fund the obligations of the Company's defined benefit supplementary retirement plans and include various stock and fixed income mutual funds. See Note 17 to these consolidated financial statements regarding defined supplementary retirement plans.

Derivative contracts

Derivative assets and liabilities can be exchange-traded or traded over the counter ("OTC"). The Company generally values exchange-traded derivatives using models that calibrate to market transactions and eliminate timing differences between the closing price of the exchange-traded derivatives and their underlying instruments. OTC derivatives are valued using market transactions and other market evidence whenever possible, including market-based inputs to models, model calibration to market transactions, broker or dealer quotations or

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alternative pricing sources with reasonable levels of price transparency. When models are used, the selection of a particular model to value an OTC derivative depends on the contractual terms of, and specific risks inherent in, the instrument as well as the availability of pricing information in the market. The Company generally uses similar models to value similar instruments. Valuation models require a variety of inputs, including contractual terms, market prices and rates, forward curves, measures of volatility, and correlations of such inputs. For OTC derivatives that trade in liquid markets, such as forward contracts, swaps and options, model inputs can generally be corroborated by observable market data by correlation or other means, and model selection does not involve significant management judgment.

The Company has interest rate caps and natural gas caps and swaps that are fair valued using Level 2 inputs. In addition, the Company applies a credit valuation adjustment to reflect credit risk which is calculated based on credit default swaps. To the extent that the Company's net exposure under a specific master agreement is an asset the Company utilizes the counterparty's default swap rate. If the net exposure under a specific master agreement is a liability the Company utilizes a default swap rate comparable to PQ Holdings Inc. The credit valuation adjustment is added to the discounted fair value to reflect the exit price that a market participant would be willing to receive to assume the Company's liabilities or that a market participant would be willing to pay for the Company's assets. As of December 31, 2015 and 2014 the credit valuation adjustment resulted in a minimal change in the fair value of the derivatives.

5. Accumulated Other Comprehensive Loss:

The following table presents cumulative changes in accumulated other comprehensive loss, net of tax for December 31, 2015, 2014, and 2013:

	December 31,		
	2015	**2014**	**2013**
Amortization and unrealized losses on pension and post retirement plans, net of tax of $26,739, $26,515, and $16,637	$ (47,587)	$ (49,474)	$ (31,176)
Unrecognized prior service credits (costs) on pension and post retirement plans, net of tax of $207, $174, and $137	(619)	(508)	(395)
Net changes in fair values of derivatives, net of tax of $1,735, $1,899, and $352	(2,624)	(2,881)	(455)
Foreign currency translation adjustments, net of tax of ($14,839), ($10,778), and ($5,881)	(81,143)	(43,774)	(19,729)
	$ (131,973)	$ (96,637)	$ (51,755)

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The following tables present the pre-tax, tax, and after-tax components of other comprehensive income (loss) for the twelve months ended December 31, 2015, 2014, and 2013:

	Twelve months ended December 31,								
	2015			2014			2013		
	Pre-tax amount	Tax benefit / (expense)	After-tax amount	Pre-tax amount	Tax benefit / (expense)	After-tax amount	Pre-tax amount	Tax benefit / (expense)	After-tax amount
Defined benefit and other postretirement plans									
Amortization and unrealized gaines (losses)	$ 1,664	$ 224	$ 1,888	$(28,176)	$ 9,878	$(18,298)	$ 26,783	$ (9,389)	$ 17,394
Unrecognized prior service costs	(145)	33	(112)	(150)	37	(113)	(171)	42	(129)
Benefit plans, net	1,519	257	1,776	(28,326)	9,915	(18,411)	26,612	(9,347)	17,265
Net gain (loss) from hedging activities	421	(164)	257	(3,973)	1,547	(2,426)	2,765	(1,065)	1,700
Foreign currency translation	(34,354)	(4,061)	(38,415)	(19,986)	(4,897)	(24,883)	(18,233)	459	(17,774)
Other comprehensive (loss) income	$(32,414)	$ (3,968)	$(36,382)	$(52,285)	$ 6,565	$(45,720)	$ 11,144	$ (9,953)	$ 1,191

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The following table presents the change in accumulated other comprehensive loss, net of tax, by component for the twelve months ended December 31, 2015, 2014, and 2013. Amounts in parentheses indicate debits.

	Defined benefit and other postretirement plans	Net gain (loss) from hedging activities	Foreign currency translation	Total
December 31, 2012	$ (48,836)	$ (2,155)	$ (1,856)	$ (52,847)
Other comprehensive income (loss) before reclassifications	15,513	437	(17,873)	(1,923)
Amounts reclassified from accumulated other comprehensive income[(a)]	1,752	1,263	—	3,015
Net current period other comprehensive income (loss)	17,265	1,700	(17,873)	1,092
December 31, 2013	$ (31,571)	$ (455)	$ (19,729)	$ (51,755)
Other comprehensive income (loss) before reclassifications	(19,249)	(2,526)	(24,045)	(45,820)
Amounts reclassified from accumulated other comprehensive income[(a)]	838	100	—	938
Net current period other comprehensive income (loss)	(18,411)	(2,426)	(24,045)	(44,882)
December 31, 2014	$ (49,982)	$ (2,881)	$ (43,774)	$ (96,637)
Other comprehensive income (loss) before reclassifications	3,359	3,124	(37,369)	(30,886)
Amounts reclassified from accumulated other comprehensive income[(a)]	(1,583)	(2,867)	—	(4,450)
Net current period other comprehensive income (loss)	1,776	257	(37,369)	(35,336)
December 31, 2015	$ (48,206)	$ (2,624)	$ (81,143)	$(131,973)

(a) See following table for details about these reclassifications

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The following table presents the reclassifications out of accumulated other comprehensive loss for the twelve months ended December 31, 2015, 2014, and 2013. Amounts in parentheses indicate debits to profit / loss.

Details about Accumulated Other Comprehensive Income Components	Amount Reclassified from Accumulated Other Comprehensive Income Twelve months ended December 31, 2015	2014	2013	Affected Line Item in the Statement Where Net Income is Presented
Defined benefit and other postretirement plans				
Amortization of prior service cost	$ 151	$ 151	$ 178	(a)
Amortization of net gain (loss)	(2,506)	(1,375)	(2,725)	(a)
	(2,355)	(1,224)	(2,547)	Total before tax
	772	386	795	Tax (expense) benefit
	$(1,583)	$ (838)	$(1,752)	Net of tax
Net gain (loss) from hedging activities				
Interest rate caps	$ (398)	$(1,434)	$(1,703)	Interest expense
Natural gas swaps	(4,226)	1,271	(350)	Cost of goods sold
	(4,624)	(163)	(2,053)	Total before tax
	1,757	63	790	Tax (expense) benefit
	$(2,867)	$ (100)	$(1,263)	Net of tax
Total reclassifications for the period	$(4,450)	$ (938)	$(3,015)	Net of tax

(a) These accumulated other comprehensive income (loss) components are included in the computation of net periodic pension cost (see Note 17 for additional details)

6. Other Operating Expense:

A summary of significant other operating expense is as follows:

	Year ended December 31, 2015	2014	2013
Amortization expense	$ 30,536	$ 31,438	$ 32,217
Transaction related costs	10,665	24,279	5,800
Management advisory fee	5,000	5,000	5,000
Environmental related costs	1,817	5,015	1,946
Demolition related costs	—	2,314	1,111
Restructuring, plant closure and severance related costs	3,672	729	1,010
Asset impairment	425	—	948
Net loss on asset disposals	1,548	694	653
Asset retirement obligation accretion	304	296	305
Sales of NOx credits	(4,037)	—	—
Bad debt, net	231	390	246
Other, net	1,355	993	137
	$ 51,516	$ 71,148	$ 49,373

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7. Accounts Receivable and Allowance for Doubtful Accounts:

The components of accounts receivable are presented as follows:

	December 31,	
	2015	2014
Trade accounts receivable	$ 119,908	$ 125,287
Allowance for doubtful accounts	(2,470)	(2,710)
	$ 117,438	$ 122,577

Following are changes in the allowance for doubtful accounts during the years ended December 31, 2015, 2014, and 2013:

	Year ended December 31,		
	2015	2014	2013
Beginning balance	$(2,710)	$(3,652)	$(3,607)
Decreases (increases)	(231)	(374)	(253)
Write-offs, net of recoveries	221	1,078	213
Foreign exchange impact	250	238	(5)
Ending balance	$(2,470)	$(2,710)	$(3,652)

8. Inventories:

Inventories were classified and valued as follows:

	December 31,	
	2015	2014
Finished products and work in process	$ 149,723	$ 140,780
Raw materials	47,370	48,506
	$ 197,093	$ 189,286
Valued at lower of cost or market:		
LIFO basis	$ 115,654	$ 103,090
FIFO or average cost basis	81,439	86,196
	$ 197,093	$ 189,286

If inventories valued under the LIFO basis had been valued using the FIFO method, inventories would have been $4,729 and $2,641 lower than reported at December 31, 2015 and 2014, respectively. The higher LIFO basis of inventory compared to the FIFO method is due to the purchase accounting fair value step-up of inventory associated with the 2007 Merger and subsequent acquisitions.

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9. Investments in Affiliated Companies:

The Company accounts for investments in affiliated companies under the equity method. Affiliated companies accounted for on the equity basis as of December 31, 2015 are as follows:

Company	Country	Percent Ownership
PQ Silicates Ltd.	Taiwan	50%
Zeolyst International	USA	50%
Zeolyst C.V.	Netherlands	50%
Quaker Holdings	South Africa	49%

Following is summarized information of the combined investments:

	December 31,	
	2015	2014
Current assets	$ 174,458	$ 162,854
Noncurrent assets	197,370	171,525
Current liabilities	37,803	40,724
Noncurrent liabilities	17,112	24,921

	Twelve months ended December 31,		
	2015	2014	2013
Net sales	$ 344,632	$ 240,254	$ 337,277
Gross profit	133,966	89,436	142,781
Operating income	97,149	54,728	112,171
Net income	95,432	63,502	112,419

The Company's investment in affiliates balance as of December 31, 2015 and 2014 includes net purchase accounting fair value adjustments of $66,207 and $68,593, respectively, consisting primarily of intangible assets such as customer relationships, formulations and product technology, and tradenames. Consolidated equity in net income from affiliates is net of $2,387, $2,387, and $2,387, of amortization expense related to purchase accounting fair value adjustments for the year ended December 31, 2015, 2014, and 2013.

The following table summarizes the activity related to the investments in affiliates balance on the consolidated balance sheet:

	Twelve months ended December 31,		
	2015	2014	2013
Balance at beginning of period	$ 202,745	$ 201,911	$ 163,223
Equity in net income of affiliated companies	47,712	31,746	56,195
Charges related to purchase accounting fair value adjustments	(2,387)	(2,387)	(2,387)
Dividends received	(30,089)	(34,255)	(33,050)
Investment in Zeolyst C.V.	10,000	10,000	18,000
Dissolution of investment in Nippon Highway Materials	—	—	9
Changes in foreign currency translation adjustments	(3,501)	(4,270)	(79)
Balance at end of period	$ 224,480	$ 202,745	$ 201,911

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The Company had net receivables due from affiliates of $4,410 and $3,407 as of December 31, 2015 and 2014, respectively, which are included in prepaid and other current assets. Net receivables due from affiliates are generally non-trade receivables. Sales to and purchases from affiliates were not material for the years presented.

10. Property, Plant and Equipment:

A summary of property, plant and equipment, at cost, and related accumulated depreciation is as follows:

	December 31,	
	2015	2014
Land	$ 77,239	$ 82,494
Buildings	177,723	174,295
Machinery and equipment	600,682	570,629
Construction in progress	115,336	91,380
	970,980	918,798
Less: accumulated depreciation	(401,812)	(372,082)
	$ 569,168	$ 546,716

Depreciation expense was $62,586, $59,904, and $57,089, for the years ended December 31, 2015, 2014, and 2013, respectively.

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11. Goodwill and Other Intangible Assets:

The changes in the carrying amount of goodwill for the years ended December 31, 2015 and 2014 is summarized as follows:

	Performance Chemicals Americas & Australia	Performance Chemicals EMEA & Asia	Catalysts	Specialty Glass Materials	Total
Balance as of January 1, 2015					
Goodwill	$ 277,153	$ 166,776	$ 132,770	$ 209,673	$ 786,372
Accumulated impairment losses	—	—	—	(65,031)	(65,031)
Total	277,153	166,776	132,770	144,642	721,341
Goodwill acquired during the year	9,896	—	—	—	9,896
Foreign exchange impact	(979)	(11,012)	(1,635)	(151)	(13,777)
Balance as of December 31, 2015					
Goodwill	286,070	155,764	131,135	209,522	782,491
Accumulated impairment losses	—	—	—	(65,031)	(65,031)
Total	$ 286,070	$ 155,764	$ 131,135	$ 144,491	$ 717,460
Balance as of January 1, 2014					
Goodwill	$ 277,528	$ 175,851	$ 134,059	$ 209,887	$ 797,325
Accumulated impairment losses	—	—	—	(65,031)	(65,031)
Total	277,528	175,851	134,059	144,856	732,294
Foreign exchange impact	(375)	(9,075)	(1,289)	(214)	(10,953)
Balance as of December 31, 2014					
Goodwill	277,153	166,776	132,770	209,673	786,372
Accumulated impairment losses	—	—	—	(65,031)	(65,031)
Total	$ 277,153	$ 166,776	$ 132,770	$ 144,642	$ 721,341

On May 1, 2015, the Company acquired certain assets and liabilities of a sodium silicate plant within the Performance Chemicals business of the Company for a total purchase price of $12,000. The Company accounted for the acquisition of these assets in accordance with ASC 805, “Business Combinations.” Under the purchase method of accounting, the acquired assets were recorded at their respective fair values as of the date of acquisition. The purchase price was allocated to tangible assets acquired and liabilities assumed based upon their estimated fair values. The fair value of identifiable assets acquired and liabilities assumed was $3,143 and $1,039, respectively, and principally included the acquisition of property, plant and equipment of $2,454, inventory of $689, and assumed liabilities of $1,039. The purchase price allocation, which is based on the estimated fair value of net assets acquired, resulted in the Company recording goodwill of $9,896. The Company believes that expected synergies of the acquisition is the primary reason that contributed to a total purchase price that resulted in the recognition of goodwill. Goodwill is expected to be fully deductible for tax purposes. The pro forma impact of this acquisition would not have been material to the Company’s results of operations for the years ended December 31, 2015 and 2014 respectively.

The Company completed its annual impairment assessments as of October 1, 2015 and 2014. For the annual assessments, the Company performed thetwo-step quantitative assessment for each of the reporting units. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly

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transaction between market participants at the measurement date. To determine the fair value of each reporting unit, the Company generally uses a market approach and an income, or discounted cash flow, approach.

In 2014, the Company determined fair value of its reporting units using only a market approach. The market value was estimated using publicly traded comparable company values by applying their most recent EBITDA multiples to the reporting unit's trailing twelve months EBITDA as well as indicative values from the 2014 Stock Purchase. As part of the 2014 Stock Purchase, the Company received bids on the various businesses which were used to value its reporting units as part of the market approach.

In 2015, the Company determined fair value of its reporting units using both a market approach and an income, or discounted cash flow, approach. Estimating the fair value of a reporting unit requires various assumptions including the use of projections of future cash flows and discount rates that reflect the risks associated with achieving those cash flows. The key assumptions used in estimating the fair values were the operating margin growth rates, revenue growth rates from implementation of strategic plans, the weighted average cost of capital, the perpetual growth rate, and the estimated earnings market multiples of each reporting unit. The market value was estimated using publicly traded comparable company values by applying their most recent EBITDA multiples to the reporting unit's trailing twelve months EBITDA. The income approach value was estimated using a discounted cash flow approach. The assumptions about future cash flows and growth rates are based on management's assessment of a number of factors including the reporting unit's recent performance against budget as well as management's ability to execute on planned future strategic initiatives. Discount rate assumptions are based on an assessment of the risk inherent in those future cash flows.

At October 1, 2015 and 2014, the fair value of each of the five reporting units exceeded their respective carrying values and, therefore, step two was not required.

The Company has trade names that are not subject to amortization of $104,415 and $108,972 as of December 31, 2015 and 2014, respectively. The change in trade names during the year was due to the foreign currency impact. The Company performed an annual quantitative assessment on its intangibles not subject to amortization and concluded that no impairment charge was warranted.

Gross carrying amounts and accumulated amortization for intangible assets with estimable useful lives are as follows:

	December 31, 2015			December 31, 2014		
	Gross Amounts	Accumulated Amortization	Net Balance	Gross Amounts	Accumulated Amortization	Net Balance
Formulations and product technology	$ 54,263	$ (37,192)	$ 17,071	$ 55,490	$ (33,361)	$ 22,129
Customer relationships	412,029	(209,809)	202,220	415,671	(186,949)	228,722
Trademarks	1,650	(1,471)	179	1,650	(1,306)	344
Patents	511	(364)	147	574	(366)	208
Total	$ 468,453	$ (248,836)	$ 219,617	$ 473,385	$ (221,982)	$ 251,403

The amortization periods for formulations and product technology range from seven to twelve years. The Company amortizes customer relationships over periods that range from nine to twenty years. Amortizable trademarks are amortized over a ten year period. The amortization periods for the patents range from eight to fourteen years.

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During the year ended December 31, 2015, 2014 and 2013, the Company wrote off fully amortized patents totaling $63, $4,047 and $338, respectively. During the year ended December 31, 2014 and 2013, the Company wrote off fully amortized noncompete agreements totaling $3,269 and $231, respectively

Total amortization of intangibles was $30,536, $31,438, and $32,217, for the years ended December 31, 2015, 2014, and 2013, respectively and is recorded in other operating expense in the consolidated statement of operations

Estimated future aggregate amortization expense of intangible assets is as follows:

Year	Amount
2016	$ 30,273
2017	27,663
2018	25,270
2019	23,863
2020	21,355
Thereafter	91,193
Total estimated future aggregate amortization expense	$ 219,617

12. Accrued Liabilities:

The following table summarizes the components of accrued liabilities as follows:

	December 31,	
	2015	2014
Compensation and bonus	$26,490	$31,133
Interest	11,730	11,710
Pension and other post retirement benefits	1,048	1,317
Supplemental retirement plans	1,168	1,167
Income taxes	8,161	8,150
Natural gas hedge agreements	3,119	3,606
Commissions and rebates	2,367	2,471
Environmental reserves	6,919	7,615
Property tax	1,229	1,082
Management sponsor fee	2,781	41
INEOS Group liability (see Note 20)	2,294	2,341
Other	6,191	7,471
Total	$73,497	$78,104

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13. Long-term Debt:

The summary of long-term debt is as follows:

	December 31,	
	2015	2014
Senior secured term loans with interest at 4.00% as of December 31, 2015 and as of December 31, 2014 (due August 2017)	$ 1,197,950	$ 1,210,300
Senior secured notes with interest at 8.75% as of December 31, 2015 and as of December 31, 2014 (due November 2018)	600,000	600,000
Revolving credit facility (due May 2017)	—	—
Other	23,158	23,184
Total debt	1,821,108	1,833,484
Original issue discount	(13,117)	(19,939)
Deferred financing costs	(4,228)	(6,141)
Total debt, net of original issue discount and deferred financing costs	1,803,763	1,807,404
Less: current portion	(14,508)	(14,534)
Total long-term debt	$ 1,789,255	$ 1,792,870

As discussed in Note 3, the Company has elected to adopt the requirements of ASU2015-03 as of December 31, 2015. In accordance with ASU2015-03, the Company has presented net deferred financing costs of $4,228 and $6,141 as of December 31, 2015 and 2014, respectively, as a direct reduction of long term debt in the table above.

On February 15, 2013, the Company re-priced its senior secured terms loans to lower the applicable interest rate. The Company repaid all outstanding senior secured term loans in the aggregate amount of $1,220,000 including accrued interest of $11,762 and a prepayment premium of 1.00% of the principal amount of the existing term loans, or $12,200, and issued new senior secured term loans in an aggregate principal amount of $1,235,000 (the “2013 Term Loans”). The Company incurred early debt repayment fees of $12,200, of which $6,508 was recorded as original issue discount to long-term debt and $5,692 was immediately written off as debt extinguishment costs. The Company also recorded $1,771 of new third party financing costs as deferred financing fees. In addition, previous unamortized deferred financing costs of $2,592 and original issue discount of $11,993 associated with the old debt were written off as debt extinguishment costs.

On March 27, 2014, the Company re-priced its senior secured terms loans to lower the applicable interest rate. The Company repaid all outstanding senior secured term loans in the aggregate amount of $1,222,650 including accrued interest of $2,971 and issued new senior secured term loans in an aggregate principal amount of $1,222,650 (the “2014 Term Loans”). The 2014 Term Loans have substantially identical terms to the existing term loans except borrowings under the 2014 Term Loans bear interest at a rate equal to the LIBOR rate or the base rate elected by the Company at the time of borrowing plus a margin of 3.00% or 2.00%, respectively. In addition, a prepayment premium of 1.00% will be payable on the 2014 Term Loans in the event of a re-pricing transaction prior to the one year anniversary of the effective date of the 2014 Term Loans. The Company recorded $536 of new creditor fees as original issue discount in long-term debt. In addition, previous unamortized deferred financing costs of $264 and original issue discount of $2,212 associated with the old debt were written off to debt extinguishment costs.

The Company incurred deferred financing fees associated with the financing of its debt. Such deferred financing costs are amortized over the terms of the related agreements. Amortization of deferred costs of $1,913,

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$1,967, and $1,892, for the years ended December 31, 2015, 2014, and 2013, were included in interest expense. In addition, the Company paid original issue discount associated with the financing of its debt. The original issue discount is amortized over the terms of the related agreements. Amortization of original issue discount of $6,822, $6,932, and $7,535, for the years ended December 31, 2015, 2014, and 2013, were included in interest expense.

Senior Secured Term Loans and Revolving Credit Facility

On November 8, 2012, the Company entered into a new senior secured credit facility having a first lien term loan in the amount of $1,220,000 with a maturity date of May 8, 2017. Borrowings under the first lien term facilities bear interest at a rate equal to the LIBOR rate or the base rate elected by the Company at the time of borrowing plus a margin of 4.25% or 3.25%, respectively. Further, the LIBOR or base rate elected under the facilities are also subject to a floor of 1.00% and 2.00%, respectively. The senior credit facility requires minimum quarterly principal payments of $3,050 on the first lien term loan, though such minimum payments may be reduced in accordance with any prepayments or increased if the amount of the Term Loans is increased.

On February 15, 2013, the Company re-priced its senior secured terms loans to lower the applicable interest rate and issued the 2013 Term Loans of $1,235,000. The 2013 Term Loans have substantially identical terms to the existing term loans except borrowings under the 2013 Term Loans bear interest at a rate equal to the LIBOR rate or the base rate elected by the Company at the time of borrowing plus a margin of 3.50% or 2.50%, respectively. In addition, the minimum quarterly principal payments increased to $3,088, the maturity date was extended to August 7, 2017, and the prepayment premium of 1.00% will be payable on the 2013 Term Loans in the event of a re-pricing transaction prior to the one year anniversary of the effective date of the 2013 Term Loans.

On March 27, 2014, the Company re-priced its senior secured terms loans to lower the applicable interest rate and issued the 2014 Term Loans of $1,222,650. The 2014 Term Loans have substantially identical terms to the existing term loans except borrowings under the 2014 Term Loans bear interest at a rate equal to the LIBOR rate or the base rate elected by the Company at the time of borrowing plus a margin of 3.00% or 2.00%, respectively. In addition, a prepayment premium of 1.00% will be payable on the 2014 Term Loans in the event of a re-pricing transaction prior to the one year anniversary of the effective date of the 2014 Term Loans.

The loans and guarantees under the senior credit facility are secured by first-priority liens in substantially all of the tangible and intangible assets of PQ Corporation and certain of its material subsidiaries, including pledges of all present and future shares of capital stock of PQ Corporation and certain guarantors and each of PQ Corporation's and such guarantors' material directly wholly-owned domestic subsidiaries and 65% of the present and future shares of capital stock of each of PQ Corporation's and such guarantors' directly owned foreign restricted subsidiaries (other than certain Cayman subsidiaries which guarantee the senior credit facility), in each case subject to certain thresholds, exceptions and customary permitted liens.

The senior credit facility further requires prepayments from all "net cash proceeds" received and "excess cash flow," if applicable. In accordance with the senior credit facility, net cash proceeds generally relate to proceeds received from the issuance or incurrence of certain indebtedness or proceeds received on the disposition of assets, adjusted for certain costs and expenses, and are payable promptly upon receipt, subject in the case of net cash proceeds from asset dispositions, to meeting the thresholds described below. Net cash proceeds in respect of asset dispositions are not payable if such proceeds are reinvested in the Company's business within a certain specified time period or if they are under certain minimum amounts, both on an individual basis for any given disposition and in the aggregate for dispositions that, individually, would not meet the threshold. Excess cash flow is to be calculated annually and is defined as consolidated net income adjusted for various expenditures

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and/or proceeds commencing with the fiscal year ending on December 31, 2014. Prepayments with respect to excess cash flow, if any, are to be made on an annual basis due within 10 days after the annual audited financials are delivered to the lenders thereunder of each year. The detailed calculations supporting those two prepayments are defined in the credit agreement. The remaining principal balance of the term loans are due upon maturity.

The senior credit facility provides for up to $150,000 in revolving credit borrowings. Borrowings under the revolving facility bear interest at a rate equal to the LIBOR or base rate elected by the Company at the time of borrowing plus a margin of 4.25% or 3.25%, respectively, subject to reduction based on certain leverage thresholds. In addition, there is an annual commitment fee equal to 0.50%, with a step-down to 0.25% based on certain leverage thresholds of the unused revolving credit borrowings available under the senior credit facility. Revolving credit borrowings are payable at the option of the Company throughout the term of the senior credit facility with the balance due May 8, 2017. As of December 31, 2015, there were no revolving credit borrowings under the senior credit facility. In accordance with the terms of the Company's senior credit facility, repayments made by the Company relating to outstanding revolver borrowings are applied to all lenders on a pro-rata basis, subject to certain exceptions.

The senior credit facility contains various non-financial restrictive covenants. It limits the ability of PQ Corporation and its restricted subsidiaries to incur certain indebtedness or liens, merge, consolidate or liquidate, dispose of certain property, make investments or declare or pay dividends, make optional payments, modify certain debt instruments, enter into certain transactions with affiliates, or enter into certain sales and leasebacks, and it also provides limitation on other non-financial restrictive covenants. The Senior Credit Facility also contains one financial restrictive covenant. Commencing at the end of the first full fiscal quarter after the effective date of the Agreement, which was November 8, 2012, as of the end of any fiscal quarter of the Company for the four fiscal quarter period ending on such date, the Company's Total Net First Lien Leverage Ratio, as defined, must be less than 5.75:1.00 (4.75:1.00 as of December 31, 2015), with annual step-downs. At December 31, 2015, the Company was in compliance with all loan covenants.

The Company may at any time or from time to time voluntarily prepay the senior secured loans in whole or in part without premium or penalty, except prior to the one year anniversary of the closing date, the Company shall pay a prepayment premium in an amount equal to 1.00% of the principal amount prepaid.

The Company has a $35,000 letter of credit sublimit under the senior credit facility subject to the availability under the revolving credit facility. The Company has letters of credit outstanding of $5,279 as of December 31, 2015, which reduce available borrowings under the revolving credit facility by such amounts.

Senior Secured Notes

On November 8, 2012, the Company issued $600,000 of 8.750% second lien senior secured notes due 2018 in transactions exempt from or not subject to registration under the Securities Act pursuant to Rule 144A and Regulation S under the Securities Act of 1933. The notes are senior secured obligations of the Company and rank equally in right of payment with all of the Company's existing and future senior debt and senior in right of payment to all of the Company' existing and future subordinated debt. The notes will be effectively subordinated to all of the Company's first lien senior secured debt, including the senior secured credit facility, to the extent of the value of the assets securing such debt. The notes will also be structurally subordinated to the liabilities of PQ Corporation's existing and future non-guarantor subsidiaries. The indenture relating to the notes contains various limitations on the Company's and its restricted subsidiaries' ability to incur additional indebtedness, pay dividends or repay certain debt, make loans and investments, sell assets, create liens, enter into transactions with affiliates, enter into agreements restricting PQ Corporation's subsidiaries ability to pay dividends, and merge and

consolidate with other companies, among other things. Interest on the notes is payable on May 1 and November 1 of each year, commencing May 1, 2013. No principal payments are required with respect to the notes prior to their final maturity. The notes mature on November 1, 2018. The obligations of the Company under the notes and the indenture are guaranteed by Holdings and CPQ Midco I Corporation, PQ Corporation's direct parent, and each of PQ Corporation's subsidiaries that is a guarantor under the new senior secured credit facility. The obligations of the Company under the notes and the indenture are secured by second-priority liens over substantially all of the tangible and intangible assets of Holdings and certain of its material subsidiaries, including pledges of all present and future shares of capital stock of CPQ Midco I Corporation, PQ Corporation and certain guarantors and each of PQ Corporation's and such guarantors' material directly wholly-owned domestic subsidiaries and 65% of the present and future shares of capital stock of each of PQ Corporation's and such guarantors' directly owned foreign restricted subsidiaries (other than certain Cayman subsidiaries which guarantee the notes), in each case subject to certain thresholds, exceptions and customary permitted liens.

If any event of default (other than a default relating to certain events of bankruptcy or insolvency of PQ Corporation or certain of its subsidiaries) shall occur and be continuing, the trustee or holders of at least 25% in principal amount of outstanding notes under the indenture may declare the principal of, premium, if any, and accrued but unpaid interest on all the notes to be due and payable and the same shall become immediately due and payable. If an event of default arising from certain events of bankruptcy or insolvency of the Company occurs, the principal of, premium, if any, and interest on all the notes shall become immediately due and payable without any declaration or other act on the part of the trustee or any holders.

Upon the occurrence of a Change of Control, each holder will have the right to require the Company to purchase all or any part of such holder's notes at a purchase price in cash equal to 101% of the principal amount, plus accrued and unpaid interest.

Other Debt

On October 24, 2013, the Company's subsidiary Potters Industries, LLC ("Potters") entered into a New Markets Tax Credit ("NMTC") financing arrangement with JPMorgan Chase Bank N.A. and several of its affiliates ("Chase") and TX CDE V LLC, an affiliate of Texas LIC Development Company LLC d/b/a Texas Community Development Capital ("TX CDE") to fund the expansion of Potters' manufacturing facility in Paris, Texas (the "NMTC Agreement"). The NMTC program, which is administered by the United States Treasury Department requires certain balance sheet commitments. The NMTC Agreement will provide the Company with certain monetary benefits as an offset to specifically identified capital expenditures. The NMTC Agreement requires that certain commitments and covenants be maintained over the course of the next 7 years, in order to legally recognize the benefit. Chase agreed to contribute $6,634 and an additional $15,632 in funds lent to Chase by Potters Holdings II, L.P. to TX CDE. TX CDE, in turn, lent $21,000 in the form of $5,368 and $15,632 notes, or the Loans, to Potters, which used the proceeds of the Loans to finance the expansion of Potters' manufacturing facility in Paris, Texas. The capital expenditures associated with the NMTC Agreement were completed in 2014. The $21,000 was outstanding as of December 31, 2015 and 2014.

In connection with the NMTC transaction, the Company has provided an indemnification related to our actions or inactions which cause either a NMTC disallowance or recapture event. In the event that we cause either a recapture or disallowance of the tax credits expected to be generated under this program, then we will be required to repay the disallowed or recaptured tax credits plus an amount sufficient to pay the taxes on such repayment, to the counterparty of the agreement. This indemnification covers our actions and inactions prior to September 6, 2020. The maximum potential amount of future payments under this indemnification is approximately $12,600. The Company currently believe that the likelihood of us being required to make a payment under this indemnification is remote.

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The Company also has several note payable agreements denominated in Japanese Yen which currently enables the Company to borrow up to a total of 260,000 Japanese Yen, or $2,158. Borrowings bear interest at either TIBOR ("Tokyo Interbank Offered Rate") plus a margin or the short-term prime rate with a weighted average rate of 0.63% as of December 31, 2015 and as of December 31, 2014. The terms of the agreements vary and are renewable upon expiration of the term with the balances due in 2016. Borrowings under the agreement are payable at the option of the Company throughout the term of the agreements. Borrowings outstanding under these agreements were $2,158 and $2,184 as of December 31, 2015 and 2014, respectively.

Certain of the Company's foreign subsidiaries maintain other note payable agreements. These agreements are not further described as they are not significant to the consolidated financial statements.

The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction. As of December 31, 2015 and 2014, the fair value of the senior secured term loan and senior secured bond was lower than book value by $30,760 and $3,206, respectively. The fair value of the senior secured term loans and notes were derived from published loan prices at December 31, 2015 and 2014, as applicable. The fair value is classified as Level 1 based upon the fair value hierarchy and is determined using unadjusted quoted prices in active markets for identical liabilities.

The aggregate long-term debt maturities are:

Year	Amount
2016	$ 14,508
2017	1,185,600
2018	600,000
2019	—
2020	—
Thereafter	21,000
	$ 1,821,108

Cash payments for interest were $103,108, $104,917, and $109,337, for the years ended December 31, 2015, 2014, and 2013, respectively.

14. Other Long-term Liabilities:

The following table summarizes the components of other long-term liabilities as follows:

	December 31,	
	2015	2014
Pension benefits	$ 58,725	$ 61,028
Other postretirement benefits	4,566	5,116
Supplemental retirement plans	12,960	13,851
Reserve for uncertain tax positions	9,941	17,631
Asset retirement obligation	3,532	3,452
INEOS Group liability (see Note 20)	3,091	4,116
Natural gas hedge agreements	732	603
Other	3,318	4,213
Total	$ 96,865	$ 110,010

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15. Financial Instruments:

The Company uses interest rate related derivative instruments to manage its exposure related to changes in interest rates on its variable-rate debt instruments and uses commodity derivatives to manage its exposure to commodity price fluctuations. The Company does not speculate using derivative instruments.

By using derivative financial instruments to hedge exposures to changes in interest rates and commodity prices, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is an asset, the counterparty owes the Company, which creates credit risk for the Company. When the fair value of a derivative contract is a liability, the Company owes the counterparty and, therefore, the Company is not exposed to the counterparty's credit risk in those circumstances. The Company minimizes counterparty credit risk in derivative instruments by entering into transactions with high quality counterparties. The derivative instruments entered into by the Company do not contain credit-risk-related contingent features.

Market risk is the adverse effect on the value of a derivative instrument that results from a change in interest rates, currency exchange rates, or commodity prices. The market risk associated with interest rate and commodity price contracts is managed by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken.

Use of Derivative Financial Instruments to Manage Commodity Price Risk. The Company is exposed to risks in energy costs due to fluctuations in energy prices, particularly natural gas. The Company has a hedging program in the United States which allows the Company to mitigate exposure to natural gas volatility with natural gas swap agreements. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices of comparable contracts. The respective current and non-current liabilities are recorded in accrued liabilities and other long-term liabilities and the respective current and non-current assets are recorded in prepaid and other current assets and other long-term assets, as applicable. As the derivatives are highly effective and are designated and qualify as cash-flow hedges, the related unrealized gains or losses are recorded in stockholders' equity as a component of other comprehensive income (loss), net of tax. Realized gains and losses on natural gas hedges are included in production cost and subsequently charged to cost of goods sold in the consolidated statements of operations in the period in which inventory is sold.

Use of Derivative Financial Instruments to Manage Interest Rate Risk. The Company is exposed to fluctuations in interest rates on the long-term senior secured term loan and revolving credit facility. Changes in interest rates will not affect the market value of such debt but will affect the amount of our interest payments over the term of the loans. Likewise, an increase in interest rates could have a material impact on the Company's cash flow. The Company hedges the interest rate fluctuations on debt obligations through interest rate cap agreements. The Company records these agreements at fair value as assets or liabilities. As the derivatives are highly effective and are designated and qualify as cash-flow hedges, the related unrealized gains or losses are deferred in stockholders' equity as a component of other comprehensive income (loss), net of tax. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices.

During 2013, the Company entered into interest rate cap agreements, paying a premium of $995 to mitigate interest rate volatility from September 2013 until March 2016, by employing a 2% cap rates on $800,000 of notional variable debt.

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The fair values of derivative instruments held are shown below:

	Balance sheet location	December 31, 2015	December 31, 2014
Asset derivatives:			
Derivatives designated as cash flow hedges:			
Interest rate caps	Other long-term assets	—	$ 49
Total asset derivatives		$ —	$ 49
Liability derivatives:			
Derivatives designated as cash flow hedges:			
Natural gas swaps	Accrued liabilities	$3,004	$3,205
Natural gas swaps	Other long-term liabilities	732	603
Derivatives not designated as cash flow hedges:			
Natural gas swaps	Accrued liabilities	210	401
Total liability derivatives		$3,946	$4,209

The following table shows the effect of the Company's derivative instruments designated as hedges on other comprehensive income (loss) (OCI) and the statement of income:

	Location in Earnings	Year ended December 31, 2015	2014	2013
Derivatives designated as cash flow hedges:				
AOCI derivative loss at beginning of year		$(4,220)	$ (202)	$(2,966)
Effective portion of changes in fair value recognized in OCI:				
Interest rate caps		(49)	(900)	(47)
Natural gas swaps		(4,154)	(3,566)	839
Natural gas caps		—	174	(81)
Amount of loss reclassified from OCI to earnings:				
Interest rate caps	Interest expense	398	1,434	1,703
Natural gas swaps	Cost of goods sold	4,226	(1,160)	350
AOCI derivative loss at end of year		$(3,799)	$(4,220)	$ (202)

Amounts of unrealized losses in OCI that are expected to be reclassified to the consolidated statement of operations over the next twelve months are $3,004 as of December 31, 2015.

16. Income Taxes:

Income (loss) before income taxes and noncontrolling interest within or outside the United States are shown below:

	December 31, 2015	2014	2013
Domestic	$(50,677)	$(71,392)	$(31,277)
Foreign	83,201	77,223	70,136
Total	$ 32,524	$ 5,831	$ 38,859

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The provision (benefit) for income taxes as shown in the accompanying consolidated statements of operations consists of the following:

	December 31,		
	2015	2014	2013
Current:			
Federal	$ 4	$ (682)	$ 1,136
State	303	317	(84)
Foreign	14,362	18,641	16,200
	14,669	18,276	17,252
Deferred:			
Federal	8,812	(9,686)	(1,795)
State	1,650	(1,175)	(2,291)
Foreign	(2,229)	133	(2,558)
	8,233	(10,728)	(6,644)
Provision (benefit) for income taxes	$22,902	$ 7,548	$ 10,608

A reconciliation of income tax expense (benefit) at the U.S. federal statutory income tax rate of 35% to actual income tax expense (benefit) is as follows:

	December 31,		
	2015	2014	2013
Tax at statutory rate	$ 11,383	$ 2,041	$ 13,600
State income taxes, net of federal income tax benefit	(2,760)	(2,011)	(2,858)
Repatriation of non-US earnings	22,869	5,919	10,011
Changes in uncertain tax positions	(1,919)	506	(732)
Change in valuation allowances	3,157	2,318	(1,816)
Change in state effective rates	214	(1,337)	308
Foreign withholding taxes	1,505	2,223	1,639
Foreign tax rate differential	(13,230)	(11,013)	(11,883)
Non-deductible transaction costs	322	6,782	—
Other, net	1,361	2,120	2,339
Provision (benefit) for income taxes	$ 22,902	$ 7,548	$ 10,608

The total tax provision of $22,902 for the twelve months ended December 31, 2015 on the Company's consolidatedpre-tax income for the period differs from the U.S. statutory tax rate of 35% principally due to the repatriation of non-US earnings, foreign income tax in jurisdictions with statutory rates different than the U.S. rate, state taxes, non-deductible transaction costs, foreign withholding taxes, changes in valuation allowance, and changes in uncertain tax positions.

The total tax provision of $7,548 for the twelve months ended December 31, 2014 on the Company's consolidatedpre-tax income for the period differs from the U.S. statutory tax rate of 35% principally due to the repatriation of non-US earnings, foreign income tax in jurisdictions with statutory rates different than the U.S. rate, state taxes, non-deductible transaction costs, foreign withholding taxes, changes in valuation allowance, and changes in uncertain tax positions.

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The total tax provision of $10,608 for the twelve months ended December 31, 2013 on the Company's consolidatedpre-tax income for the period differs from the U.S. statutory tax rate of 35% principally due to the repatriation of non-US earnings, foreign income tax in jurisdictions with statutory rates different than the U.S. rate, state taxes, foreign withholding taxes, changes in valuation allowance, and changes in uncertain tax positions.

Deferred tax assets (liabilities) are comprised of the following:

	December 31,	
	2015	2014
Deferred tax assets:		
Net operating loss carryforwards	$ 117,825	$ 125,972
Pension	23,327	24,713
Postretirement health	1,451	1,601
Transaction costs	2,409	3,380
Natural gas contracts	1,421	1,447
Interest rate swaps	25	158
Unrealized translation losses	7,145	7,552
Other	26,556	19,873
Valuation allowance	(40,078)	(39,178)
	$ 140,081	$ 145,518
Deferred tax liabilities:		
Depreciation	$ (42,962)	$ (43,079)
Undistributed earnings of non-US subsidiaries	(49,767)	(43,317)
LIFO reserve	(4,981)	(5,089)
Intangible assets	(132,556)	(142,072)
Other accruals	(18,821)	(19,759)
	$ (249,087)	$ (253,316)
Net deferred tax liabilities	$ (109,006)	$ (107,798)

Included in the 2015 deferred tax asset and liability amounts for depreciation, intangible assets, LIFO reserve, natural gas contracts, and other above is $42,451 of a net deferred tax liability related to the Company's investment in Potters Industries, LLC, which is a partnership for Federal income tax purposes. The Company and one of its subsidiaries own in aggregate 100% of Potters Industries, LLC and the assets and liabilities of Potters Industries, LLC are included in the consolidated financial statements of the Company.

The $109,006 in net deferred tax liabilities as of December 31, 2015 consists of $4,191 in netnon-current deferred tax assets and $113,197 in net non-current deferred tax liabilities.

The $107,798 in net deferred tax liabilities as of December 31, 2014 consists of $6,687 innon-current deferred tax assets and $114,485 in net non-current deferred tax liabilities.

The change in net deferred tax assets (liabilities) for the year ended December 31, 2015 was primarily related to the increase in deferred tax assets on accrued pension obligations, and book amortization of intangibles with no corresponding tax basis.

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The change in net deferred tax assets (liabilities) for the year ended December 31, 2015 was primarily related to the increase in deferred tax liabilities on the undistributed earnings of non-US subsidiaries, partially offset by the book amortization of intangibles with no corresponding tax basis.

Following are changes in the deferred tax valuation allowance during the years ended December 31, 2015, 2014, and 2013:

	Beginning Balance	Additions	Reductions	Ending Balance
Year ended December 31, 2015	$ 39,178	3,750	(2,850)	$40,078
Year ended December 31, 2014	37,141	3,702	(1,665)	39,178
Year ended December 31, 2013	36,649	6,302	(5,810)	37,141

The net change in the total valuation allowance was an increase of $900 in 2015. The valuation allowance at December 31, 2015 was primarily related to foreign and state net operating loss carryforwards and tax credits that, in the judgment of management, are not more likely than not to be realized. In assessing the realizability of deferred tax assets, management considered whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considered the scheduled reversal of deferred tax liabilities (including the impact of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies that are prudent in making this assessment. In order to fully realize deferred tax assets, the Company will need to generate future taxable income prior to the expiration of the net operating loss and credit carryforwards. The amount of the deferred tax assets considered realizable, however, could be reduced in the near term if estimates of future taxable income during the carryforward period are reduced.

Management considered certain earnings in non-U.S. subsidiaries to be available for repatriation in the future. The tax cost associated with non-U.S. subsidiary earnings and distributions for the years ended December 31, 2015 and 2014 has been recorded as tax expense for the period. In this regard the Company expects to deduct, rather than credit, foreign tax expense in computing the U.S. tax effects of repatriation from non-U.S. subsidiaries in 2015 and 2014. The unremitted earnings of non-U.S. subsidiaries and affiliates that have not been reinvested abroad indefinitely amount to $129,139 as of December 31, 2015. The deferred U.S. federal and state income tax liability and deferred foreign withholding tax liability on these undistributed earnings is estimated to be $49,767.

At December 31, 2015, the cumulative unremitted earnings of foreign subsidiaries outside the United States, considered permanently reinvested, for which no income or withholding taxes have been provided, approximated $94,475. Such earnings are expected to be reinvested indefinitely and, as a result, no deferred tax liability has been recognized with regard to such earnings. Determination of the deferred income tax liability on these unremitted earnings is not practicable principally because such liability, if any, is dependent on circumstances existing if and when remittance occurs.

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The following table summarizes the activity related to our gross unrecognized tax benefits:

	December 31,	
	2015	2014
Balance at beginning of period	$ 15,503	$ 16,180
Increases related to prior year tax positions	8,271	163
Decreases related to prior year tax positions	(2,035)	(1,021)
Increases related to current year tax positions	768	740
Decreases related to settlements with taxing authorities	(3,033)	(270)
Decreases related to lapsing of statute of limitations	(55)	(289)
Balance at end of period	$ 19,419	$ 15,503

Included in the balance of total unrecognized tax benefits are potential benefits of $19,419 and $15,503, that if recognized, would affect the effective tax rate on income from continuing operations as of December 31, 2015 and 2014, respectively.

Interest and penalties recognized related to uncertain tax positions amounted to ($1,313), $976 and $152 in 2015, 2014 and 2013, respectively. To the extent interest and penalties are not assessed with respect to uncertain tax positions, amounts accrued will be reduced and reflected as a reduction of the overall income tax provision in the period for which the event occurs requiring the adjustment. The accrued interest and penalties as of December 31, 2015 and 2014 are $3,131 and $5,843, respectively, and are recorded in other long-term liabilities in the consolidated balance sheet.

The Company files numerous consolidated and separate income tax returns in the U.S. Federal jurisdiction and in many state and foreign jurisdictions. The following describes the open tax years, by major tax jurisdiction, as of December 31, 2015:

Jurisdiction	Period
United States—Federal	2011 - Present
United States—State	2008 - Present
Canada (a)	2009 - Present
Germany	2010 - Present
Netherlands	2011 - Present
Mexico	2010 - Present
United Kingdom	2010 - Present
Brazil	2010 - Present

(a)—Includes federal as well as local jurisdictions

Given that the U.S. Company has net operating loss carryforwards, the statute for examination by taxing authorities in the United States, and certain state jurisdictions, will remain open for a period following the use of such net operating loss carryforwards extending the period for examination beyond the years indicated above.

The Company has subsidiaries in various states, provinces and countries that are currently under audit for years ranging from 2003 through 2015. To date, no material adjustments have been proposed as a result of these audits. As of December 31, 2015, the Company does not believe that there are any positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

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The Company has a net operating loss carry-forward ("NOL") available of $288,017 to reduce future federal taxes payable. The federal carry-forward period is 20 years. $29,278 relates to periods prior to the 2007 Merger. $258,559 relates to periods after the 2007 Merger but prior to the 2014 Stock Purchase. $180 relates to periods after the 2014 Stock Purchase. Both, the 2007 Merger and 2014 Stock Purchase triggered the change in control provisions under IRC §382. Although subject to the limitations of IRC §382, management believes it is more likely than not that the Company will realize the entire $287,837 in pre-transaction NOLs in future years. The remaining $180 relates to NOLs generated following the 2014 Stock Purchase and would not be subject to IRC §382.

For state income tax purposes the Company incurred net operating losses of $14,997 for 2015 that may be carried forward at periods ranging from 5 to 20 years among the states in which the Company is subject to tax to reduce future state income taxes payable. Cumulative state net operating losses carrying forward into 2016 are $461,980. A valuation allowance of $12,789 has been applied against the total $18,511 of state net operating loss deferred tax assets, leaving losses of $5,722 that have been recognized for financial accounting purposes for the portion of those losses that the Company believes, on a more likely than not basis, will be realized.

Foreign net operating losses of $43,287, of which $14,563 will begin to expire in 2029 and the remaining $28,724 carried forward indefinitely, are available to reduce future foreign income taxes payable. A valuation allowance of $10,046 has been applied to $10,622 of deferred tax assets related to foreign net operating loss carry-forwards, leaving a net deferred tax asset relating to foreign net operating losses of $576 that have been recognized for financial accounting purposes.

Cash payments (refunds) for income taxes are as follows:

	December 31,		
	2015	2014	2013
Domestic	$ 143	$ 1,248	$ 366
Foreign	20,047	15,918	14,019
	$20,190	$17,166	$14,385

17. Benefit Plans:

The Company sponsors defined benefit pension plans covering employees in the United States and Canada and certain employees at its subsidiaries outside of North America ("Other"). Benefits for a majority of the Plans are based on average final pay and years of service. The Company's funding policy is to fund the minimum required contribution under local statutory requirements. The Company uses a December 31 measurement date for its defined benefit plans.

The Company sponsors unfunded plans to provide certain health care benefits to retired employees in the United States and Canada. These plans were closed to new retirees in the United States and Canada as of December 31, 2006. The plans pay a stated percentage of medical expenses reduced by deductibles and other coverage. The plans are unfunded and obligations are paid out of the Company's operations.

The Company also has defined benefit supplementary retirement plans which provide benefits for certain U.S. employees in excess of qualified plan limitations. The obligations are paid out of the Company's general assets, including assets held in a Rabbi trust, or restoration plan assets.

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Defined Benefit Plans

The following tables summarize changes in the benefit obligation, the plan assets and the funded status of our significant benefit plans as well as the components of net periodic benefit costs, including key assumptions.

	U.S. and Canada		Other	
	December 31,		December 31,	
	2015	2014	2015	2014
Change in benefit obligation:				
Benefit obligation at beginning of period	$ 210,546	$ 180,248	$ 86,410	$ 61,995
Service cost	—	—	3,269	2,708
Interest cost	7,797	8,149	2,490	3,271
Participant contributions	—	—	342	401
Plan amendments	—	—	(354)	—
Settlement	—	—	(102)	—
Benefits paid	(8,554)	(8,459)	(1,202)	(1,405)
Expenses paid	—	—	(214)	(216)
Plan combinations	—	—	—	9,929
Actuarial (gains) losses	(8,458)	32,291	(6,823)	19,374
Translation adjustment	(3,124)	(1,683)	(9,416)	(9,647)
Benefit obligation at end of the period	$ 198,207	$ 210,546	$ 74,400	$ 86,410
Change in plan assets:				
Fair value of plan assets at beginning of period	$ 172,445	$ 158,528	$ 66,022	$ 43,466
Actual return on plan assets	(2,925)	21,116	(623)	16,940
Employers contributions	289	2,745	3,224	3,269
Employee contributions	—	—	342	401
Plan settlements	—	—	(102)	—
Benefits paid	(8,554)	(8,459)	(1,202)	(1,405)
Expenses paid	—	—	(214)	(216)
Plan combinations	—	—	—	10,565
Translation adjustment	(2,811)	(1,485)	(7,286)	(6,998)
Fair value of plan assets at end of the period	$ 158,444	$ 172,445	$ 60,161	$ 66,022
Funded status of the plans (underfunded)	$ (39,763)	$ (38,101)	$ (14,239)	$ (20,388)

Amounts recognized in the consolidated balance sheets consist of:

	U.S. and Canada		Other	
	December 31,		December 31,	
	2015	2014	2015	2014
Noncurrent asset	$ —	$ —	$ 4,174	$ 2,066
Current liability	—	—	(300)	(429)
Noncurrent liability	(39,763)	(38,101)	(18,113)	(22,025)
Accumulated other comprehensive loss	(41,863)	(40,731)	(292)	(4,434)
Net amount recognized	$(81,626)	$(78,832)	$(14,531)	$ (24,822)

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Amounts recognized in accumulated other comprehensive loss consist of:

	U.S. and Canada December 31,		Other December 31,	
	2015	2014	2015	2014
Prior service credit	$ —	$ —	$ 1,655	$ 1,619
Net gain (loss)	(66,584)	(63,940)	(2,954)	(8,365)
Gross amount recognized	(66,584)	(63,940)	(1,299)	(6,746)
Deferred income taxes	24,721	23,209	1,007	2,312
Net amount recognized	$(41,863)	$(40,731)	$ (292)	$(4,434)

Components of net periodic benefit cost consist of:

	U.S. and Canada December 31,			Other December 31,		
	2015	2014	2013	2015	2014	2013
Service cost	$ —	$ —	$ —	$ 3,269	$ 2,708	$ 2,713
Interest cost	7,797	8,149	7,156	2,490	3,271	2,843
Expected return on plan assets	(10,696)	(11,389)	(10,673)	(2,315)	(2,492)	(2,022)
Amortization of prior service cost	—	—	—	(151)	(151)	(171)
Amortization of net (gain) loss	1,835	1,181	2,226	484	155	348
Settlement loss recognized	—	—	—	3	—	—
Net periodic expense	$ (1,064)	$ (2,059)	$ (1,291)	$ 3,780	$ 3,491	$ 3,711

The estimated net actuarial loss (gain) for the pension plans that will be amortized from accumulated other comprehensive income into benefit cost in 2016 is $1,926 in the Company's U.S. and Canada pension plans and $275 for the Company's Other pension plans. The estimated prior service cost (credit) that will be amortized from accumulated other comprehensive income into benefit cost in 2016 is ($149) for the Company's Other pension plans.

The total accumulated benefit obligation as of December 31, 2015 and 2014 for the U.S. and Canadian plans was $196,087 and $207,757, respectively. The total accumulated benefit obligation as of December 31, 2015 and 2014 for the Other pension plans was $71,551 and $82,290, respectively.

The following table presents selected information about the Company's pension plans with accumulated benefit obligations in excess of plan assets:

	U.S. and Canada December 31,		Other December 31,	
	2015	2014	2015	2014
Projected benefit obligation	$ 182,522	$ 191,187	$ 48,334	$ 57,319
Accumulated benefit obligation	182,522	191,187	45,599	53,587
Fair value of plan assets	143,887	155,454	29,920	34,865

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Significant weighted average assumptions used in determining the pension obligations include the following:

	U.S. and Canada		Other	
	December 31,		December 31,	
	2015	2014	2015	2014
Discount rate	4.20%	3.82%	3.60%	3.26%
Compensation increase	0.28%	0.34%	2.80%	2.81%

Significant weighted average assumptions used in determining net periodic benefit cost include the following:

	U.S. and Canada			Other		
	December 31,			December 31,		
	2015	2014	2013	2015	2014	2013
Discount rate	3.82%	4.64%	3.67%	3.26%	4.69%	4.91%
Compensation increase	0.30%	0.34%	0.40%	2.81%	3.11%	3.53%
Long-term rate of return	6.45%	7.34%	7.34%	3.77%	4.59%	5.04%

The U.S. discount rates were determined by utilizing a yield curve model. The model develops a spot rate curve based on the yields available from a broad based universe of high quality corporate bonds. The discount rate is then set as the weighted average spot rate, using the plan's expected benefit cash flows as the weights.

The rate of compensation increase on the U.S. plan was zero for the years ended December 31, 2015, 2014, and 2013, as all future accruals were frozen in the United States as of December 31, 2006 in accordance with the plan amendment approved in 2005. The rate of compensation increase in determining the pension obligation on the Canadian plan was 3.50% and 3.75% for the year ended December 31, 2015 and 2014, respectively. The rate of compensation increase in determining the net periodic benefit cost on the Canadian plan was 3.75% for the years ended December 31, 2015, 2014 and 2013. In determining the expected return on plan assets, the Company considers the relative weighting of plan assets, the historical performance of total plan assets and individual asset classes, and expected future performance. In addition, the Company may consult with and consider the opinions of our external advisors in developing appropriate return benchmarks.

The investment objective for the U.S. plan is to generate returns sufficient to meet future obligations. The strategy to meet the objective includes generating attractive returns using higher returning assets such as equity securities and balancing risk using less volatile assets such as fixed income securities. The plan invests in an allocation of assets across the three broadly-defined financial asset categories of equity, fixed income and cash. The target allocations for plan assets are 45 percent equity securities and 55 percent fixed income investments.

Similar considerations are applied to the investment objectives of thenon-US plans as well as the asset classes available in each location and any legal restrictions on plan investments.

The Company categorized plan assets into a Fair Value Hierarchy. The hierarchy consists of three levels as follows:

- Level 1—Values are unadjusted quoted prices for identical assets and liabilities in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets. Level 1 assets primarily include investments in

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publicly traded equity securities and mutual funds. These securities (or the underlying investments of the funds) are actively traded and valued using quoted prices for identical securities from the market exchanges.

- Level 2—Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument. Such inputs include market interest rates and volatilities, spreads and yield curves. Level 2 assets primarily consist of fixed-income securities and comingled funds that are not actively traded or whose underlying investments are valued using observable marketplace inputs. The fair value of plan assets invested in fixed-income securities is generally determined using valuation models that use observable inputs such as interest rates, bond yields, low-volume market quotes and quoted prices for similar assets. Plan assets that are invested in comingled funds are valued using a unit price or net asset value ("NAV") that is based on the underlying investments of the fund.
- Level 3—Certain inputs are unobservable (supported by little or no market activity) and significant to the fair value measurement. Unobservable inputs reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date. Level 3 assets include investments covered by insurance policies and real estate funds valued using significant un-observable inputs.

	Fair value measurements at December 31, 2015			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 1,317	$ 1,241	$ 76	$ —
Equity securities:				
U.S. investment funds	39,064	39,064	—	—
International investment funds	44,655	24,935	19,720	—
Fixed income securities:				
Government securities	20,308	—	20,308	—
Corporate bonds	4,859	—	4,859	—
Investment fund bonds	90,021	79,211	10,810	—
Other:				
Insurance policies	18,295	—	15,237	3,058
Total	$ 218,519	$ 144,451	$ 71,010	$ 3,058

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	Fair value measurements at December 31, 2014			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 1,247	$ 1,079	$ 168	$ —
Equity securities:				
U.S. investment funds	49,664	49,664	—	—
International investment funds	40,298	19,037	21,261	—
Fixed income securities:				
Government securities	17,277	—	17,277	—
Corporate bonds	4,132	—	4,132	—
Investment fund bonds	104,130	92,485	11,645	—
Other:				
Insurance policies	21,721	—	18,543	3,178
Total	$ 238,469	$ 162,265	$ 73,026	$ 3,178

The changes in the level 3 pension plan assets for the years ended December 31, 2015 and 2014 were as follows:

	Insurance policies
Balance at December 31, 2013	$ 3,259
Actual return on plan assets	24
Benefits paid	(43)
Contributions	355
Exchange rate changes	(417)
Balance at December 31, 2014	3,178
Actual return on plan assets	(77)
Benefits paid	(36)
Contributions	317
Exchange rate changes	(324)
Balance at December 31, 2015	$ 3,058

The Company expects to contribute $244 to the U.S. and Canada pension plans and $4,078 to the Other pension plans in 2016.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year	U.S. and Canada	Other
2016	$10,888	$ 1,404
2017	11,226	1,961
2018	11,806	1,704
2019	11,666	2,584
2020	11,885	2,255
Years 2021-2025	61,132	15,062

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Certain of the Company's foreign subsidiaries maintain other defined benefit plans that are consistent with statutory practices. These plans are not included in the disclosures above as they are not significant to the consolidated financial statements.

Supplemental Retirement Plans

The following tables summarize changes in the benefit obligation, the plan assets and the funded status of our defined benefit supplementary retirement plans as well as the components of net periodic benefit costs, including key assumptions.

	December 31,	
	2015	2014
Change in benefit obligation:		
Benefit obligation at beginning of period	$ 15,018	$ 13,447
Interest cost	529	556
Benefits paid	(1,179)	(1,239)
Actuarial (gain)/losses	(240)	2,254
Benefit obligation at end of period	$ 14,128	$ 15,018
Change in plan assets:		
Fair value of plan assets at beginning of period	$ —	$ —
Employers contributions	1,179	1,239
Benefits paid	(1,179)	(1,239)
Fair value of plan assets at end of period	$ —	$ —
Funded status of the plans (underfunded)	$(14,128)	$(15,018)

Amounts recognized in the consolidated balance sheets consist of:

	December 31,	
	2015	2014
Current liability	$ (1,168)	$ (1,167)
Noncurrent liability	(12,960)	(13,851)
Accumulated other comprehensive loss	(3,519)	(3,822)
Net amount recognized	$(17,647)	$(18,840)

Amounts recognized in accumulated other comprehensive loss consist of:

	December 31,	
	2015	2014
Net loss	$(5,726)	$(6,215)
Gross amount recognized	(5,726)	(6,215)
Deferred income taxes	2,207	2,393
Net amount recognized	$(3,519)	$(3,822)

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Components of net periodic benefit cost consist of:

	December 31,		
	2015	2014	2013
Interest cost	$529	$556	$483
Amortization of net loss	248	150	198
Net periodic expense	$777	$706	$681

The estimated net actuarial loss (gain) for the pension plans that will be amortized from accumulated other comprehensive loss into benefits cost in 2016 is $216 for our defined benefit supplementary retirement plans.

The accumulated benefit obligation of our defined benefit supplemental retirement plans for the years ended December 31, 2015 and 2014 was $14,128 and $15,019, respectively.

The discount rate used in determining the supplemental retirement plan pension obligations was 4.00% and 3.60% for the years ended December 31, 2015 and 2014, respectively.

The discount rate used in determining net periodic benefit cost was 3.60%, 4.30%, and 3.30%, for the years ended December 31, 2015, 2014, and 2013, respectively. The rate of compensation increase for the fiscal years ended December 31, 2015, 2014, and 2013, was zero as all future accruals were frozen for the defined supplemental retirement plans as of December 31, 2006 in accordance with the plan amendment approved in 2005.

The Company expects to contribute $1,168 to the defined benefit supplementary retirement plans in 2016.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year	Amount
2016	$ 1,168
2017	1,143
2018	1,115
2019	1,085
2020	1,055
Years 2021-2025	4,816

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Other Postretirement Benefit Plans

The following tables summarize changes in the benefit obligation, the plan assets and the funded status of our other postretirement benefit plans as well as the components of net periodic benefit costs, including key assumptions.

	December 31,	
	2015	2014
Change in benefit obligation:		
Benefit obligation at beginning of period	$ 5,586	$ 6,352
Interest cost	172	201
Employee contributions	279	281
Benefits paid	(1,306)	(1,060)
Medical subsidies received	164	93
Premiums paid	(3)	(3)
Actuarial (gain)/losses	227	(153)
Translation adjustment	(218)	(125)
Benefit obligation at end of period	$ 4,901	$ 5,586
Change in plan assets:		
Fair value of plan assets at beginning of period	$ —	$ —
Employers contributions	866	689
Employee contributions	279	281
Benefits paid	(1,306)	(1,060)
Medical subsidies received	164	93
Premiums paid	(3)	(3)
Fair value of plan assets at end of period	$ —	$ —
Funded status of the plans (underfunded)	$(4,901)	$(5,586)

Amounts recognized in the consolidated balance sheets consist of:

	December 31,	
	2015	2014
Current liability	$ (747)	$ (888)
Noncurrent liability	(4,154)	(4,698)
Accumulated other comprehensive income	422	500
Net amount recognized	$(4,479)	$(5,086)

Amounts recognized in accumulated other comprehensive income consist of:

	December 31,	
	2015	2014
Net gain	$ 949	$1,153
Gross amount recognized	949	1,153
Deferred income taxes	(527)	(653)
Net amount recognized	$ 422	$ 500

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Components of net periodic benefit cost consist of:

	December 31,		
	2015	2014	2013
Interest cost	$172	$ 201	$185
Amortization of net (gain) loss	(61)	(112)	(36)
Net periodic expense	$111	$ 89	$149

The estimated net actuarial loss (gain) for the pension plans that will be amortized from accumulated other comprehensive income into benefits cost in 2016 is ($51) for our retiree health plans.

Significant weighted average assumptions used in determining the net periodic benefit cost, the postretirement benefit obligations, and trend rate include the following:

	December 31,	
	2015	2014
Benefit obligation:		
Discount rate (benefit obligation)	3.64%	3.32%
Immediate trend rate	7.28%	7.52%
Ultimate trend rate	4.50%	4.50%
Year that the rate reaches ultimate trend rate	2035	2028

	December 31,		
	2015	2014	2013
Benefit cost:			
Discount rate (benefit cost)	3.32%	3.66%	2.79%
Immediate trend rate	7.52%	7.72%	7.87%
Ultimate trend rate	4.50%	4.50%	4.50%
Year that the rate reaches ultimate trend rate	2028	2028	2028

A 1% change in the assumed health care cost trend would have increased (decreased) the accumulated postretirement benefit obligation at December 31, 2015 and the periodic postretirement benefit cost for the year ended as follows:

	1% Increase	1% Decrease
Accumulated postretirement benefit obligation	262	(260)
Periodic postretirement benefit cost	9	(8)

The Company expects to contribute $747 to the retiree health plans in 2016.

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The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

Year	Amount
2016	$ 747
2017	719
2018	593
2019	528
2020	460
Years 2021-2025	1,188

There are no expected Medicare subsidy receipts expected in future periods.

Certain of the Company's foreign subsidiaries maintain other postretirement benefit plans that are consistent with statutory practices. These plans are not included in the disclosures above as they are not significant to the consolidated financial statements.

Defined Contribution Plans

The Company also has defined contribution plans covering domestic employees of the Company and certain subsidiaries. The Company recorded expenses of $6,638, $7,826, and $8,713, related to these plans for the years ended December 31, 2015, 2014, and 2013, respectively.

18. Stock-Based Compensation:

The Company applies the fair value based method to account for stock options and awards.

On January 29, 2014, CPQ Holding Corporation changed its name to PQ Holdings Inc.

On September 28, 2007, the Company established the CPQ Holding Corporation Stock Incentive Plan, (the "Stock Incentive Plan"). On July 2, 2008, the Stock Incentive Plan was amended. The number of shares that may be issued under the amended Stock Incentive Plan or be subject to awards may not exceed 692,495 shares. In accordance with the Stock Incentive Plan, the Company has the authority to issue restricted stock, options, stock appreciation rights, deferred stock units, and dividends.

In 2007 and 2008, the Company issued 355,269 shares of restricted Class A common stock and 895 deferred stock units under the Stock Incentive Plan. In February 2010, the Company issued 340,981 additional shares of restricted Class A common stock under the Stock Incentive Plan, of which a portion of the shares were awarded to certain employees new to the Stock Incentive Plan and a portion of the shares were awarded to certain employees previously awarded shares in 2007 and 2008. The restricted stock includes three separate tranches for vesting purposes; (1) Service shares, (2) Tranche 1 Performance shares, and (3) Tranche 2 Performance shares. The Service shares' vesting is based on satisfying certain service conditions and the Tranche 1 and Tranche 2 shares' vesting is based on satisfying certain performance conditions. All of the Service shares vested on certain dates during 2007, 2008, 2009, 2010 and 2011, subject to the employees' continued service with the Company on such dates. In connection with the 2014 Stock Purchase, the vesting of Tranche 1 Performance shares was modified to provided that those shares will vest as follows: 100% of each grant fully vests on any Measurement Date, as defined in the amendment to the shareholder's restricted stock agreement, upon certain investment funds affiliated with CCMP having received Proceeds, as defined, resulting in an MOI, as defined, of at least 2.0,

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subject to the employee's continued service with the Company through the vesting date. "MOI" is defined, as of the Measurement Date, as the quotient obtained on or prior to such Measurement Date by dividing (i) the sum of Proceeds received on such Measurement Date and all prior Measurement Dates, by (ii) the Principal Investment. All of the Tranche 2 Performance shares vested when the Company met three specified annual EBITDA targets, subject to the employees' continued service with the Company on such dates when the EBITDA targets were met. The fair value of the awards was determined using multiples of EBITDA and the income approach, based on discounted free cash flow.

In 2015, the Company issued 57,923 shares of restricted Class D common stock and 34,628 shares of Class C options. Both share issuances have various vesting features, including satisfying certain service based and performance based conditions. The fair value of the Class D common stock awards was determined based on the equity valuation from recent transactions. The fair value of the Class C options was determined using a Black-Scholes option pricing model.

Activity of nonvested shares of restricted Class D common stock granted under the Company's Stock Incentive Plan is shown below The weighted-average grant-date fair value of the restricted Class D common stock granted during 2015 was $160.71.

	Number of shares		Weighted average grant date fair value (per share)	
	Class A	Class D	Class A	Class D
Nonvested awards, December 31, 2014	200,665	—	$ 7.09	$ —
Granted during year	—	57,923	$ —	$ 160.71
Vested during year	—	(2,225)	$ —	$ 160.71
Nonvested awards, December 31, 2015	200,665	55,698	$ 7.09	$ 160.71

Compensation expense for all stock- based awards was $3,358, $0, and $1,011, for years ended December 31, 2015, 2014, and 2013, respectively, commensurate with the estimated vesting of the underlying awards.

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19. Common Stock:

As of December 31, 2015 and 2014, the Company has the following capital stock:

	December 31,	
	2015	2014
Class A common stock (Par value $0.01):		
Authorized	150,000,000	150,000,000
Issued	680,678	680,678
Outstanding	582,280	582,593
Class B common stock (Par value $0.01):		
Authorized	30,000,000	30,000,000
Issued	5,100,795	5,100,795
Outstanding	5,087,995	5,087,995
Class C common stock (Par value $0.01):		
Authorized	10,000,000	10,000,000
Issued	48,820	48,820
Outstanding	48,820	48,820
Class D common stock (Par value $0.01):		
Authorized	1,500,000	1,500,000
Issued	84,258	5,800
Outstanding	84,258	5,800
Preferred stock (Par value $0.01):		
Authorized	1,500,000	1,500,000
Issued	—	—
Outstanding	—	—

In conjunction with the 2007 Merger, the Company received $315,000 of capital. In connection with the 2008 INEOS Acquisition, the Company received an additional $192,830 of capital. During 2009, the Company received an additional $2,250 of capital.

The 2007 Merger was accounted for as a purchase in accordance with U.S. GAAP. As a result of a 6.6% continuing ownership interest in PQ Holdings Inc. by certain stockholders (“Continuing Stockholders”), 93.4% of the purchase price was allocated to the assets and liabilities acquired at their respective fair values with the remaining 6.6% recorded at the Continuing Stockholders’ historical book values as of the date of the acquisition. As a result of the carryover of the Continuing Stockholders’ historical basis, stockholders’ equity (deficit) of PQ Holdings Inc. has been reduced by $53,532.

In connection with the 2014 Stock Purchase, Class C and Class D shares were authorized and issued. Class C and Class D shares are identical to Class A and Class B shares, respectively, except they do not have voting rights.

20. Commitments and Contingent Liabilities:

There is a risk of environmental impact in chemical manufacturing operations. The Company’s environmental policies and practices are designed to ensure compliance with existing laws and regulations and to minimize the possibility of significant environmental impact. The Company is also subject to various other lawsuits and claims with respect to matters such as governmental regulations, labor, and other actions arising out

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of the normal course of business. No accrual for these matters currently exists, with the exception of those listed below, because management believes that the liabilities resulting from such lawsuits and claims are not probable or reasonably estimable.

The Company triggered the requirement of New Jersey's Industrial Site Recovery Act ("ISRA") statute. As required under ISRA, a General Information Notice with respect to the Company's two New Jersey locations was filed with the New Jersey Department of Environmental Protection ("NJDEP") in December 2004 and again in July 2007. Based on an initial review of the facilities by the NJDEP in 2005, the Company estimated that $500 will be required for contamination assessment and removal work at these facilities, and had recorded a reserve for such amount as of December 31, 2005. During subsequent years, it was determined that additional assessment, removal and remediation work would be required and the reserve was increased to cover the estimated cost of such work. In addition, during this period, work had been performed and the reserve was reduced for actual costs incurred for the assessment and remediation work. As of December 31, 2015 and 2014, the Company has recorded a reserve of $1,625 and $2,039 for costs required for contamination assessment and remediation work at these facilities. The amounts charged to pre-tax earnings for environmental remediation and related costs/(benefits) were $0, $(89), and $1,500, for the years ended December 31, 2015, 2014, and 2013, respectively, and are recorded as other operation expense in the consolidated statements of operations. There may be additional costs related to soil and ground water remediation, but until further investigation takes place, the Company cannot reasonably estimate the amount of additional liability that may exist.

As part of a Delaware River Basin Commission ("DRBC") required Pollutant Minimization Plan ("PMP"), in July 2013 the Company's Chester facility conducted limited paint sampling for polychlorinated biphenyls ("PCBs"). Also, as part of demolition, repair and maintenance projects scheduled for the Company's Baltimore facility in 2014, the Company conducted limited paint sampling during the fall of 2013 for waste categorization purposes. Paint samples were analyzed for PCB Aroclor 1254, the specific PCB congener commonly used in the manufacture of paint until the late 1970s. The Company's analytical results indicated that PCB Aroclor 1254 is present in paint on some structures (e.g., piping, structural steel, tanks) in excess of the fifty (50) parts per million ("ppm") regulatory threshold. Under the Toxic Substances Control Act ("TSCA"), there is no requirement to test in use paint for PCB content. However, once PCB content is identified at concentrations at or above the regulatory threshold, absent specific approval from the U.S. Environmental Protection Agency ("EPA"), the PCB-containing paint is regulated as an unauthorized use of PCBs, and the paint must be addressed. The Company is preparing to abate painted surfaces that have tested positive for PCBs at levels exceeding 50 ppm in 2015. As of December 31, 2015 and 2014, the Company recorded a reserve of $2,157 and $2,644 for the anticipated remediation costs of known PCB painted structures at the Company's Baltimore and Chester facilities. The amounts charged to pre-tax earnings for remediation costs of known PCB painted structures were $1,000 and $2,935, for the years ended December 31, 2015 and 2014, respectively, and are recorded as other operation expense in the consolidated statements of operations.

In 2011, the Company installed a Continuous Emissions Monitor ("CEM") to measure CO, NOx and Opacity emissions from a furnace at our Chester facility in Pennsylvania. Since this time, the Company has conducted Relative Accuracy Test Audits ("RATA") as part of its efforts to certify the CEM. On May 5, 2014, Pennsylvania Department of Environmental Protection ("PADEP") officially notified the Company that it was certifying the CEM based on RATA test results dating back to November 2011 and to start entering data previously recorded by the CEM into the Agency's on-line database. During the third and fourth quarters of 2014, the Company officially entered data recorded from the CEM up until the second quarter of 2013. On January 8, 2015, the Environmental Program Manager for the Southeast Regional Office Air Quality Program of PADEP notified the Company that it would like to meet to discuss penalty calculations associated with CO and NOx emissions based on the CEM data. The penalty amount starting with fourth quarter 2011 through the second

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quarter 2013 indicated in PADEP's communication to the Company totals to $1,489. The Company is planning to meet with PADEP to propose significant reductions in the penalty amounts cited by the Agency. As of December 31, 2015 and 2014, the Company has recorded a reserve of $1,700 and $1,489, respectively, associated with the PADEP penalty and is recorded as other operation expense in the consolidated statements of operations.

As part of the 2008 INEOS Silicas Acquisition, the Company acquired a manufacturing facility at Warrington, United Kingdom. Asbestos-containing building material is present at the site, and asbestos removal and insulation replacement initiatives are underway. As of December 31, 2015 and 2014, the Company has recorded a reserve of $639 and $671, respectively, for costs related to this program.

In 2008, the Company sold the property of a manufacturing facility located in the United States to the local port authority. In 2009, the port authority commissioned an environmental investigation of portions of the property. In 2010, the port authority advised the Company of alleged soil and groundwater contamination on the property and alleged the Company liable for certain conditions. The Company received and reviewed the environmental investigation documentation and determined it may have liability with respect to some, but not all, of the alleged contamination. Respective legal counsel for the Company and the Port of Tacoma are currently engaged in efforts to negotiate the terms of a cost sharing agreement for the funding of additional study and subsequent abatement work to the extent necessary for the site. As of December 31, 2015 and 2014, the Company has recorded a reserve of $707 and $728, respectively, for costs related to this potential liability.

As part of the 2008 INEOS Silicas Acquisition, the Company is liable for potential multi-year UK tax benefits. The Company is contractually obligated to make a payment on an annual basis on its UK taxable results, which can fluctuate period to period, until there is a change in control, as defined in the purchase agreement. As of December 31, 2015 and 2014, the Company has accrued $5,385 and $6,457, respectively, for this matter representing the expected payment owed on the calculation of the liability for the tax year ended 2015 and 2014. The Company recorded these expenses as transaction related costs in other operating expense, net.

The Company has entered into various lease agreements for the rental of office and plant facilities and equipment, substantially all of which are classified as operating leases. Total rent expense under these agreements was $14,551, $13,476, and $10,939, for the years ended December 31, 2015, 2014, and 2013, respectively.

Total rent due under non-cancelable operating lease commitments are:

Year	Amount
2016	$10,659
2017	7,714
2018	4,398
2019	2,754
2020	1,905
Thereafter	3,964
	$31,394

The Company rents its corporate office under a long-term operating lease agreement, which contains a provision for a mid-term rent increase. The Company records monthly rent expense equal to the total of the payments due over the lease term, divided by the number of months of the lease term. The difference between rent expense recorded and the amount paid is credited or charged to deferred rent liability, which is reflected in the consolidated balance sheet.

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The Company has entered into short and long-term purchase commitments for various key raw materials and energy requirements. The purchase obligations include agreements to purchase goods that are enforceable and legally binding and that specify all significant terms. The purchase commitments covered by these agreements are with various suppliers and total approximately $13,031.

Purchases under these agreements are expected to be:

Year	Amount
2016	$ 6,108
2017	2,240
2018	1,130
2019	775
2020	775
Thereafter	2,003
	$13,031

21. Related Party Transactions:

The Company maintains certain policies and procedures for the review, approval, and ratification of related party transactions to ensure that all transactions with selected parties are fair, reasonable and in the Company's best interest. All significant relationships and transactions are separately identified by management if they meet the definition of a related party or a related party transaction. Related party transactions include transactions that occurred during the year, or are currently proposed, in which the Company was or will be a participant and which any related person had or will have a direct or indirect material interest. All related party transactions are reviewed, approved and documented by the appropriate level of the Company's management in accordance with these policies and procedures.

PQ Holdings Inc., TC Group IV, L.L.C., an affiliate of The Carlyle Group, and PQ Corporation entered into a consulting agreement relating to the provision of certain financial and strategic advisory services and consulting services. The Company paid a one-time fee in the amount of $12,000 on July 30, 2007 for structuring the 2007 Merger. In addition, the Company agreed to pay an annual monitoring fee equal to $2,000. In conjunction with the 2008 INEOS Silicas Acquisition, the consulting agreement was amended whereby the Company agreed to increase the annual monitoring fee equal to $3,000, which was recorded in other operating expense in the consolidated statements of operations for the years ended December 31, 2014 and 2013. TC Group IV, L.L.C. assigned the consulting agreement to Carlyle Investment Management L.L.C., another affiliate of The Carlyle Group on June 7, 2012.

PQ Holdings Inc., INEOS, and PQ Corporation entered into a consulting agreement relating to the provision of certain financial and strategic advisory services and consulting services. The Company paid a one-time fee in the amount of $6,000 on July 2, 2008 for structuring the 2008 INEOS Silicas Acquisition. In addition, the Company agreed to pay an annual monitoring fee equal to $2,000, which was recorded in other operating expense in the consolidated statements of operations for the years ended December 31, 2014 and 2013.

In conjunction with the 2014 Stock Purchase, PQ Holdings Inc., CCMP, and PQ Corporation entered into a consulting agreement relating to the provision of certain financial and strategic advisory services and consulting services. Similarly, the consulting agreement between PQ Holdings, INEOS, and PQ Corporation was amended and restated. Under the new consulting agreements, the Company agreed to pay an annual monitoring fee of

PQ HOLDINGS INC. AND SUBSIDIARIES
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(Dollars in thousands, except per share amounts)

$5,000 distributed to CCMP and INEOS equal to the Pro Rata Percentage, as defined, between CCMP and INEOS, which was recorded in other operating expense in the consolidated statements of operations for the year ended December 31, 2015.

The Company entered into a Joint Venture Agreement (the "ZI Partnership Agreement") in 1988 with CRI Zeolites Inc., a Royal Dutch Shell plc affiliate, to form Zeolyst International, our 50/50 joint venture partnership (the "Partnership"). Under the terms of the ZI Partnership Agreement, the Partnership leases certain land used in its Kansas City production facilities from PQ Corporation. This lease, which has been recorded as an operating lease, provided for rental payments of $265, $250, and $235 for the years ended December 31, 2015, 2014 and 2013, respectively. The terms of this lease are evergreen as long as the Partnership agreement is in place. The Partnership purchases certain of its raw materials from the Company and is charged for various manufacturing costs incurred at the Company's Kansas City production facility. The amount of these costs charged to the Partnership during the years ended December 31, 2015, 2014, and 2013, were $14,551, $14,284, and $13,044, respectively. Certain administrative, marketing, engineering, management-related, and research and development services are provided to the Partnership by the Company. During the years ended December 31, 2015, 2014, and 2013, the Partnership was charged $12,551, $10,164, and $9,769, respectively, for these services. In addition, the Partnership was charged certain product demonstration costs of $1,598, $1,832, and $1,970, during the years ended December 31, 2015, 2014, and 2013, respectively.

From time to time, the Company makes sales to portfolio companies of funds that are affiliated with CCMP and companies that are affiliated with INEOS, but these sales are not material.

22. Customer Concentration:

There were no single customers with revenue transactions greater than 10% of total revenues for the years ended December 31, 2015, 2014, and 2013.

23. Subsequent Events:

The Company has evaluated subsequent events from the balance sheet date through March 5, 2016, the date at which the financial statements were available to be issued, and determined there are no additional items to disclose.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)
(unaudited)

	March 31, 2016	December 31, 2015
ASSETS		
Cash and cash equivalents	$ 44,195	$ 53,507
Receivables, net	137,706	117,438
Inventories	205,488	197,093
Prepaid and other current assets	19,550	19,006
Total current assets	406,939	387,044
Investments in affiliated companies	225,647	224,480
Property, plant and equipment, net	576,534	569,168
Goodwill	720,321	717,460
Other intangible assets, net	316,946	324,032
Other long-term assets	47,525	45,900
Total assets	$ 2,293,912	$ 2,268,084
LIABILITIES		
Notes payable and current maturities of long-term debt	$ 31,661	$ 14,508
Accounts payable	91,570	104,645
Accrued liabilities	81,588	73,497
Total current liabilities	204,819	192,650
Long-term debt	1,788,351	1,789,255
Deferred income taxes	119,594	113,197
Other long-term liabilities	95,147	96,865
Total liabilities	2,207,911	2,191,967
Commitments and contingencies (Note 13)		
EQUITY		
Common stock, Class A ($0.01 par); authorized shares 150,000,000; issued shares 680,678; outstanding shares 581,798 and 582,280 on March 31, 2016 and December 31, 2015, respectively.	6	6
Common stock, Class B ($0.01 par); authorized shares 30,000,000; issued shares 5,100,795; outstanding shares 5,087,995 on March 31, 2016 and December 31, 2015.	51	51
Common stock, Class C ($0.01 par); authorized shares 10,000,000; issued shares 48,820; outstanding shares 48,820 on March 31, 2016 and December 31, 2015.	—	—
Common stock, Class D ($0.01 par); authorized shares 1,500,000; issued shares 86,903 and 84,258; outstanding shares 28,560 on March 31, 2016 and December 31, 2015.	1	1
Additional paid-in capital	467,670	466,476
Accumulated deficit	(262,911)	(264,013)
Treasury stock, at cost; shares 98,880 and 98,398 (Class A), 12,800 (Class B), 0 (Class C), 0 (Class D) on March 31, 2016 and December 31, 2015, respectively.	(916)	(916)
Accumulated other comprehensive loss	(124,799)	(131,973)
Total PQ Holdings Inc. equity	79,102	69,632
Noncontrolling interest	6,899	6,485
Total equity	86,001	76,117
Total liabilities and equity	$ 2,293,912	$ 2,268,084

See accompanying notes to condensed consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands)
(unaudited)

	Three months ended March 31,	
	2016	2015
Sales	$ 237,393	$ 245,291
Cost of goods sold	173,613	180,528
Gross profit	63,780	64,763
Selling, general and administrative expenses	28,524	27,683
Other operating expense, net	11,461	15,193
Operating income	23,795	21,887
Equity in net income from affiliated companies	4,659	7,559
Interest expense	26,413	26,914
Other (income) expense, net	(3,422)	18,071
Income (loss) before income taxes and noncontrolling interest	5,463	(15,539)
Provision (benefit) for income taxes	3,904	(1,817)
Net income (loss)	1,559	(13,722)
Less: Net income attributable to the noncontrolling interest	457	505
Net income (loss) attributable to PQ Holdings Inc.	$ 1,102	$ (14,227)

See accompanying notes to condensed consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands)
(unaudited)

	Three months ended March 31,	
	2016	2015
Net income (loss)	$1,559	$(13,722)
Other comprehensive income (loss), net of tax:		
Pension and postretirement benefits	363	397
Net gain (loss) from hedging activities	58	(191)
Foreign currency translation	6,710	(20,347)
Total other comprehensive income (loss)	7,131	(20,141)
Comprehensive income (loss)	8,690	(33,863)
Less: Comprehensive income attributable to noncontrolling interests	414	318
Comprehensive income (loss) attributable to PQ Holdings Inc.	$8,276	$(34,181)

See accompanying notes to condensed consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)
(unaudited)

	Common stock, Class A	Common stock, Class B	Common stock, Class C	Common stock, Class D	Additional paid-in capital	Accumulated deficit	Treasury stock, at cost	Accumulated other comprehensive income (loss)	Noncontrolling interest	Total
Balance, December 31, 2015	$ 6	$ 51	$ —	$ 1	$466,476	$ (264,013)	$ (916)	$ (131,973)	$ 6,485	$76,117
Net income	—	—	—	—	—	1,102	—	—	457	1,559
Other comprehensive income (loss)	—	—	—	—	—	—	—	7,174	(43)	7,131
Stock compensation for restricted stock awards	—	—	—	—	1,194	—	—	—	—	1,194
Balance, March 31, 2016	$ 6	$ 51	$ —	$ 1	$467,670	$ (262,911)	$ (916)	$ (124,799)	$ 6,899	$86,001

	Common stock, Class A	Common stock, Class B	Common stock, Class C	Common stock, Class D	Additional paid-in capital	Accumulated deficit	Treasury stock, at cost	Accumulated other comprehensive income (loss)	Noncontrolling interest	Total
Balance, December 31, 2014	$ 6	$ 51	$ —	$ —	$459,819	$ (271,864)	$ (916)	$ (96,637)	$ 7,089	$ 97,548
Net income (loss)	—	—	—	—	—	(14,227)	—	—	505	(13,722)
Other comprehensive income (loss)	—	—	—	—	—	—	—	(19,954)	(187)	(20,141)
Dividend distribution	—	—	—	—	—	—	—	—	(153)	(153)
Balance, March 31, 2015	$ 6	$ 51	$ —	$ —	$459,819	$ (286,091)	$ (916)	$ (116,591)	$ 7,254	$ 63,532

See accompanying notes to condensed consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three months ended March 31,	
	2016	2015
Cash flows from operating activities:		
Net income (loss)	$ 1,559	$ (13,722)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation	16,077	14,877
Amortization	7,544	7,638
Amortization of deferred financing costs and original issue discount	2,183	2,184
Hedge premium amortization	66	99
Foreign currency exchange (gain) loss	(3,206)	18,204
Pension and postretirement healthcare benefit expense	1,157	923
Pension and postretirement healthcare benefit funding	(2,124)	(2,687)
Deferred income tax provision (benefit)	2,590	(3,327)
Net (gain) loss on asset disposals	301	(25)
Supplemental pension plan mark-to-market loss gain	(304)	(182)
Stock compensation	1,194	—
Equity in net income from affiliated companies	(4,659)	(7,559)
Dividends received from affiliated companies	5,000	—
Working capital changes that provided (used) cash:		
Receivables	(17,976)	(21,939)
Inventories	(6,225)	(13,326)
Prepaids and other current assets	(541)	(1,371)
Accounts payable	(1,919)	3,838
Accrued liabilities	5,655	4,954
Other, net	(143)	(452)
Net cash provided by (used in) operating activities	6,229	(11,873)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(29,503)	(21,723)
Other, net	(2)	(36)
Net cash used in investing activities	(29,505)	(21,759)
Cash flows from financing activities:		
Draw down of revolver	42,000	—
Repayments of revolver	(25,000)	—
Repayments of long-term debt	(3,088)	(3,087)
Distributions to noncontrolling interests	—	(153)
Net cash provided by (used in) financing activities	13,912	(3,240)
Effect of exchange rate changes on cash	52	(3,562)
Net change in cash and cash equivalents	(9,312)	(40,434)
Cash and cash equivalents at beginning of period	53,507	100,836
Cash and cash equivalents at end of period	$ 44,195	$ 60,402
Non-cash investing activity:		
Capital expenditures acquired on account but unpaid as of the period end	$ 9,256	$ 9,149

See accompanying notes to condensed consolidated financial statements.

PQ HOLDINGS INC. AND SUBSIDIARIES
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(Dollars in thousands)
(unaudited)

1. Background and Basis of Presentation:

PQ Holdings Inc. and subsidiaries (the "Company") conducts operations through three principal businesses: Performance Chemicals: a fully integrated, global leader in silicate technology, producing sodium silicate, specialty silicas, zeolites, spray dry silicates, magnesium silicate, and other high performance chemical products used in a variety of end-uses such as adsorbents for surface coatings, clarifying agents for beverages, cleaning and personal care products; Catalysts: an integrated silica catalyst and specialty zeolite-based catalyst producer with leading global market positions, producing silica catalyst used in the production of high-density polyethylene ("HDPE"), and specialty zeolite-based catalysts sold to the emissions control industry, the petrochemical industry and other areas of the broader chemicals industry; and Specialty Glass Materials: a leading global producer of engineered glass products for use in highway safety, polymer additives, metal finishing and electronics end markets, which is comprised of Highway Safety and Engineered Glass Materials ("EGM"). Highway Safety manufactures glass beads used for airport, highway and road safety applications to improve visibility in wet and nighttime driving conditions, where EGM produces solid and hollow glass spheres for use as polymer additives and fillers in specialized plastics, as engineered peening beads in metal finishing and as conductives in consumer electronics and other applications.

The Company experiences some seasonality, primarily with respect to the Specialty Glass Materials business. As the road striping season occurs during warmer weather, sales and earnings are generated primarily during the second and third quarters. Working capital is built during the first and second quarters of the year, while cash generation occurs primarily in the second half of the fiscal year.

The condensed consolidated financial statements included herein are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial reporting. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations for interim reporting. In the opinion of management, all adjustments of a normal and recurring nature necessary to state fairly the financial position and results of operations have been included. The year-end condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. The results of operations are not necessarily indicative of the results to be expected for the full year. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto for the year ended December 31, 2015. The Company has continued to follow the accounting policies set forth in those consolidated statements.

2. Recently Issued Accounting Standards:

In March 2016, the Financial Accounting Standards Board ("FASB") issued guidance that includes targeted improvements to the accounting for employee stock-based compensation. The updates in the guidance include changes in the income tax consequences, balance sheet classification and cash flow statement reporting of stock-based payment transactions. The guidance also includes certain modifications applicable only to nonpublic entities. The guidance is effective for public entities for annual periods beginning after December 15, 2016, and interim periods within those years, with early application permitted. The Company is evaluating the impact that the new guidance will have on its consolidated financial statements.

In February 2016, the FASB issued guidance that amends the accounting for leases. Under the new guidance, a lessee will recognize assets and liabilities for most leases but will recognize expenses similar to current lease accounting. The guidance is effective for public companies for fiscal years, and interim periods

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within those fiscal years, beginning after December 15, 2018. Early adoption is permitted. The new guidance must be adopted using a modified retrospective transition, and provides for certain practical expedients. The Company is currently evaluating the impact that the new guidance will have on its consolidated financial statements. The Company has operating lease agreements for which it expects to recognize right of use assets and corresponding liabilities on its balance sheet upon adoption of the new guidance.

In September 2015, the FASB issued guidance that will change the requirements for reporting measurement period adjustments to provisional amounts initially recognized in conjunction with a business combination. Under GAAP, an acquiring entity currently is required to retrospectively adjust, in prior period financial statements, the provisional amounts to reflect new information obtained during the measurement period (a period, which may not exceed one year from the date of the business combination, during which the acquiring entity may receive information about the facts and circumstances existing as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of the acquisition date). Under the new guidance, adjustments to the provisional amounts will be reflected in the financial statements for the reporting period in which the adjustments are determined, including by recognizing in current period earnings the full effect of changes in depreciation, amortization or other income effects. The guidance requires that the acquiring entity either present separately on the face of the current period income statement or disclose in the notes to the current period financial statement, by line item, the amount of the adjustments made during the current period. The Company adopted the new guidance effective January 1, 2016. The Company will apply the adjustments prescribed by the guidance prospectively to new acquisitions. The guidance had no impact upon adoption on the Company's consolidated financial statements.

In July 2015, the FASB issued new guidance that changes the measurement principle for inventory from the lower of cost or market to the lower of cost or net realizable value. The amendments in this guidance do not apply to inventory that is measured using last-in, first-out ("LIFO") or the retail inventory method; rather, the amendments apply to all other inventory, which includes inventory that is measured using first-in, first-out ("FIFO") or average cost. Within the scope of this new guidance, an entity should measure inventory at the lower of cost or net realizable value. Net realizable value is defined as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation, which is consistent with existing GAAP. The new guidance will be effective for public entities for fiscal years beginning after December 15, 2016, including interim periods within those years. The Company does not expect this guidance to have a significant impact on its consolidated financial statements.

In August 2014, the FASB issued guidance regarding management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern within one year of the issuance of the financial statements. If substantial doubt exists, additional disclosures would be required. This guidance will be effective starting with the annual period ending after December 15, 2016, with early adoption permitted. The Company does not expect this guidance to have a significant impact on its consolidated financial statements.

In May 2014, the FASB issued accounting guidance (with subsequent targeted amendments) that will significantly enhance comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets. The core principle of the guidance is that revenue recognized from a transaction or event that arises from a contract with a customer should reflect the consideration to which an entity expects to be entitled in exchange for goods or services provided. To achieve that core principle the new guidance sets forth a five-step revenue recognition model that will need to be applied consistently to all contracts with customers, except those that are within the scope of other topics in the Accounting Standards Codification ("ASC"). Also required are enhanced disclosures to help users of financial statements better understand the nature, amount, timing and

uncertainty of revenues and cash flows from contracts with customers. The enhanced disclosures include qualitative and quantitative information about contracts with customers, significant judgments made in applying the revenue guidance, and assets recognized related to the costs to obtain or fulfill a contract. These new requirements for public entities become effective for annual reporting periods beginning after December 15, 2017, including interim periods within those years. The Company is assessing the impact of these new requirements on its financial statements.

3. Fair Value Measurements:

Fair values are based on quoted market prices when available. When market prices are not available, fair value is generally estimated using discounted cash flow analyses, incorporating current market inputs for similar financial instruments with comparable terms and credit quality. In instances where there is little or no market activity for the same or similar instruments, the Company estimates fair value using methods, models and assumptions that management believes a hypothetical market participant would use to determine a current transaction price. These valuation techniques involve some level of management estimation and judgment which becomes significant with increasingly complex instruments or pricing models. Where appropriate, adjustments are included to reflect the risk inherent in a particular methodology, model or input used.

The Company's financial assets and liabilities carried at fair value have been classified based upon a fair value hierarchy. The hierarchy gives the highest ranking to fair values determined using unadjusted quoted prices in active markets for identical assets and liabilities (Level 1) and the lowest ranking to fair values determined using methodologies and models with unobservable inputs (Level 3). The classification of an asset or a liability is based on the lowest level input that is significant to its measurement. For example, a Level 3 fair value measurement may include inputs that are both observable (Levels 1 and 2) and unobservable (Level 3). The levels of the fair value hierarchy are as follows:

- Level 1 – Values are unadjusted quoted prices for identical assets and liabilities in active markets accessible at the measurement date. Active markets provide pricing data for trades occurring at least weekly and include exchanges and dealer markets.
- Level 2 – Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices from those willing to trade in markets that are not active, or other inputs that are observable or can be corroborated by market data for the term of the instrument. Such inputs include market interest rates and volatilities, spreads and yield curves.
- Level 3 – Certain inputs are unobservable (supported by little or no market activity) and significant to the fair value measurement. Unobservable inputs reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the reporting date.

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The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of March 31, 2016 and December 31, 2015, and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. Financial assets and liabilities measured at fair value on a recurring basis are summarized as follows:

	As of March 31, 2016	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Restoration plan assets	$ 5,987	$ 5,987	$ —	$ —
Total	$ 5,987	$ 5,987	$ —	$ —
Liabilities:				
Derivative contracts	$ 3,918	$ —	$ 3,918	$ —
Total	$ 3,918	$ —	$ 3,918	$ —

	As of December 31, 2015	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Restoration plan assets	$ 5,927	$ 5,927	$ —	$ —
Total	$ 5,927	$ 5,927	$ —	$ —
Liabilities:				
Derivative contracts	$ 3,946	$ —	$ 3,946	$ —
Total	$ 3,946	$ —	$ 3,946	$ —

Restoration plan assets

The fair values of the Company's restoration plan assets are determined through quoted prices in active markets. Restoration plan assets are assets held in a Rabbi trust to fund the obligations of the Company's defined benefit supplementary retirement plans and include various stock and fixed income mutual funds. See Note 12 to these condensed consolidated financial statements regarding defined supplementary retirement plans.

Derivative contracts

Derivative assets and liabilities can be exchange-traded or traded over the counter ("OTC"). The Company generally values exchange-traded derivatives using models that calibrate to market transactions and eliminate timing differences between the closing price of the exchange-traded derivatives and their underlying instruments. OTC derivatives are valued using market transactions and other market evidence whenever possible, including market-based inputs to models, model calibration to market transactions, broker or dealer quotations or alternative pricing sources with reasonable levels of price transparency. When models are used, the selection of a particular model to value an OTC derivative depends on the contractual terms of, and specific risks inherent in, the instrument as well as the availability of pricing information in the market. The Company generally uses similar models to value similar instruments. Valuation models require a variety of inputs, including contractual terms, market prices and rates, forward curves, measures of volatility, and correlations of such inputs. For OTC

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derivatives that trade in liquid markets, such as forward contracts, swaps and options, model inputs can generally be corroborated by observable market data by correlation or other means, and model selection does not involve significant management judgment.

The Company has interest rate caps and natural gas caps and swaps that are fair valued using Level 2 inputs. In addition, the Company applies a credit valuation adjustment to reflect credit risk which is calculated based on credit default swaps. To the extent that the Company's net exposure under a specific master agreement is an asset, the Company utilizes the counterparty's default swap rate. If the net exposure under a specific master agreement is a liability, the Company utilizes a default swap rate comparable to PQ Holdings Inc. The credit valuation adjustment is added to the discounted fair value to reflect the exit price that a market participant would be willing to receive to assume the Company's liabilities or that a market participant would be willing to pay for the Company's assets. As of March 31, 2016 and December 31, 2015, the credit valuation adjustment resulted in a minimal change in the fair value of the derivatives.

4. Accumulated Other Comprehensive Loss:

The following table presents the tax effects of each component of other comprehensive income (loss) for the three months ended March 31, 2016 and 2015:

	Three months ended March 31,					
	2016			2015		
	Pre-tax amount	Tax benefit / (expense)	After-tax amount	Pre-tax amount	Tax benefit / (expense)	After-tax amount
Defined benefit and other postretirement plans						
Amortization and unrealized gains	$ 591	$ (200)	$ 391	$ 625	$ (202)	$ 423
Unrecognized prior service costs	(37)	9	(28)	(35)	9	(26)
Benefit plans, net	554	(191)	363	590	(193)	397
Net gain (loss) from hedging activities	84	(26)	58	(309)	118	(191)
Foreign currency translation	4,005	2,705	6,710	(17,959)	(2,388)	(20,347)
Other comprehensive income (loss)	$ 4,643	$ 2,488	$ 7,131	$ (17,678)	$ (2,463)	$ (20,141)

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The following table presents the change in accumulated other comprehensive loss, net of tax, by component for the three months ended March 31, 2016 and 2015:

	Defined benefit and other postretirement plans	Net gain (loss) from hedging activities	Foreign currency translation	Total
December 31, 2015	$ (48,206)	$ (2,624)	$ (81,143)	$(131,973)
Other comprehensive income (loss) before reclassifications	1,814	795	6,753	9,362
Amounts reclassified from accumulated other comprehensive income (loss)[(a)]	(1,451)	(737)	—	(2,188)
Net current period other comprehensive income (loss) attributable to PQ Holdings Inc.	363	58	6,753	7,174
March 31, 2016	$ (47,843)	$ (2,566)	$ (74,390)	$(124,799)
December 31, 2014	$ (49,982)	$ (2,881)	$ (43,774)	$ (96,637)
Other comprehensive income (loss) before reclassifications	1,983	423	(20,160)	(17,754)
Amounts reclassified from accumulated other comprehensive income (loss)[(a)]	(1,586)	(614)	—	(2,200)
Net current period other comprehensive income (loss) attributable to PQ Holdings Inc.	397	(191)	(20,160)	(19,954)
March 31, 2015	$ (49,585)	$ (3,072)	$ (63,934)	$(116,591)

(a) See the following table for details about these reclassifications.

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The following table presents the reclassifications out of accumulated other comprehensive loss for the three months ended March 31, 2016 and 2015. Amounts in parenthesis indicate debits to profit / loss.

Details about Accumulated Other Comprehensive Income Components	Amount Reclassified from Accumulated Other Comprehensive Income		Affected Line Item in the Statement Where Net Income is Presented
	Three months ended March 31,		
	2016	2015	
Defined benefit and other postretirement plans			
Amortization of prior service cost	$ 149	$ 138	(a)
Amortization of net loss	(2,365)	(2,494)	(a)
	(2,216)	(2,356)	Total before tax
	765	770	Tax benefit
	$ (1,451)	$ (1,586)	Net of tax
Net gain (loss) from hedging activities			
Interest rate caps	$ (66)	$ (100)	Interest expense
Natural gas swaps	(1,002)	(893)	Cost of goods sold
	(1,068)	(993)	Total before tax
	331	379	Tax benefit
	$ (737)	$ (614)	Net of tax
Total reclassifications for the period	$ (2,188)	$ (2,200)	Net of tax

(a) These accumulated other comprehensive income (loss) components are included in the computation of net periodic pension and other postretirement cost (see Note 12 for additional details).

5. Other Operating and Non-operating Expense, Net:

A summary of significant other operating expense, net is as follows:

	Three months ended March 31,	
	2016	2015
Amortization expense	$ 7,544	$ 7,638
Transaction related costs	288	6,039
Management advisory fee	1,250	1,250
Environmental related costs	385	42
Restructuring, plant closure and severance related costs	1,314	—
Net loss (gain) on asset disposals	301	(25)
Asset retirement obligation accretion	78	76
Other, net	301	173
	$ 11,461	$ 15,193

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The majority of the Company's other (income) expense, net consisted of a foreign exchange gain of ($3,206) for the three months ended March 31, 2016 and a foreign exchange loss of $18,204 for the three months ended March 31, 2015. These gains and losses are primarily driven by non-permanent intercompany debt arrangements denominated in local currencies which are translated to U.S. dollars.

6. Inventories:

Inventories were classified and valued as follows:

	March 31, 2016	December 31, 2015
Finished products and work in process	$ 159,621	$ 149,723
Raw materials	45,867	47,370
	$ 205,488	$ 197,093
Valued at lower of cost or market:		
LIFO basis	$ 121,114	$ 115,654
FIFO or average cost basis	84,374	81,439
	$ 205,488	$ 197,093

7. Investments in Affiliated Companies:

The Company accounts for investments in affiliated companies under the equity method. Affiliated companies accounted for on the equity basis as of March 31, 2016 are as follows:

Company	Country	Percent Ownership
PQ Silicates Ltd.	Taiwan	50%
Zeolyst International	USA	50%
Zeolyst C.V.	Netherlands	50%
Quaker Holdings	South Africa	49%

Following is summarized information of the combined investments:

	Three months ended March 31,	
	2016	2015
Net sales	$60,621	$ 71,338
Gross profit	19,120	25,662
Operating income	9,847	17,062
Net income (before taxes)	10,513	16,314

The Company's investment in affiliates balance as of March 31, 2016 and December 31, 2015 includes net purchase accounting fair value adjustments of $65,610 and $66,207, respectively, consisting primarily of intangible assets such as customer relationships, formulations and product technology, and tradenames. Consolidated equity in net income from affiliates is net of $597 of amortization expense related to purchase accounting fair value adjustments for each of the three-month periods ended March 31, 2016 and 2015.

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8. Property, Plant and Equipment:

A summary of property, plant and equipment, at cost, and related accumulated depreciation is as follows:

	March 31, 2016	December 31, 2015
Land	$ 77,810	$ 77,239
Buildings	181,500	177,723
Machinery and equipment	612,102	600,682
Construction in progress	126,644	115,336
	998,056	970,980
Less: accumulated depreciation	(421,522)	(401,812)
	$ 576,534	$ 569,168

Depreciation expense was $16,077 and $14,877 for the three months ended March 31, 2016 and 2015, respectively.

9. Long-term Debt:

The summary of long-term debt is as follows:

	March 31, 2016	December 31, 2015
Senior secured term loans with interest at 4.00% as of March 31, 2016 and as of December 31, 2015 (due August 2017)	$ 1,194,863	$ 1,197,950
Senior secured notes with interest at 8.75% as of March 31, 2016 and as of December 31, 2015 (due November 2018)	600,000	600,000
Revolving credit facility with interest at 4.93% as of March 31, 2016 (due May 2017)	17,000	—
Other	23,310	23,158
Total debt	1,835,173	1,821,108
Original issue discount	(11,411)	(13,117)
Deferred financing costs	(3,750)	(4,228)
Total debt, net of original issue discount	1,820,012	1,803,763
Less: current portion	(31,661)	(14,508)
	$ 1,788,351	$ 1,789,255

The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction. As of March 31, 2016 and December 31, 2015, the fair value of the senior secured term loans and senior secured notes was lower than book value by $53,688 and $30,760, respectively. The fair value of the senior secured term loans and notes was derived from published loan prices at March 31, 2016 and December 31, 2015, as applicable. The fair value is classified as Level 2 based upon the fair value hierarchy (see Note 3 to these condensed consolidated financial statements for further information on fair value measurements).

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10. Financial Instruments:

The Company uses interest rate related derivative instruments to manage its exposure related to changes in interest rates on its variable-rate debt instruments and uses commodity derivatives to manage its exposure to commodity price fluctuations. The Company does not speculate using derivative instruments.

By using derivative financial instruments to hedge exposures to changes in interest rates and commodity prices, the Company exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. When the fair value of a derivative contract is an asset, the counterparty owes the Company, which creates credit risk for the Company. When the fair value of a derivative contract is a liability, the Company owes the counterparty and, therefore, the Company is not exposed to the counterparty's credit risk in those circumstances. The Company minimizes counterparty credit risk in derivative instruments by entering into transactions with high quality counterparties. The derivative instruments entered into by the Company do not contain credit-risk-related contingent features.

Market risk is the adverse effect on the value of a derivative instrument that results from a change in interest rates, currency exchange rates, or commodity prices. The market risk associated with interest rate and commodity price contracts is managed by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken.

Use of Derivative Financial Instruments to Manage Commodity Price Risk. The Company is exposed to risks in energy costs due to fluctuations in energy prices, particularly natural gas. The Company has a hedging program in the United States which allows the Company to mitigate exposure to natural gas volatility with natural gas swap and cap agreements. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices of comparable contracts. The respective current and non-current derivative liabilities are recorded in accrued liabilities and other long-term liabilities, and the respective current and non-current derivative assets are recorded in prepaid and other current assets and other long-term assets, as applicable. As the derivatives are highly effective and are designated and qualify as cash flow hedges, the related unrealized gains or losses are recorded in stockholders' equity as a component of other comprehensive income (loss), net of tax. Realized gains and losses on natural gas hedges are included in production cost and subsequently charged to cost of goods sold in the consolidated statements of operations in the period in which inventory is sold.

Use of Derivative Financial Instruments to Manage Interest Rate Risk. The Company is exposed to fluctuations in interest rates on the long-term senior secured term loans and revolving credit facility. Changes in interest rates will not affect the market value of such debt but will affect the amount of our interest payments over the terms of the loans. Likewise, an increase in interest rates could have a material impact on the Company's cash flow. The Company hedges the interest rate fluctuations on these debt obligations through interest rate cap agreements. The Company records these agreements at fair value as assets or liabilities. Fair value is determined based on estimated amounts that would be received or paid to terminate the contracts at the reporting date based on quoted market prices. As the derivatives are highly effective and are designated and qualify as cash flow hedges, the related unrealized gains or losses are deferred in stockholders' equity as a component of other comprehensive income (loss), net of tax. Amounts accumulated in other comprehensive income related to interest rate cap agreements are reclassified to interest expense in the consolidated statements of operations when the related interest payments affect earnings. The Company had an $800,000 notional amount of 2% interest rate caps on its variable-rate debt at December 31, 2015, with a fair value of zero. The agreements expired during March 2016, and the Company had no interest rate cap agreements outstanding at March 31, 2016.

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The fair values of derivative instruments held are shown below:

	Balance sheet location	March 31, 2016	December 31, 2015
Liability derivatives:			
Derivatives designated as cash flow hedges:			
Natural gas swaps	Accrued liabilities	$ 3,113	$ 3,004
Natural gas swaps	Other long-term liabilities	605	732
Derivatives not designated as cash flow hedges:			
Natural gas swaps	Accrued liabilities	200	210
Total liability derivatives		$ 3,918	$ 3,946

The following tables show the effect of the Company's derivative instruments designated as hedges on other comprehensive income (loss) (OCI) and the statement of income:

		Three months ended March 31,			
		2016		2015	
Derivatives designated as cash flow hedges:	Location in Earnings	Amount of gain (loss) recognized in OCI on derivatives (effective portion)	Amount of gain (loss) reclassified from accumulated OCI into income (effective portion)	Amount of gain (loss) recognized in OCI on derivatives (effective portion)	Amount of gain (loss) reclassified from accumulated OCI into income (effective portion)
Interest rate caps	Interest expense	$ —	$ 66	$ (38)	$ 100
Natural gas swaps	Cost of goods sold	(984)	1,002	(1,264)	893
		$ (984)	$ 1,068	$ (1,302)	$ 993

Amounts of unrealized losses in OCI that are expected to be reclassified to the consolidated statement of operations over the next twelve months are $3,113 as of March 31, 2016.

11. Income Taxes:

The effective income tax rate for the three-month period ended March 31, 2016 was 71.5% compared to 11.7% for the three-month period ended March 31, 2015. The Company's effective income tax rate fluctuates based on, among other factors, changes in income mix. The difference between the U.S. federal statutory income tax rate and our effective income tax rate for the three months ended March 31, 2016 and 2015 was mainly due to the tax effect of repatriating foreign earnings back to the United States as dividends, differences between tax rates in foreign jurisdictions as compared to the U.S. tax rate, non-deductible transaction costs, withholdings taxes, changes to reserves for uncertain tax positions and changes in valuation allowances against deferred tax assets in certain jurisdictions.

12. Benefit Plans:

The following information is provided for the Company sponsored defined benefit pension plans covering (1) employees in the U.S. and Canada and (2) certain employees at its subsidiaries outside of North America ("Other Plans"), the Company sponsored unfunded plans to provide certain health care benefits to retired employees in the U.S. and Canada, and the Company's defined benefit supplementary retirement plans which provide benefits for certain U.S. employees in excess of qualified plan limitations.

PQ HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)
(unaudited)

Components of net periodic expense are as follows:

	Three months ended March 31,	
	2016	2015
Pension Benefits - U.S. and Canada		
Interest cost	$ 2,026	$ 1,949
Expected return on assets	(2,473)	(2,683)
Amortization of net loss	482	444
Net periodic expense (benefit)	$ 35	$ (290)

	Three months ended March 31,	
	2016	2015
Pension Benefits - Other Plans		
Service cost	$ 779	$ 841
Interest cost	716	654
Expected return on assets	(639)	(601)
Amortization of prior service cost	(38)	(32)
Amortization of net loss	78	126
Net periodic expense	$ 896	$ 988

	Three months ended March 31,	
	2016	2015
Supplemental Retirement Plans		
Interest cost	$ 135	$ 130
Amortization of net loss	54	56
Net periodic expense	$ 189	$ 186

	Three months ended March 31,	
	2016	2015
Other Postretirement Benefit Plans		
Interest cost	$ 42	$ 42
Amortization of net gain	(13)	(16)
Net periodic expense	$ 29	$ 26

	Three months ended March 31,	
	2016	2015
Contributions		
Pension Benefits - U.S. and Canada	$ 105	$ 47
Pension Benefits - Other Plans	1,904	2,328
Supplemental Retirement Plans	51	56
Other Postretirement Benefit Plans	64	256

PQ HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)
(unaudited)

Certain of the Company's foreign subsidiaries maintain other defined benefit pension and postretirement plans that are consistent with statutory practices. These plans are not included in the disclosures above as they are not significant to the Company's condensed consolidated financial statements.

13. Commitments and Contingent Liabilities:

There is a risk of environmental impact in chemical manufacturing operations. The Company's environmental policies and practices are designed to ensure compliance with existing laws and regulations and to minimize the possibility of significant environmental impact. The Company is also subject to various other lawsuits and claims with respect to matters such as governmental regulations, labor, and other actions arising out of the normal course of business. No accrual for these matters currently exists, with the exception of those listed below, because management believes that the liabilities resulting from such lawsuits and claims are not probable or reasonably estimable.

The Company triggered the requirement of New Jersey's Industrial Site Recovery Act ("ISRA") statute. As required under ISRA, a General Information Notice with respect to the Company's two New Jersey locations was filed with the New Jersey Department of Environmental Protection ("NJDEP") in December 2004 and again in July 2007. Based on an initial review of the facilities by the NJDEP in 2005, the Company estimated that $500 will be required for contamination assessment and removal work at these facilities, and had recorded a reserve for such amount as of December 31, 2005. During subsequent years, it was determined that additional assessment, removal and remediation work would be required and the reserve was increased to cover the estimated cost of such work. In addition, during this period, work had been performed and the reserve was reduced for actual costs incurred for the assessment and remediation work. As of March 31, 2016, the Company has recorded a reserve of $1,250 for costs required for contamination assessment and removal work at these facilities. There may be additional costs related to the remediation of these two facilities, but until further investigation takes place, the Company cannot reasonably estimate the amount of additional liability that may exist.

As part of a Delaware River Basin Commission required Pollutant Minimization Plan, in July 2013 the Company's Chester facility conducted limited paint sampling for polychlorinated biphenyls ("PCBs"). Also, as part of demolition, repair and maintenance projects scheduled for the Company's Baltimore facility in 2014, the Company conducted limited paint sampling during the fall of 2013 for waste categorization purposes. Paint samples were analyzed for PCB Aroclor 1254, the specific PCB congener commonly used in the manufacture of paint until the late 1970s. The Company's analytical results indicated that PCB Aroclor 1254 is present in paint on some structures (e.g., piping, structural steel, tanks) in excess of the fifty (50) parts per million (ppm) regulatory threshold. Under the Toxic Substances Control Act, there is no requirement to test in use paint for PCB content. However, once PCB content is identified at concentrations at or above the regulatory threshold, absent specific approval from the U.S. Environmental Protection Agency, the PCB-containing paint is regulated as an unauthorized use of PCBs, and the paint must be addressed. The Company abated painted surfaces that have tested positive for PCBs at levels exceeding 50 ppm at Baltimore in 2015 and early 2016. As of March 31, 2016, the Company has recorded a reserve of $2,130 for the anticipated remediation costs of known PCB painted structures at the Company's Baltimore and Chester facilities.

In 2011, the Company installed a Continuous Emissions Monitor ("CEM") to measure CO, NOx and Opacity emissions from a furnace at our Chester facility in Pennsylvania, and the Company conducted Relative Accuracy Test Audits ("RATA") as part of its efforts to certify the CEM. On May 5, 2014, the Pennsylvania Department of Environmental Protection ("PADEP") officially notified the Company that it was certifying the

PQ HOLDINGS INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)
(unaudited)

CEM based on RATA test results dating back to November 2011 and instructed the Company to start entering data previously recorded by the CEM into the PADEP's on-line database. During the third and fourth quarters of 2014, the Company officially entered data recorded from the CEM up until the second quarter of 2013. In November 2015, the PADEP issued an Assessment of Civil Penalty in the amount of $1,739 for alleged violations under the Pennsylvania Air Pollution Control Act during the period from August 11, 2011 through June 30, 2013. The Company is planning to meet with the PADEP to propose significant reductions in the penalty amounts cited by the Agency. As of March 31, 2016, the Company has recorded a reserve of $1,700 associated with the PADEP penalty.

As part of the INEOS Silicas acquisition in July 2008, the Company acquired a manufacturing facility at Warrington, United Kingdom ("UK"). Asbestos-containing building material is present at the site, and asbestos removal and insulation replacement initiatives are underway. As of March 31, 2016, the Company has recorded a reserve of $619 for costs related to this program.

In 2008, the Company sold the property of a manufacturing facility located in the United States to the local port authority. In 2009, the port authority commissioned an environmental investigation of portions of the property. In 2010, the port authority advised the Company of alleged soil and groundwater contamination on the property and alleged the Company liable for certain conditions. The Company received and reviewed the environmental investigation documentation and determined it may have liability with respect to some, but not all, of the alleged contamination. As of March 31, 2016, the Company has recorded a reserve of $707 for costs related to this potential liability.

As part of the INEOS Silicas acquisition in July 2008, the Company is liable for potential multi-year UK tax benefits. The Company is contractually obligated to make a payment on an annual basis on its UK taxable results, which can fluctuate period to period, until there is a change in control, as defined in the purchase agreement. The Company made its most recent annual payment for the tax year ended 2014 during the three months ended March 31, 2016. As of March 31, 2016, the Company has accrued $3,000 for this matter representing the expected payment owed on the calculation of the liability for the tax years ended 2016 and 2015. The Company records these expenses as transaction related costs in other operating expense, net.

14. Subsequent Events:

On May 4, 2016, the Company announced the closing of the merger of Eco Services Holdings LLC ("*Eco Services*"), the Company and certain of their respective affiliates pursuant to which the Company and Eco Services will reorganize under a newly formed holding company (the "*Combined Company*") in an equity-for-equity transaction. The Combined Company will retain the PQ Corporation name, and the merger creates a leading global producer of inorganic specialty materials and catalysts positioned to deliver exceptional service and sustainable and innovative products to its customers.

Concurrently with the closing of the merger between the Company and Eco Services, the Company has also refinanced its existing credit facilities by entering into a $1,200,000 senior secured term loan (consisting of a $900,000 senior secured term loan and a $300,000 Euro equivalent senior secured term loan), $625,000 in new senior secured notes, $525,000 in senior unsecured notes, and a $200,000 asset-based secured revolving credit facility. The existing $200,000 of Eco Services notes will remain outstanding.

The Company has evaluated subsequent events from the balance sheet date through May 11, 2016, the date at which the financial statements were available to be issued, and determined there are no additional items to disclose.

Shares

PQ GROUP HOLDINGS INC.

Common Stock

Morgan Stanley		*Goldman Sachs & Co. LLC*	*Citigroup*	*Credit Suisse*
J.P. Morgan	*Jefferies*	*Deutsche Bank Securities*		*KeyBanc Capital Markets*

Through and including , 2017 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the estimated expenses payable by us in connection with the sale and distribution of the securities registered hereby, other than underwriting discounts or commissions. All amounts are estimates except for the SEC registration fee and the Financial Industry Regulatory Authority filing fee.

SEC Registration fee	$11,590
FINRA filing fee	$15,500
Stock exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous fees and expenses	*
Total	*

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware provides as follows:

A corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

A corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

As permitted by the Delaware General Corporation Law, we have included in our certificate of incorporation a provision to eliminate the personal liability of our directors for monetary damages for breach of

their fiduciary duties as directors, subject to certain exceptions. In addition, our certificate of incorporation and bylaws provide that we are required to indemnify our officers and directors under certain circumstances, including those circumstances in which indemnification would otherwise be discretionary, and we are required to advance expenses to our officers and directors as incurred in connection with proceedings against them for which they may be indemnified.

We intend to enter into indemnification agreements with our directors and officers. These agreements will provide broader indemnity rights than those provided under the Delaware General Corporation Law and our certificate of incorporation. The indemnification agreements are not intended to deny or otherwise limit third-party or derivative suits against us or our directors or officers, but to the extent a director or officer were entitled to indemnity or contribution under the indemnification agreement, the financial burden of a third-party suit would be borne by us, and we would not benefit from derivative recoveries against the director or officer. Such recoveries would accrue to our benefit but would be offset by our obligations to the director or officer under the indemnification agreement.

The underwriting agreement provides that the underwriters are obligated, under certain circumstances, to indemnify our directors, officers and controlling persons against certain liabilities, including liabilities under the Securities Act. Reference is made to the form of underwriting agreement filed as Exhibit 1.1 hereto.

We maintain directors' and officers' liability insurance for the benefit of our directors and officers.

Item 15. Recent Sales of Unregistered Securities

Equity Securities

In connection with the Business Combination, on May 4, 2016 we issued (i) an aggregate of 430,107 shares of our Class A common stock in exchange for equity securities of PQ Holdings, (ii) an aggregate of 5,128,585 shares of our Class B common stock in exchange for equity securities of PQ Holdings, (iii) an aggregate of 1,513,683 shares of our Class B common stock in exchange for equity units of Eco Services Group Holdings LLC, (iv) an aggregate of 197,144 shares of our restricted Class A common stock subject to vesting conditions in exchange for restricted equity securities of PQ Holdings, (v) an aggregate of 46,936 shares of our restricted Class B common stock subject to vesting conditions in exchange for restricted equity securities of PQ Holdings, (vi) options to purchase an aggregate of 40,806 shares of our Class A common stock at a weighted average exercise price of $70.94 per share in exchange for outstanding options to purchase equity securities of PQ Holdings, and (vii) options to purchase an aggregate of 156,139 shares of our Class A common stock at a weighted average exercise price of $70.94 per share in exchange for Class A units of Eco Services Group Holdings LLC.

From May 4, 2016 through December 31, 2016, we issued (i) an aggregate of 34,431 shares of our Class B common stock for aggregate consideration of $5,012,849, (ii) options to purchase an aggregate of 61,049 shares of our Class A common stock at a weighted average exercise price of $71.01 per share under the PQ Group Holdings Inc. Stock Incentive Plan, (iii) an aggregate of 15,862 shares of our restricted Class B common stock subject to vesting conditions under the PQ Group Holdings Inc. Stock Incentive Plan and (iv) an aggregate of 1,935 shares of our Class B common stock under the PQ Group Holdings Inc. Stock Incentive Plan.

During the three months ended March 31, 2017, we issued (i) an aggregate of 406 shares of our restricted Class B common stock subject to vesting conditions under the PQ Group Holdings Inc. Stock Incentive Plan and (ii) options to purchase an aggregate of 49,435 shares of our Class A common stock at a weighted average exercise price of $79.25 per share under the PQ Group Holdings Inc. Stock Incentive Plan.

The issuances of the securities in the transactions described above were issued without registration in reliance on the exemptions afforded by Section 4(a)(2) of the Securities Act and Rules 506 and 701 promulgated thereunder.

The foregoing share numbers do not reflect the Reclassification.

Debt Securities

In connection with the Business Combination, on May 4, 2016, PQ Corporation issued $625.0 million aggregate principal amount of 6.75% Senior Secured Notes at a price of 99% of their face value resulting in approximately $618.8 million of aggregate gross proceeds. The initial purchasers for the 6.75% Senior Secured Notes were Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Jefferies LLC, Goldman Sachs & Co. LLC, Deutsche Bank Securities Inc. and KeyBanc Capital Markets Inc. The aggregate amount of the initial purchasers' discount on the 6.75% Senior Secured Notes was approximately $6.3 million. The 6.75% Senior Secured Notes were offered and sold to the initial purchasers in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act and Rule 506 promulgated thereunder and were offered and resold by the initial purchasers to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to non-U.S. investors outside the United States in compliance with Regulation S of the Securities Act.

Also in connection with the Business Combination, on May 4, 2016, PQ Corporation issued $525.0 million aggregate principal amount of Floating Rate Senior Unsecured Notes at a price of 98% of their face value resulting in approximately $514.5 million of aggregate gross proceeds. The Floating Rate Senior Unsecured Notes were issued in a private placement to accredited investors in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act and Rule 506 promulgated thereunder.

The proceeds from the sale of the 6.75% Senior Secured Notes and the Floating Rate Senior Unsecured Notes were used, together with borrowings under PQ Corporation's senior secured credit facilities and cash on hand, to repay outstanding indebtedness and redeem outstanding notes.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

Exhibit No.	Description
1.1+	Form of Underwriting Agreement
3.1+	Form of Second Amended and Restated Certificate of Incorporation of PQ Group Holdings Inc.
3.2+	Form of Amended and Restated Bylaws of PQ Group Holdings Inc.
4.1+	Form of Specimen Stock Certificate of PQ Group Holdings Inc.
4.2	Indenture, dated May 4, 2016, among PQ Corporation, the Guarantors from time to time party thereto and Wells Fargo Bank, National Association, as Trustee and Collateral Agent, including the form of Global Note attached as Exhibit A thereto
4.3	Note Purchase Agreement, dated May 4, 2016, by and among PQ Corporation, Wilmington Trust, National Association, as Noteholder Agent and each of the Purchasers listed on Schedule A thereto, including the form of Senior Note attached as Exhibit 1.1 thereto
4.4	Indenture, dated as of October 24, 2014, among Eco Services Operations LLC, Eco Finance Corp. and Wilmington Trust, National Association, as Trustee, including the form of Global Note attached as Exhibit A thereto
4.5	First Supplemental Indenture, dated as of May 4, 2016, among PQ Corporation, the Guarantors named on the signature pages thereto and Wilmington Trust, National Association, as Trustee
5.1+	Opinion of Ropes & Gray LLP

Exhibit No.	Description
10.1	Term Loan Credit Agreement, dated as of May 4, 2016, by and among PQ Corporation, CPQ Midco I Corporation, the Lenders from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, with Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., Deutsche Bank Securities Inc., Goldman Sachs Lending Partners LLC, Jefferies Finance LLC and KeyBanc Capital Markets Inc., as Joint Lead Arrangers and Joint Bookrunners
10.2	First Amendment Agreement, dated as of November 14, 2016, to the Term Loan Credit Agreement dated as of May 4, 2016, among PQ Corporation, CPQ Midco I Corporation, the Guarantors named on the signature pages thereto, JPMorgan Chase Bank, N.A., as an Additional Term Lender, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent
10.3	ABL Credit Agreement, dated as of May 4, 2016, by and among PQ Corporation, CPQ Midco I Corporation, the Canadian Borrowers from time to time party thereto, the European Borrowers from time to time party thereto, the Lenders from time to time party thereto and Citibank, N.A., as Administrative Agent and Collateral Agent, with Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., Deutsche Bank Securities Inc., Goldman Sachs Lending Partners LLC, Jefferies Finance LLC and KeyBanc Capital Markets Inc., as Joint Lead Arrangers and Joint Bookrunners
10.4	Lease Agreement, dated January 1, 2017, by and between The Realty Associates Fund X, L.P. and PQ Corporation
10.5+	Form of Amended and Restated Stockholders Agreement between PQ Group Holdings Inc. and certain stockholders of PQ Group Holdings Inc.
10.6	PQ Group Holdings Inc. Stock Incentive Plan
10.7	Form of Nonqualified Stock Option Award Agreement under the PQ Group Holdings Inc. Stock Incentive Plan
10.8	Form of Restricted Stock Agreement under the PQ Group Holdings Inc. Stock Incentive Plan
10.9+	Form of Director and Officer Indemnification Agreement
21.1	Subsidiaries of PQ Group Holdings Inc.
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Deloitte & Touche LLP
23.3	Consent of PricewaterhouseCoopers LLP
23.4+	Consent of Ropes & Gray LLP (included in Exhibit 5.1)
24.1	Powers of Attorney (included on the signature page)

+ To be filed by amendment.

(b) Financial Statement Schedules

All schedules are omitted because they are not applicable or the required information is included in the financial statements or notes thereto.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes: (1) That for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) That for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Malvern, Commonwealth of Pennsylvania, on the 9th day of June, 2017.

PQ GROUP HOLDINGS INC.

By: /s/ James F. Gentilcore
Name: James F. Gentilcore
Title: Chief Executive Officer, President and Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each officer and director of PQ Group Holdings Inc. whose signature appears below constitutes and appoints James F. Gentilcore, Michael Crews and Joseph S. Koscinski, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and revocation, for him or her and in his or her name, place and stead, in any and all capacities, to execute any or all amendments including any post-effective amendments and supplements to this Registration Statement, and any additional Registration Statement filed pursuant to Rule 462(b), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ James F. Gentilcore James F. Gentilcore	Chief Executive Officer, President and Director (Principal Executive Officer)	June 9, 2017
/s/ Michael Crews Michael Crews	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 9, 2017
/s/ Michael Boyce Michael Boyce	Chairman of the Board of Directors	June 9, 2017
/s/ Greg Brenneman Greg Brenneman	Director	June 9, 2017
/s/ Timothy Walsh Timothy Walsh	Director	June 9, 2017
/s/ Chris Behrens Chris Behrens	Director	June 9, 2017
/s/ Mark McFadden Mark McFadden	Director	June 9, 2017

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Signature	Title	Date
/s/ Robert Toth Robert Toth	Director	June 9, 2017
/s/ Robert Coxon Robert Coxon	Director	June 9, 2017
/s/ Andrew Currie Andrew Currie	Director	June 9, 2017
/s/ Jonny Ginns Jonny Ginns	Director	June 9, 2017
/s/ Kyle Vann Kyle Vann	Director	June 9, 2017

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EXHIBIT INDEX

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23.2	Consent of Deloitte & Touche LLP
23.3	Consent of PricewaterhouseCoopers LLP
23.4+	Consent of Ropes & Gray LLP (included in Exhibit 5.1)
24.1	Powers of Attorney (included on the signature page)

+ To be filed by amendment.

Exhibit 4.2

PQ CORPORATION,
as Issuer,
certain Guarantors from time to time parties hereto

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee and Collateral Agent

6.750% Senior Secured Notes due 2022

INDENTURE

Dated as of May 4, 2016

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DISCHARGE OF INDENTURE; DEFEASANCE

ARTICLE 9

AMENDMENTS AND WAIVERS

ARTICLE 10

GUARANTEES

INDENTURE dated as of May 4, 2016, among PQ CORPORATION, a Pennsylvania corporation (the "*Issuer*"), the GUARANTORS (as defined herein) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee (the "*Trustee*") and Collateral Agent (as defined herein).

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of (a) $625,000,000 aggregate principal amount of the Issuer's 6.750% Senior Secured Notes due 2022 issued on the date hereof (the "*Original Securities*") and (b) any Additional Securities (as defined herein) that may be issued after the date hereof in the form of Exhibit A (all such securities in clauses (a) and (b) of this paragraph being referred to collectively as the "*Securities*"). The Original Securities and any Additional Securities (as defined herein) shall constitute a single series hereunder. Subject to the conditions and compliance with the covenants set forth herein, the Issuer may issue an unlimited aggregate principal amount of Additional Securities.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01 Definitions.

"*ABL Agent*" means the administrative agent and collateral agent under any ABL Credit Agreement, and its successors, replacements and/or assigns in such capacity.

"*ABL Credit Agreement*" means any agreement providing for revolving Indebtedness (including any amendments, supplements, modifications, refinancings, replacements, extensions, renewals, restatements or refundings thereof) that is incurred and/or letters of credit that are issued to finance working capital and other purposes (but excluding any term loans or debt securities) with respect to which each of the following conditions is met:

(1) the Indebtedness under such agreement is permitted to be incurred pursuant to Section 4.03 hereof;

(2) the Issuer has designated such agreement (including any refinancings, replacements or refundings thereof, as applicable) to be an "ABL Credit Agreement" for purposes of this Indenture in an Officer's Certificate delivered to the Trustee;

(3) the ABL Agent under such agreement has entered into the ABL Intercreditor Agreement as an "ABL Agent" thereunder; and

(4) the Obligations under such credit agreement do not constitute Pari Passu Obligations under the Pari Passu Intercreditor Agreement.

"*ABL Intercreditor Agreement*" means the intercreditor agreement, as amended, restated, amended and restated, supplemented and otherwise modified from time to time, among the ABL Agent, the Term Loan Credit Agreement Agent, the Collateral Agent and acknowledged by the Issuer and Guarantors dated as of the Issue Date.

"*ABL Obligations*" means the Indebtedness and other Obligations in respect of an ABL Credit Agreement and any Hedging Obligations and cash management obligations that are secured by the Liens securing the Indebtedness incurred pursuant to the ABL Credit Agreement pursuant to the security documents entered into in connection with the ABL Credit Agreement.

"*ABL Priority Collateral*" means the following property of the Issuer and the Guarantors, whether now owned or hereafter acquired, that are collateral for any ABL Obligations:

(1) all accounts, other than accounts which constitute identifiable proceeds which arise from the sale or other disposition of Notes Priority Collateral;

(2) all chattel paper, other than chattel paper which constitutes identifiable proceeds of Notes Priority Collateral;

(3) all (x) deposit accounts and money and all cash, checks, other negotiable instruments, funds and other evidences of payments held therein and (y) securities accounts (and security entitlements and securities credited thereto), and, in each case, all cash, checks and other property held therein or credited thereto other than, in each case, identifiable proceeds of Notes Priority Collateral;

(4) all inventory;

(5) to the extent relating to, evidencing or governing any of the items referred to in the preceding clauses (1) through (4) constituting ABL Priority Collateral, all documents, general intangibles (other than Equity Interests of Subsidiaries, patents, trademarks, copyrights and other intellectual property), instruments (including promissory notes) and commercial tort claims; provided that in no event shall any real estate, equipment, intellectual property or Equity Interests of Subsidiaries constitute ABL Priority Collateral;

(6) to the extent relating to any of the items referred to in the preceding clauses (1) through (5) constituting ABL Priority Collateral, all supporting obligations and letter of credit rights;

(7) all books and records relating to the items referred to in the preceding clauses (1) through (6) constituting ABL Priority Collateral (including all books, databases, customer lists and records, whether tangible or electronic, which contain any information relating to any of the items referred to in the preceding clauses (1) through (6)); and

(8) all proceeds of any of the foregoing, including collateral security and guarantees with respect to any of the foregoing and all cash, money, insurance proceeds, instruments, securities, financial assets and deposit accounts.

"*Acquired Indebtedness*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is consolidated, merged or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging or amalgamating with or into, or becoming a Restricted Subsidiary of, such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Acquisition*" means the transactions contemplated by the Transaction Agreement.

"*Additional Securities*" means additional Securities (other than the Original Securities) issued from time to time under the terms of this Indenture subsequent to the Issue Date.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "*controlling*," "*controlled by*" and '"*under common control with*"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"*Applicable Premium*" means, with respect to any Security on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of such Security; and

(2) the excess, if any, of:

(a) the present value at such Redemption Date of (i) the redemption price of such Security at May 15, 2019 (such redemption price being set forth in the table appearing in Section 5 of the Securities), plus (ii) all required interest payments due on such Security through May 15, 2019 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the then outstanding principal amount of such Security, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate; provided that such calculation shall not be a duty or an obligation of the Trustee.

"*Asset Sale*" means:

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of the Issuer or any of its Restricted Subsidiaries (each referred to in this definition as a "*disposition*"); or

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.03 hereof and directors' qualifying shares and shares issued to foreign nationals as required under applicable law);

in each case, other than:

(a) any disposition of (i) Cash Equivalents (or other financial assets that were Cash Equivalents when the original Investment was made) or Investment Grade Securities, (ii) surplus, obsolete, used, damaged or worn out property or equipment in the ordinary course of business (whether now owned or hereafter acquired) or any disposition or consignment of equipment, inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) property no longer used or useful in the conduct of business of the Issuer and its Restricted Subsidiaries and (iv) property or equipment that is otherwise economically impracticable to maintain;

(b) the disposition of all or substantially all of the assets of the Issuer in a manner permitted pursuant to Section 5.01 hereof or any disposition that constitutes a Change of Control;

(c) the making of any Restricted Payment that is permitted to be made, and is made, under Section 4.04 hereof or the making of any Permitted Investment;

(d) any disposition of assets of the Issuer or any Restricted Subsidiary or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of transactions with an aggregate fair market value not to exceed $20.0 million;

(e) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to another Restricted Subsidiary;

(f) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(g) (i) the sale, lease, assignment, sublease, license or sublicense of any real or personal property in the ordinary course of business and (ii) the termination of leases in the ordinary course of business;

(h) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary or any other disposition of such Unrestricted Subsidiary or any disposition of assets of such Unrestricted Subsidiary;

(i) any disposition arising from foreclosure, casualty, condemnation or any similar action or transfers by reason of eminent domain with respect to any property or other asset of the Issuer or any of the Restricted Subsidiaries or exercise of termination rights under any lease, sublease, license, sublicense, concession or other agreement;

(j) a transfer of accounts receivable and related assets of the type specified in the definition of "Receivables Facility" (or a fractional undivided interest therein or pursuant to any factoring or similar arrangement);

(k) dispositions in connection with the granting of a Lien that is permitted under Section 4.13 hereof;

(l) the issuance by a Restricted Subsidiary of Preferred Stock or Disqualified Stock that is permitted under Section 4.03 hereof;

(m) any financing transaction with respect to property built or acquired by the Issuer or any Restricted Subsidiary after the Issue Date, including Sale and Lease-Back Transactions and asset securitizations, permitted by this Indenture;

(n) any grant in the ordinary course of business of any license of patents, trademarks, know-how or any other intellectual property, including, but not limited to, grants of franchises or licenses, franchise or license master agreements and/or area development agreements;

(o) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(p) the sale, discount or forgiveness of accounts receivable or notes receivable in the ordinary course of business or in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(q) the abandonment of intellectual property rights in the ordinary course of business which in the reasonable good faith determination of the Issuer are uneconomical or not material to the conduct of the business of the Issuer and the Restricted Subsidiaries taken as a whole;

(r) termination of non-speculative Hedging Obligations;

(s) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind in the ordinary course of business;

(t) sales, transfers and other dispositions of Investments in joint ventures or any Subsidiary of the Issuer that is not a Wholly-Owned Subsidiary of the Issuer to the extent required by, or made pursuant to, buy/sell arrangements between the joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(u) dispositions of real property and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management or consultants of any direct or indirect parent company, the Issuer or any Subsidiary;

(v) dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), which (i) do not materially interfere with the business of the Issuer and its Restricted Subsidiaries, taken as a whole, or (ii) relate to closed facilities or the discontinuation of any product line;

(w) dispositions of non-core assets acquired in connection with any acquisition otherwise permitted under this Indenture and sales of Real Estate Assets acquired in any acquisition otherwise permitted under this Indenture; *provided* that the Net Proceeds received in connection with any such disposition shall be applied in accordance with Section 4.06 hereof (it being understood that notwithstanding the foregoing such amounts and only such amounts shall not be required to be applied or otherwise comply with clauses (a)(i) or (ii) of Section 4.06 hereof); and

(x) sales, transfers, dispositions or conveyances that arise out of or relate to any (a) Specified Lease Transactions or (b) NMTC Transaction.

"*Bank Products*" means any services or facilities on account of credit or debit cards, purchase cards, stored value cards or merchant services constituting a line of credit.

"*Bankruptcy Code*" means Title 11 of the United States Code, as amended.

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

"*Borrowing Base*" means the sum of (i) 85% of the eligible accounts receivable of the Issuer and the other borrowers and guarantors under any revolving Credit Facility (collectively, the "*ABL Loan Parties*"), plus (ii) the lesser of (x) 85% of the net orderly liquidation value of eligible inventory of the ABL Loan Parties or (y) 70% of the book value of the ABL Loan Parties' eligible inventory (calculated at the lower of cost or market value), plus (iii) 100% of the cash and cash equivalents of the ABL Loan Parties on deposit in accounts secured by a first priority lien in favor of such Credit Facility.

"*Business Day*" means each day which is not a Legal Holiday.

"*Capital Stock*" means:

(1) in the case of a corporation, shares in the capital of such corporation;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"*Capitalized Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"*Capitalized Software Expenditures*" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person and its Subsidiaries during such period in respect of licensed or purchased software or internally developed software and enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of such Person and such Subsidiaries.

"*Cash Equivalents*" means:

(1) dollars;

(2) (a) pounds sterling, euro, or any national currency of any participating member state of the EMU; or (b) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by them from time to time in the ordinary course of business;

(3) securities issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(4) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within one year after such date, in each case with any bank or trust company organized under, or authorized to operate as a bank or trust company under, the laws of the U.S., any state thereof or the District of Columbia and that has capital and surplus of not less than $100,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(5) commercial paper maturing within 24 months from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(6) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within 24 months after the date of creation thereof and in a currency permitted under clause (1) or (2) above;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody's or S&P (or reasonably equivalent ratings of another internationally recognized rating agency) with maturities of 24 months or less from the date of acquisition;

(8) Indebtedness or Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) with maturities of 24 months or less from the date of acquisition and in each case in a currency permitted under clause (1) or (2) above;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's and in each case in a currency permitted under clause (1) or (2) above;

(10) institutional money market funds registered under the Investment Company Act of 1940;

(11) in the case of any Foreign Subsidiaries, investments equivalent to those referred to in clauses (3) through (10) above denominated in foreign currencies customarily used by persons for cash management purposes in any jurisdiction outside the United States; and

(12) investment funds (including shares of any money market mutual fund) investing substantially all of their assets in securities of the types described in clauses (1) through (11) above.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above *provided* that such amounts are converted into any currency listed in clauses (1) and (2) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"*Cash Management Services*" means any of the following to the extent not constituting a line of credit: treasury and/or cash management services, including, without limitation, other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs, controlled disbursement services, ACH transactions, return items, interstate depository network services, foreign exchange facilities, deposit and other accounts and merchant services (including, for the avoidance of doubt, all "Banking Services" as defined in the Senior Credit Facilities).

"*Change of Control*" means the occurrence of any of the following after the Issue Date:

(1) the sale, lease or transfer, in one or a series of related transactions (other than by way of merger or consolidation), of all or substantially all of the assets of the Issuer and its Subsidiaries, taken as a whole, to any Person other than one or more Permitted Holders; or

(2) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by (A) any Person (other than one or more Permitted Holders) or (B) Persons (other than one or more Permitted Holders) that are together (1) a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), or (2) are acting, for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), as a group, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of more than 50% of the total voting power of the Voting Stock of the Issuer or any of its direct or indirect parent companies holding directly or indirectly 100% of the total voting power of the Voting Stock of the Issuer, other than in connection with any transaction or transactions in which the Issuer shall become a Subsidiary of a Parent Company.

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

"*Collateral*" means all property subject or purported to be subject, from time to time, to a Lien under any Security Document.

"*Collateral Agent*" means Wells Fargo Bank, National Association, in its capacity as "Collateral Agent" under this Indenture and under the Security Documents to which it is a party and any successor or replacement thereto in such capacity.

"*Consolidated Depreciation and Amortization Expense*" means, with respect to any Person for any period, (a) the total amount of depreciation and amortization expense, including without limitation the amortization of intangible assets (including amortization of deferred launch costs), deferred financing fees and Capitalized Software Expenditures, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP and (b) the depreciation of assets of such Person and its Subsidiaries acquired under Capitalized Lease Obligations, which is expensed in cost of goods sold and not included in depreciation and amortization under GAAP.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries paid or payable in respect of such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par and other bank, administrative agency (or trustee) and financing fees, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit,

bank guarantees, bankers' acceptances, ancillary facilities or any similar facility or financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations, and (e) net payments, if any, made (less net payments, if any, received) pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (i) penalties and interest related to taxes, (ii) amortization of deferred financing fees, debt issuance costs, discounted liabilities, commissions, fees and expenses, (iii) any expensing of bridge, commitment and other financing fees, (iv) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Receivables Facility and (v) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization accounting or, if applicable, acquisition accounting); *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income of such Person and its Restricted Subsidiaries for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated First Lien Secured Debt Ratio*" means, as of any date of determination, the ratio of (1) the sum of (a) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries constituting ABL Obligations or Pari Passu Obligations as of such date of determination and (b) the Reserved Indebtedness Amount constituting ABL Obligations or Pari Passu Obligations as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such pro forma adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided*, *however*, that, without duplication,

(1) any extraordinary, non-recurring or unusual gains, income, losses, expenses or charges (including costs of and payments of actual or prospective legal settlements, fines, judgments or orders), Transaction Expenses, severance, relocation costs, integration costs, consolidation and costs related to the opening, closure, relocation and/or consolidation of facilities, signing, retention or completion costs and bonuses, recruiting costs, recruiting and hiring bonuses, transition costs, costs incurred in connection with acquisitions (whether or not consummated) after the Issue Date (including integration costs), consulting fees, legal fees and taxes related to issuances of significant options and curtailments or modifications to pension and post-retirement employee benefit plans and corporate reorganization shall be excluded;

(2) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period (including any impact of changes to inventory valuation methods, including changes in capitalization and variances and non-cash adjustments for LIFO accounting);

(3) any gains, charges or losses with respect to disposed, abandoned, closed or discontinued operations (other than assets held for sale) and any accretion or accrual of discounted liabilities and on the disposal of disposed, abandoned and discontinued operations and facilities, plans or distribution centers that have been closed during such period, shall be excluded;

(4) any gains, income, losses, expenses or charges (less all fees and expenses relating thereto) attributable to asset dispositions (including asset retirement costs) or returned surplus assets of any employee pension benefit plan other than in the ordinary course of business shall be excluded;

(5) the Net Income (or loss) for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) that are actually paid in cash (or to the extent converted into cash) to the referent Person or any of its Restricted Subsidiaries in respect of such period by such Person;

(6) solely for the purpose of determining the amount available for Restricted Payments under Section 4.04(a)(3)(A) hereof, the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived, *provided* that Consolidated Net Income shall be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the referent Person or any of its Restricted Subsidiaries in respect of such period, to the extent not already included therein;

(7) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in the Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, leases, rights, fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, deferred rent, deferred trade

incentives and other lease-related items, advance billings and debt line items thereof) resulting from the application of recapitalization accounting or acquisition method of accounting, as the case may be, in relation to the Transactions or any consummated acquisition or the amortization or write-off or removal of revenue otherwise recognizable on any amounts thereof, net of taxes, shall be excluded or added back in the case of lost revenue;

(8) any income (loss) (less all fees and expenses or charges related thereto) from the early extinguishment or conversion of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded;

(9) any (i) goodwill or other asset impairment charges, write-offs or write-downs or (ii) amortization of intangibles shall be excluded;

(10) any taxes based on income, profits, or capital that are not paid or payable currently in cash (*i.e.*, non-cash book tax amounts) shall be excluded;

(11) any non-cash compensation charge, cost, expense, accrual or reserve including any such charge, cost, expense, accrual or reserve arising from the grant of stock appreciation or similar rights, stock options, restricted stock or other equity incentive programs, and any cash charges associated with the rollover, acceleration or payment of management equity in connection with the Transactions shall be excluded;

(12) any fees, commissions and expenses incurred during such period, or any amortization or write-off thereof for such period in connection with any acquisition, Investment, Asset Sale, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction consummated prior to the Issue Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction shall be excluded;

(13) accruals and reserves that are established or adjusted within twelve months after the Issue Date that are so required to be established or adjusted as a result of the Transactions in accordance with GAAP shall be excluded;

(14) any unrealized or realized net gain or loss resulting from currency translation or transaction gains or losses impacting net income (including currency remeasurements of Indebtedness), any net loss or gain resulting from hedge agreements for currency exchange risk associated with the above or any other currency related risk and those resulting from intercompany Indebtedness) and any foreign currency translation or transaction gains or losses shall be excluded;

(15) any unrealized net gains and losses resulting from Hedging Obligations and the application of Accounting Standards Codification #815 shall be excluded;

(16) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a good faith determination that it expects to receive reimbursement within 365 days (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), (x) the amount of any fee, cost, expense or reserve with respect to liability or casualty events or business interruption shall be excluded, and (y) proceeds of such insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace shall be included; and

(17) to the extent actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance, fees, costs, expenses or reserves incurred to the extent covered by indemnification provisions in any agreement in connection with any sale of Capital Stock, acquisition, Permitted Investment, Restricted Payment, Asset Sale, disposition, recapitalization, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (in each case, including any such transaction consummated prior to the Issue Date) shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 4.04 hereof only (other than clause (3)(D) of Section 4.04(a) hereof) there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Issuer and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Issuer and its Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Issuer or any of its Restricted Subsidiaries, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under clause (3)(D) of Section 4.04(a) or clause (vii)(b) of Section 4.04(b) hereof.

"*Consolidated Secured Debt Ratio*" means, as of any date of determination, the ratio of (1) the sum of (a) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries that is secured by Liens as of such date of determination and (b) the Reserved Indebtedness Amount secured by a Lien as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio."

"*Consolidated Total Assets*" means, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or like caption) on a consolidated balance sheet of the Issuer and its Subsidiaries at such date, determined with such pro forma adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"*Consolidated Total Indebtedness*" means, as to any Person at any date of determination, an amount equal to the sum of (1) the aggregate amount of all outstanding Indebtedness (other than Indebtedness incurred in connection with any NMTC Transaction permitted under Section 4.03(b)(xxix)) hereof of such Person and its Restricted Subsidiaries on a consolidated basis consisting of Indebtedness for borrowed money, Obligations in respect of Capitalized Lease Obligations and debt obligations evidenced by promissory notes and similar instruments and (2) the aggregate amount of all outstanding Disqualified Stock of such Person and all Preferred

Stock of its Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and Preferred Stock equal to the greater of their respective voluntary or involuntary liquidation preferences and maximum fixed repurchase prices, in each case determined on a consolidated basis in accordance with GAAP, less unrestricted cash and Cash Equivalents included on the consolidated balance sheet of such Person and any Restricted Subsidiaries as of such date; *provided* that "Consolidated Total Indebtedness" shall exclude any obligation, liability or indebtedness of such Person if, upon or prior to the maturity date thereof, such Person has irrevocably deposited with the proper Person in trust or escrow the necessary funds (or evidences of indebtedness) for the payment, redemption or satisfaction of such obligation, liability or indebtedness, and thereafter such funds and evidences of such obligation, liability or indebtedness or other security so deposited are not included in unrestricted cash and Cash Equivalents, in accordance with GAAP. For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Stock or Preferred Stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or Preferred Stock as if such Disqualified Stock or Preferred Stock were purchased on any date on which Consolidated Total Indebtedness shall be required to be determined pursuant to this Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock or Preferred Stock, such fair market value shall be determined reasonably and in good faith by the Issuer.

"*Consolidated Total Leverage Ratio*" means, as of any date of determination, the ratio of (1) the sum of (a) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries as of such date of determination and (b) the Reserved Indebtedness Amount as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the*pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio."

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent,

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Corporate Trust Office*" means the office of the Trustee at which at any particular time its corporate trust business related to this Indenture shall be principally administered, which office at the date of the execution of this instrument is located at 150 East 42nd Street, 40th Floor, New York NY 10017, Attention: Corporate Trust Services, Administrator for PQ Corporation, or such other address as the Trustee may designate from time to time by notice to the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Issuer).

"*CPQ*" means CPQ Midco I Corporation.

"*Credit Facilities*" means, with respect to the Issuer or any Restricted Subsidiary, one or more debt facilities, including the Senior Credit Facilities, or other financing arrangements (including, without limitation, commercial paper facilities with banks or other institutional lenders or investors or indentures) providing for revolving credit loans, term loans, letters of credit or other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements, or refundings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that refinance any part of the loans, notes or other securities, other credit facilities or commitments thereunder, including any such refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof (*provided* that such increase in borrowings is permitted under Section 4.03 hereof) or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

"*Custodian*" means the Trustee, as custodian with respect to the Securities in global form, or any successor entity thereto.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Depositary*" means, with respect to the Securities issuable or issued in whole or in part in global form, the Person specified in Section 2.04 hereof as the Depositary with respect to the Securities, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"*Designated Non-cash Consideration*" means the fair market value of non-cash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate of the Issuer, setting forth the basis of such valuation, less the amount of Cash Equivalents received in connection with a subsequent sale, redemption, repurchase of, or collection or payment on, such Designated Non-cash Consideration.

"*Designated Preferred Stock*" means Preferred Stock of the Issuer, any Restricted Subsidiary or any direct or indirect parent company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officer's Certificate of the Issuer, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (3) of Section 4.04(a) hereof.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the Securities or the date the Securities are no longer outstanding; *provided*, *however*, that if such Capital Stock is issued to any current or former employee or to any plan for the benefit of employees, directors, officers, members of management or consultants of the Issuer or its Subsidiaries or by any such plan to such employees, directors, officers, members or management or consultants, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's, director's, officer's, management member's or consultant's termination, death or disability.

"*Domestic Subsidiary*" means a Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"*EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital (including pursuant to any tax sharing or tax distribution arrangements), including, without limitation, federal, state, local, provincial, foreign, excise, franchise, property and similar taxes and foreign withholding taxes and foreign unreimbursed value added taxes (including, in each case, penalties and interest related to such taxes or arising from tax examinations) of or with respect to such Person paid or accrued during such period deducted (and not added back) in computing Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period plus bank fees and costs of surety bonds in connection with financing activities, plus amounts excluded from Consolidated Interest Expense as set forth in clauses (i), (ii), (iii), (iv) and (v) in the definition thereof, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income plus commissions, discounts and other fees and charges owed with respect to letters of credit, bankers' acceptance or any similar facilities or financing and Hedging Obligations; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same was deducted (and not added back) in computing Consolidated Net Income; *plus*

(d) (i) Transaction Expenses and (ii) transaction fees, costs and expenses (including rationalization, legal, tax and structuring fees, costs and expenses) incurred in connection with the consummation of any transaction (or any transaction proposed and not consummated) permitted under this Indenture, including any Equity Offering, Permitted Investment, Restricted Payments, acquisitions, dispositions, recapitalizations, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (including any amortization or write-off of debt issuance or deferred financings costs, premiums and prepayment penalties) or similar transactions or any Qualifying IPO, including (x) such fees, expenses or charges related to the offering of the Securities, the Unsecured Notes, the Senior Credit Facilities and the Receivables Facility, (y) any amendment or other modification of the Securities, the Unsecured Notes, the Existing Senior Notes, any Credit Facility and the Receivables Facility and (z) commissions, discounts, yield and other fees and charges (including any interest expense related to any Receivables Facility), in each case, deducted (and not added back) in computing Consolidated Net Income; *plus*

(e) the amount of any costs, charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings (including sourcing), operating expense reductions, operating improvements, product margin synergies and product cost and other synergies and similar initiatives, integration, transition, reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, restructuring costs (including those related to tax restructurings), charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, business optimization and other restructuring costs, charges, accruals, reserves and expenses (including, without limitation, inventory optimization programs, software development costs, the opening, closure, relocation and/or consolidation of facilities and plants, unused warehouse space costs, costs related to entry into new markets, unused warehouse space costs, and consulting and other professional fees, signing or retention costs, retention or completion charges or bonuses, relocation expenses, severance payments, curtailments and modifications to or losses on settlement of pension and post-retirement employee benefit plans, excess pension charges, pension related charges under FASB ASC 715, accretion of asset retirement obligations in accordance with FASB ASC 410, contract termination costs, future lease commitments, new system design and implementation costs and project startup costs and expenses attributable to the implementation of cost savings initiatives and professional and consulting fees incurred in connection with any of the foregoing); *plus*

(f) any other non-cash charges or losses, including (i) any write offs or write downs, (ii) the vesting of warrants and stock options and other equity based awards compensation, (iii) losses on sales, disposals or abandonment of, or any impairment charges or asset write off related to, intangible assets, long-lived assets and investments in debt and equity securities, (iv) all losses from investments recorded using the equity method (other than to the extent funded with cash) and (v) other non-cash charges, non-cash expenses or non-cash losses reducing Consolidated Net Income for such period (*provided* that if any such non-cash charges, expenses or losses represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); *plus*

(g) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-Wholly-Owned Subsidiary deducted (and not added back) in such period in calculating Consolidated Net Income; *plus*

(h) the amount of management, monitoring, consulting, transaction and advisory fees (including termination fees) and related indemnities and expenses paid or accrued in such period to the Permitted Holders or other persons with a similar interest in the Issuer or its direct or indirect parent companies to the extent otherwise permitted under Section 4.08 hereof and deducted (and not added back) in such period in computing Consolidated Net Income; *plus*

(i) expected cost savings (including sourcing), operating expense reductions, other operating improvements and expense reductions and product margin synergies and product cost and other synergies projected by the Issuer in good faith to be realized as a result of (i) the Transactions and (ii) specified actions taken or to be taken by the Issuer or any of its Restricted Subsidiaries (calculated on a *pro forma* basis as though such cost savings, operating improvements and expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating improvements and expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that such cost savings, expense reductions, operating improvements and synergies are reasonably identifiable and factually supportable and are reasonably anticipated to be realized within 24 months after the change, acquisition or disposition that is expected to result in such cost savings, expense reductions, or operating improvements and other synergies (which adjustments may be incremental to *pro forma* adjustments made pursuant to the definition of "Fixed Charge Coverage Ratio"); *plus*

(j) the amount of loss on sale of receivables and related assets to the Receivables Subsidiary in connection with a Receivables Facility *plus*

(k) (i) any charges, costs, expenses, accruals or reserves incurred by the Issuer or a Restricted Subsidiary pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, pension plan or other long-term or post-employment benefit, any stock subscription or shareholder agreement or any distributor equity plan or agreement, including any fair value adjustments that may be required under liquidity puts for such arrangements, (ii) any charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Capital Stock held by management of the Issuer, any direct or indirect parent company and/or any of its subsidiaries, in each case to the extent that such charges, costs, expenses, accruals or reserves are funded with cash proceeds contributed to the capital of the Issuer as a result of capital contribution or as a result of the sale or issuance of Capital Stock (other than Disqualified Stock) of the Issuer solely to the extent that such net cash proceeds are excluded from the calculation set forth in Section 4.04(a)(3) hereof and (iii) any charges, costs, or expenses incurred in respect of bonus payments pursuant to employee incentive programs (including any bonus plans) that exceed 100% of the total amount projected for such payments; *plus*

(l) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(m) earn-out and contingent consideration obligations incurred or accrued in connection with any acquisition or other Permitted Investment and paid or accrued during such period and on similar acquisitions and Permitted Investments completed prior to the Issue Date; *plus*

(n) with respect to any joint venture that is not a Restricted Subsidiary, an amount equal to the proportion of those items described in clauses (a) to (c) above relating to such joint venture corresponding to such Person's and its Restricted Subsidiaries' proportionate share of such joint venture's Consolidated Net Income (determined as if such joint venture were a Restricted Subsidiary); *plus*

(o) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs; *plus*

(p) at the option of the Issuer, (A) the excess of GAAP rent expense over actual cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent or the application of fair value adjustments made as a result of recapitalization or purchase accounting, in each case, for GAAP purposes, (B) the non-cash amortization of tenant allowances and (C) the cash portion of sublease rentals received by such Person; *provided* that, in each case, if any such non-cash charge represents an accrual or reserve for potential cash items in any future period, such Person may determine not to add back such non-cash charge in the current period; *plus*

(q) the Consolidated Net Income attributable to the percentage ownership of any joint venture that is accounted for under the equity method attributable to the Issuer; *plus*

(r) the amount of travel expenses, payroll taxes, indemnification payments, director's fees and any other charges, costs, expenses, accruals or reserves incurred in connection with, or amounts payable to, any director of the board of the Issuer or its parent entities in connection with such director serving as a member of such board of directors and performing his or her duties in respect thereof; *plus*

(s) Synthetic Lease Obligations, to the extent deducted as an expense in such period.

(2) decreased (without duplication) by:

(a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase EBITDA in such prior period, *plus*

(b) any net income from disposed or discontinued operations; and

(3) increased or decreased by (without duplication), as applicable, any adjustments resulting from the application of ASC Topic Number 460 (*Guarantees*).

"*EMU*" means economic and monetary union as contemplated in the Treaty on European Union.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"*Equity Offering*" means any public or private sale of common stock or Preferred Stock of the Issuer or any of its direct or indirect parent companies (excluding Disqualified Stock), other than:

(1) public offerings with respect to the Issuer's or any direct or indirect parent company's common stock registered on Form S-8;

(2) issuances to any Subsidiary of the Issuer; and

(3) any such public or private sale that constitutes an Excluded Contribution.

"*euro*" means the single currency of participating member states of the EMU.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"*Excluded Contribution*" means net cash proceeds, marketable securities or Qualified Proceeds received by the Issuer after the Issue Date from:

(1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of the Issuer or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Issuer) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Issuer,

in each case designated as Excluded Contributions pursuant to an Officer's Certificate of the Issuer on or promptly after the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in Section 4.04(a)(3) hereof.

"*Existing Senior Notes*" means the 8.500% Senior Notes due 2022 issued by Eco Services Operations LLC, pursuant to an indenture, dated as of October 24, 2014, by and among Eco Services Operations LLC and Eco Finance Corp., as issuers, and Wilmington Trust, National Association, as trustee.

"*Fixed Charge Coverage Ratio*" means, with respect to any Person, the ratio of (1) EBITDA of such Person and its Restricted Subsidiaries for such period to (2) the Fixed Charges of such Person and its Restricted Subsidiaries for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the Calculation Date. In the event that such Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repurchases, redeems, retires or extinguishes any Indebtedness (other than Indebtedness under any revolving credit facility or revolving advances under any Receivables Facility, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during such applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Fixed Charge Coverage Ratio Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, repurchase, redemption, retirement or extinguishment of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period for which internal financial statements are available; *provided*, *however*, that the *pro forma* calculation shall not give any effect to any Indebtedness incurred on such determination date pursuant to Section 4.03(b) hereof.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, amalgamations, mergers (including the Transactions), consolidations and discontinued operations (as determined in accordance with GAAP), Subsidiary designations and any operational changes or cost savings initiatives that the Issuer or any of its Restricted Subsidiaries has determined to make or has made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, amalgamations, mergers, consolidations, discontinued operations and operational changes (and the change in any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Issuer or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, amalgamation, merger, consolidation, discontinued operation or operational change that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, amalgamation, consolidation or operational change had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to an Investment, acquisition, disposition, amalgamation, merger (including the Transactions), consolidation, discontinued operation or operational change, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer (and may include (to the extent not already included in EBITDA), (a) cost savings (including sourcing), operating expense reductions and other operating improvements or synergies resulting from such Investment, acquisition, disposition, amalgamation, merger, consolidation (including the Transactions), discontinued operation or operational change, which is being given *pro forma* effect that have been or are expected to be realized and reasonably identifiable and factually supportable and are reasonably anticipated to be realized within 24 months after the change, acquisition or disposition that is expected to result in such cost savings, expense reductions, or operating improvements and other synergies and (b) adjustments of the nature used in connection with the calculation of "*Adjusted EBITDA*" and "*Pro Forma Combined AdjustedEBITDA*" as set forth in footnote (2) to "*Summary—Summary Historical Financial and Unaudited Pro Forma Condensed CombinedFinancial and Other Data*" in the Offering Memorandum). If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate. Interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such indebtedness during the applicable period.

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the average exchange rate for such currency for the most recent twelve month period immediately prior to the date of determination in a manner consistent with GAAP.

"*Fixed Charges*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"*Foreign Subsidiary*" means any Subsidiary that is not a Domestic Subsidiary.

"*GAAP*" means generally accepted accounting principles in the United States which are in effect on the Issue Date, except for any reports required to be delivered under Section 4.02 hereof, which shall be prepared in accordance with GAAP in effect on the date thereof. At any time after the Issue Date, the Issuer may irrevocably elect to apply IFRS accounting principles in lieu of GAAP, and upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS pursuant to the previous sentence.

"*Government Securities*" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"*Governmental Authority*" means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank), in each case whether associated with a state or locality of the U.S., the U.S., or a foreign government.

"*guarantee*" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"*Guarantee*" means the guarantee by any Guarantor of the Issuer's Obligations under this Indenture and the Securities pursuant to Article 10.

"*Guarantor*" means each Person that Guarantees the Securities in accordance with the terms of this Indenture.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies (including, for the avoidance of doubt, under all "Hedging Obligations" as defined in the Senior Credit Facilities).

"*Holder*" means the Person in whose name a Security is registered in the Securities Register.

"*Holdings*" means PQ Holdings Inc.

"*IFRS*" means international accounting standards within the meaning of International Accounting Standards Regulation 1606/2002, as in effect from time to time, to the extent relevant to the applicable financial statements.

"*Indebtedness*" means, with respect to any Person, without duplication:

(1) any indebtedness (including principal and premium) of such Person, whether or not contingent:

(a) in respect of borrowed money;

(b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof);

(c) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), which purchase price is (A) due more than six months from the date of incurrence of the obligation in respect thereof or (B) evidenced by a note or similar written instrument, except

(i) any such balance that constitutes an obligation in respect of a commercial letter of credit, a trade payable or similar obligation, in each case accrued in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and is not paid within 30 days of becoming due and payable and (iii) any such obligations under ERISA or liabilities associated with customer prepayments and deposits; or

(d) representing any Hedging Obligations;

if and to the extent that any of the foregoing Indebtedness (other than letters of credit (other than commercial letters of credit) and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (1) of a third Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business; and

(3) to the extent not otherwise included, the obligations of the type referred to in clause (1) of a third Person secured by a Lien on any asset owned by such first Person, whether or not such Indebtedness is assumed by such first Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (i) the fair market value of such asset at such date of determination, and (ii) the amount of such Indebtedness of such other Person;

provided, *however*, that notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations incurred in the ordinary course of business and (2) deferred or prepaid revenues; *provided*, *further*, that in no event shall obligations under any Hedging Obligations be deemed "Indebtedness" for any calculation of a financial ratio under this Indenture.

Notwithstanding anything in this Indenture to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic No. 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Indenture but for the application of this sentence shall not be deemed an incurrence of Indebtedness under this Indenture.

"*Indenture*" means this Indenture as amended or supplemented from time to time.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant, in each case of nationally recognized standing that is, in the good faith judgment of the Issuer, qualified to perform the task for which it has been engaged.

"Initial Purchasers" means Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Jefferies LLC, Goldman, Sachs & Co., Deutsche Bank Securities Inc. and KeyBanc Capital Markets Inc.

"*Intercreditor Agreements*" means, collectively, the Pari Passu Intercreditor Agreement and/or the ABL Intercreditor Agreement and any other intercreditor agreement, entered into by the Collateral Agent pursuant to which the Liens securing any Obligations (other than Obligations under the Securities and the Guarantees) are subordinated to the Liens securing the Securities and the Guarantees.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or, in either case, an equivalent rating by any other Rating Agency.

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or debt instruments constituting loans or advances among the Issuer and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"*Investments*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, commission, travel and similar advances to officers, directors, distributors, consultants and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes thereto) of the Issuer in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. The amount of any Investment shall be deemed to be the amount actually invested, without adjustment for subsequent increases or decreases in value or any write-downs or write-offs, but giving effect to any repayments thereof in the form of loans and any return on capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of such Investment). For purposes of the definition of "Unrestricted Subsidiary" and Section 4.04 hereof:

(1) "Investments" shall include the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the Issuer at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(a) the Issuer's "Investment" in such Subsidiary at the time of such redesignation;*less*

(b) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Issuer.

"*Investors*" means (i) CCMP Capital Advisors, LP and their Affiliates but not including, however, any of their operating portfolio companies and (ii) Ineos Capital Partners and their Affiliates but not including, however, any of their operating portfolio companies.

"*Issue Date*" means May 4, 2016.

"*Issuer*" means the party named as such in the Preamble to this Indenture and successors thereto.

"*Junior Lien Obligations*" means the Obligations with respect to other Indebtedness permitted to be incurred under this Indenture, which is by its terms intended to be secured by the Collateral on a basis junior to the Securities pursuant to customary intercreditor arrangements entered into in accordance with the terms of this Indenture and the Security Documents; *provided* such Lien is permitted to be incurred under this Indenture.

"*Legal Holiday*" means a Saturday, a Sunday or any other day on which commercial banking institutions are not required by law, regulation or executive order to be open in the State of New York or in the State at the place of payment. If a payment date at a place of payment is on a Legal Holiday, payment shall be made at that place on the next succeeding Business Day, and no interest shall accrue on such payment for the intervening period.

"*Lien*" means, with respect to any asset, any mortgage, lien, deed of trust, hypothecation, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof); *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"*Management Investors*" means the officers, directors, employees and other members of the management of the Issuer, any direct or indirect parent company of the Issuer and/or any Subsidiary of Holdings.

"*Market Capitalization*" means an amount equal to (i) the total number of issued and outstanding shares of common Equity Interests of the Issuer or the applicable parent company, as applicable, on the date of the declaration of a Restricted Payment permitted pursuant to Section 4.04(b)(ix) hereof multiplied by (ii) the arithmetic mean of the closing prices per share of such common Equity Interests on the principal securities exchange on which such common Equity Interests are traded for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

"*Material Real Estate Asset*" means, on the Issue Date, the Real Estate Assets at (i) 1700 Kansas Avenue, Kansas City, KS 66105-1198, (ii) 20720 South Wilmington Avenue, Long Beach, CA 90810 and (iii) 100 Mococo Road, Martinez, CA 94553.

"*Mortgages*" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Collateral Agent, for the benefit of the Collateral Agent and the holders of the Notes, on any Material Real Estate Asset constituting Collateral.

"*Moody's*" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"*Net Income*" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

"*Net Proceeds*" means the aggregate cash proceeds received by the Issuer or any of its Restricted Subsidiaries in respect of any Asset Sale, including, without limitation, any cash received in respect of or upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof (including pursuant to any tax sharing or tax distribution arrangements), taxes paid or payable as a result thereof, amounts required to be applied to the repayment of principal, premium, if any, and interest on Indebtedness (other than Subordinated Indebtedness) secured by a Lien on the assets disposed of required (other than required by Sections 4.06(b)(i) and 4.06(c)(i)) hereof to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Issuer or any of its Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Issuer or any of its Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"*NMTC Transactions*" means one or more transactions involving the disposition and/or financing of Real Estate Assets owned by any Subsidiary of Holdings in the form of a new market tax credit financing or similar financing in an aggregate amount not to exceed $75,000,000.

"*Notes Priority Collateral*" means all Collateral other than ABL Priority Collateral.

"*Obligations*" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, expenses, indemnification, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"*Offering Memorandum*" means the Offering Memorandum relating to the offering of the Original Securities dated April 26, 2016.

"*Officer*" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Issuer.

"*Officer's Certificate*" means, with respect to the Issuer, a certificate signed by an Officer of the Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer that meets the requirements set forth in this Indenture and provided to the Trustee.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer.

"*Parent Company*" means any Person so long as such Person directly or indirectly owns at least 80.0% of the total voting power of the Capital Stock of the Issuer, and at the time such Person acquired such voting power, no Person and no group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision), including any such group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) (other than any Permitted Holders), shall have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provisions), directly or indirectly, of 50.0% or more of the total voting power of the Voting Stock of such Person.

"*Pari Passu Agent*" means (i) with respect to the Pari Passu Intercreditor Agreement, the Term Loan Credit Agreement Agent, the Collateral Agent and the Authorized Representative of any additional series of Pari Passu Obligations that becomes subject to the Pari Passu Intercreditor Agreement and (ii) with respect to the ABL Intercreditor Agreement, the Term Loan Credit Agreement Agent, the Collateral Agent and the agent or the trustee acting on behalf of any additional series of Pari Passu Obligations that becomes subject to the ABL Intercreditor Agreement.

"*Pari Passu Intercreditor Agreement*" means the intercreditor agreement, as amended, restated, amended and restated, supplemented and otherwise modified from time to time, among the Term Loan Credit Agreement Agent, the Collateral Agent and acknowledged by the Issuer and Guarantors, dated as of the Issue Date.

"*Pari Passu Obligations*" means (i) all Obligations owing pursuant to the Securities, the Security Documents, this Indenture and the Guarantees, (ii) all Obligations owing pursuant to the Term Loan Credit Agreement including any Hedging Obligations and cash management agreements that are secured equally and ratably with the loans and other extensions of credit under the Term Loan Credit Agreement and (iii) with respect to (x) the Pari Passu Intercreditor Agreement, any "Additional Pari Passu Obligations", which means any Obligations with respect to which a Pari Passu Agent has become party to the Pari Passu Intercreditor Agreement and, if so applicable, the ABL Intercreditor Agreement (in accordance with the procedures set forth therein) on behalf of the holders of such Obligations to the extent the Liens securing such Obligations are permitted by clauses (6), (20), (36), (39), (40), (41), (42) (in each case, other than Liens securing ABL Obligations), and, solely in the case of Refinancing Indebtedness in respect of the Securities, clause (18) of the definition of "Permitted Liens" and (y) any other Intercreditor Agreement, any Obligations with respect to which a Pari Passu Agent has become party to such Intercreditor Agreement on behalf of the holders of such Obligations to the extent the Liens securing such Obligations are not prohibited by this Indenture (including, if applicable, as a result of such Liens being subordinated to the Liens securing the Obligations under the Securities and the Guarantees pursuant to an Intercreditor Agreement).

"*Paying Agent*" means an office or agency maintained by the Issuer pursuant to the terms of this Indenture, where Securities may be presented for payment.

"*Permitted Asset Swap*" means the substantially concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any Cash Equivalents received must be applied in accordance with Section 4.06 hereof.

"*Permitted Holders*" means (i) each of the Investors, (ii) each of the Management Investors and (iii) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, such Permitted Holders and members of management, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Issuer or any of its direct or indirect parent companies. Any person or group (within the meaning of Section 13(d)(3) of Section 14(d)(2) of the Exchange Act, or any successor provision) whose acquisition of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of Section 4.09 hereof (or would result in a Change of Control Offer in the absence of the waiver of such requirement by Holders in accordance with Section 4.09 hereof) shall thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"*Permitted Investments*" means:

(1) any Investment in the Issuer or any of its Restricted Subsidiaries;

(2) any Investment in cash and Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Issuer or any of its Restricted Subsidiaries in a Person (including in the Equity Interests of such Person) if as a result of such Investment (a) such Person becomes a Restricted Subsidiary or (b) such Person, in one transaction or a series of related transactions, is merged, amalgamated or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary, and, in each case, any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation or transfer;

(4) any Investment in securities or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to Section 4.06(a) hereof or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date and any extension, modification, replacement, renewal or reinvestments of any such Investments existing or committed on the Issue Date (other than reimbursements of Investments in the Issuer or any Subsidiary); *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment or commitment as in existence on the Issue Date or (y) as otherwise permitted under this Indenture;

(6) any Investment acquired by the Issuer or any of its Restricted Subsidiaries:

(a) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of, or settlement of delinquent accounts and disputes with or judgments against, the issuer of such other Investment or accounts receivable;

(b) as a result of a foreclosure by the Issuer or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates; or

(d) in settlement of debts created in the ordinary course of business;

(7) Hedging Obligations permitted under clause (x) of Section 4.03(b) hereof;

(8) any Investment in a Similar Business having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (8) that are at that time outstanding, not to exceed the greater of (x) $200.0 million and (y) 5.0% of Consolidated Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided*, *however*, that if any Investment pursuant to this clause (8) is made in any Person that is not a Restricted Subsidiary of the Issuer at the date of the making of such Investment and

such Person becomes a Restricted Subsidiary after such date, such investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (8) for so long as such Person continues to be a Restricted Subsidiary;

(9) Investments the payment for which consists of Equity Interests (exclusive of Disqualified Stock) of the Issuer, or any of its direct or indirect parent companies; *provided*, *however*, that such Equity Interests will not increase the amount available for Restricted Payments under Section 4.04(a)(3) hereof;

(10) guarantees (including Guarantees) of Indebtedness permitted under Section 4.03 hereof, performance guarantees and Contingent Obligations in the ordinary course of business and the creation of liens on the assets of the Issuer or any of its Restricted Subsidiaries in compliance with Section 4.13 hereof, including, without limitation, any guarantee or other obligation issued or incurred under the Senior Credit Facilities in connection with any letter of credit issued for the account of the Issuer or any of its Subsidiaries (including with respect to the issuance of, or payments in respect of drawings under, such letters of credit);

(11) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Section 4.08(b) hereof (except transactions described in clauses (ii), (v) and (viii) thereof);

(12) Investments consisting of or to finance purchases and acquisitions of inventory, supplies, materials, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(13) Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (13) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of, or have not been subsequently sold or transferred for, cash or marketable securities), not to exceed the greater of (x) $200.0 million and (y) 5.0% of Consolidated Total Assets (with the fair market value of each investment being measured at the time made and without giving effect to subsequent changes in value); *provided*, *however*, that if any Investment pursuant to this clause (13) is made in any Person that is not a Restricted Subsidiary of the Issuer at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (13) for so long as such Person continues to be a Restricted Subsidiary;

(14) Investments relating to a Receivables Subsidiary that, in the good faith determination of the Issuer, are necessary or advisable to effect any Receivables Facility;

(15) loans and advances to, or guarantees of Indebtedness of, officers, directors, employees, managers, consultants or independent contractors and members of management of the Issuer (or their respective immediate family members), any of its Subsidiaries or any direct or indirect parent of the Issuer not in excess of $5.0 million outstanding at any one time, in the aggregate (calculated without regard to write-downs or write-offs thereof);

(16) loans and advances to present or former officers, directors, employees, consultants, managers, members of management and independent contractors of payroll payments or other compensation and for travel, moving, entertainment and other similar expenses, drawing accounts and similar expenditures, in each case incurred in the ordinary course of business or consistent with past practices or to fund such Person's purchase of Equity Interests of the Issuer or any direct or indirect parent company thereof;

(17) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(18) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course;

(19) Investments in the Issuer or any Subsidiary or any joint venture as required by, or made pursuant to, intercompany cash management arrangements, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements or related activities arising in the ordinary course of business;

(20) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(21) Investments in joint ventures in an aggregate amount not to exceed the greater of (i) $80.0 million and (ii) 2.0% of Consolidated Total Assets outstanding at any one time;

(22) the Securities and the related Guarantees;

(23) guarantees of leases (other than capital leases) or of other obligations not constituting Indebtedness, in each case in the ordinary course of business;

(24) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Issuer or any Subsidiary; and

(25) Investments made in connection with any NMTC Transaction.

"*Permitted Liens*" means, with respect to any Person:

(1) (a) (i) pledges, deposits or security by such Person under workmen's compensation laws, unemployment insurance, employers' health tax and other social security laws or similar legislation or regulations, health, disability or other employee benefits or property and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty, liability or other insurance to the Issuer and its Subsidiaries; or (b) Liens, pledges and deposits in connection with bids, tenders, contracts (other than for Indebtedness for borrowed money) or leases, statutory obligations, surety, stay, customs, bid and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, performance and completion guarantees and other obligations of a like nature (including letters of credit in lieu of any such items or to support the issuance thereof) incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business and obligations in respect of letters of credit or bank guarantees that have been posted to support payment of the items described in this clause (1);

(2) Liens imposed by law, such as landlord's, banks', carriers', warehousemen's, workmen's, materialmen's, repairmen's, construction and mechanics' Liens, (i) for sums not yet overdue for a period of more than 30 days, (ii) being contested in good faith by appropriate actions or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP or (iii) with respect to which the failure to make payment could not reasonably be expected to have a material adverse effect;

(3) Liens for taxes, assessments or other governmental charges (i) not yet overdue for a period of more than 30 days, (ii) which are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP, (iii) for property taxes on property that the Issuer or one of its Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property or (iv) with respect to which the failure to make payment could not reasonably be expected to have a material adverse effect;

(4) Liens in favor of issuers of performance, surety, bid, indemnity, warranty, release, appeal or similar bonds or with respect to other regulatory requirements or letters of credit or bankers' acceptances issued, and completion guarantees provided for, in each case pursuant to the request of and for the account of such Person in the ordinary course of its business or consistent with past practice prior to the Issue Date;

(5) minor survey exceptions, minor encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially impair their use in the operation of the business of such Person;

(6) Liens securing Indebtedness permitted to be incurred pursuant to clause (iv), (xii)(b), (xiv)(y), (xviii) or (xxvi) of Section 4.03(b) hereof; *provided* that (a) Liens securing Indebtedness, Disqualified Stock or Preferred Stock to be Incurred pursuant to Section 4.03(b)(iv) or (xxvi) hereof are limited to the assets financed with such Indebtedness, Disqualified Stock or Preferred Stock and any replacements thereof, additions and accessions thereto and the proceeds and products thereof and related property and (b) Liens securing Indebtedness permitted to be incurred pursuant to clause (xviii) extend only to the assets of non-Guarantor Subsidiaries;

(7) Liens existing on the Issue Date (other than Liens securing the Term Loan Credit Agreement, the ABL Credit Agreement, and the Securities);

(8) Liens existing on property or shares of stock of a Person at the time such Person becomes a Subsidiary *provided*, *however*, such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided*, *further*, *however*, that such Liens may not extend to any other property owned by the Issuer or any of its Restricted Subsidiaries;

(9) Liens existing on property at the time the Issuer or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Issuer or any of its Restricted Subsidiaries; *provided, however*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, merger, amalgamation or consolidation; *provided, further*, *however*, that the Liens may not extend to any other property owned by the Issuer or any of its Restricted Subsidiaries;

(10) Liens securing Indebtedness or other obligations of the Issuer or a Restricted Subsidiary owing to the Issuer or another Restricted Subsidiary permitted to be incurred in accordance with Section 4.03 hereof;

(11) Liens securing Hedging Obligations and in respect of Cash Management Services so long as the related Indebtedness is permitted to be incurred under this Indenture;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of documentary letters of credit or bankers' acceptances, a bank guarantee or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) leases, subleases, licenses or sublicenses, grants or permits (including with respect to intellectual property and software) granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Issuer or any of its Restricted Subsidiaries and the customary rights reserved or vested in any Person by the terms of any lease, sublease, license, sublicense, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(14) Liens arising from Uniform Commercial Code (or equivalent statutes) financing statement filings regarding operating leases or accounts in connection with any transaction otherwise permitted under this Indenture;

(15) Liens in favor of the Issuer or any Guarantor;

(16) Liens on equipment of the Issuer or any of its Restricted Subsidiaries granted in the ordinary course of business to the Issuer's or its Subsidiaries' customers;

(17) (a) Liens on accounts receivable and related assets incurred in connection with a Receivables Facility and (b) Liens on assets sold or transferred or purported to be sold or transferred to a Receivables Subsidiary in connection with a Receivables Facility and the proceeds of such assets;

(18) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in clauses (6), (7), (8), (9) and (39) of this definition; *provided*, *however*, that (a) such new Lien shall be limited to all or part of the same property that secured the original Lien (other than the proceeds and products thereof, accessions thereto and improvements on such property), and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (i) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under such clauses (6), (7), (8), (9) and (39) at the time the original Lien became a Permitted Lien under this Indenture, and (ii) an amount necessary to pay any accrued interest and fees (including original issue discount, upfront fees or similar fees) and expenses, including premiums (including tender premiums), related to such refinancing, refunding, extension, renewal or replacement;

(19) deposits made or other security provided to secure liabilities to insurance carriers under insurance or self-insurance arrangements in the ordinary course of business;

(20) Liens securing judgments for the payment of money not constituting an Event of Default under Section 6.01(f) hereof so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(21) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(22) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(23) Liens deemed to exist in connection with Investments in repurchase agreements or other Cash Equivalents permitted under Section 4.03 hereof; *provided* that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement or other Cash Equivalent;

(24) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(25) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Issuer or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Issuer and its Restricted Subsidiaries; (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any of its Restricted Subsidiaries in the ordinary course of business and (iv) relating to commodity trading or other brokerage accounts incurred in the ordinary course of business;

(26) Liens solely on any cash earnest money deposits made by the Issuer or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Indenture;

(27) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the Issuer or any of its Restricted Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(28) restrictive covenants affecting the use to which real property may be put; *provided*, *however*, that the covenants are complied with;

(29) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(30) zoning by-laws and other land use restrictions, including, without limitation, site plan agreements, development agreements and contract zoning agreements;

(31) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business;

(32) Liens arising from Personal Property Security Act financing statement filings regarding leases entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(33) (i) customary transfer restrictions and purchase options in joint venture and similar agreements, (ii) Liens on Equity Interests in joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (iii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries entered into in the ordinary course of business;

(34) (i) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business, (ii) Liens arising out of conditional sale, title retention or similar arrangements for the sale of goods in the ordinary course of business and (iii) Liens arising by operation of law under Article 2 of the Uniform Commercial Code;

(35) Liens on the assets and Capital Stock of non-Guarantor Subsidiaries of the Issuer securing Indebtedness permitted to be incurred by non-Guarantor Subsidiaries under this Indenture;

(36) other Liens securing obligations not to exceed the greater of (x) $100.0 million and (y) 2.25% of Consolidated Total Assets, at any one time outstanding;

(37) Liens securing reimbursement obligations in respect of documentary letters of credit or bankers' acceptances in the ordinary course of business,*provided* that such Liens attach only to the documents and goods covered thereby and proceeds thereof;

(38) Liens securing the Specified Property Financing;

(39) Liens securing the Securities, and the related Guarantees (not including any Additional Securities);

(40) Liens securing ABL Obligations in respect of (x) Indebtedness and other obligations permitted to be incurred under any ABL Credit Agreement, including any letter of credit facility relating thereto, that was permitted by the terms of this Indenture to be incurred pursuant to section 4.03(b)(i)(A) hereof and (y) obligations of the Issuer or any Guarantor in respect of any Bank Products or Cash Management Services provided by any agent or lender party to any ABL Credit Agreement permitted to be secured pursuant to clause (x) hereof or any affiliate of such agent or lender (or any Person that was a lender or an affiliate of a lender at the time the applicable agreements pursuant to which such Bank Products or Cash Management Services are provided were entered into);

(41) Liens securing Pari Passu Obligations in respect of (x) Indebtedness and other obligations permitted to be incurred under any Credit Facilities, including any letter of credit facility relating thereto, that was permitted by the terms of this Indenture to be incurred pursuant to Section 4.03(b)(i)(B) hereof (other than with respect to Junior Lien Obligations incurred thereunder) and (y) obligations of the Issuer or any Guarantor in respect of any Bank Products or Cash Management Services provided by any agent or lender party to any Credit Facility permitted to be secured pursuant to clause (x) hereof or any affiliate of such agent or lender (or any Person that was a lender or an affiliate of a lender at the time the applicable agreements pursuant to which such Bank Products or Cash Management Services are provided were entered into);

(42) Liens incurred to secure Obligations in respect of any Indebtedness permitted to be incurred pursuant to the covenant described under Section 4.03 hereof; *provided* that, with respect to Liens securing Obligations permitted under this clause (42), at the time of incurrence and after giving pro forma effect thereto, the Consolidated First Lien Secured Debt Ratio of the Issuer and its Restricted Subsidiaries would be either (1) no greater than 4.25 to 1.0 or (2) on a pro forma basis after giving effect to such incurrence and any related transaction, the Consolidated First Lien Secured Debt Ratio does not increase as a result of such transaction; provided that for purposes of this clause (2), the incurrence of Indebtedness was for purposes of funding an acquisition;

(43) Liens incurred to secure Junior Lien Obligations in respect of any Indebtedness permitted to be incurred pursuant to Section 4.03 hereof; provided that, with respect to Liens securing Junior Lien Obligations permitted under this clause (43), at the time of incurrence and after giving pro forma effect thereto, the Consolidated Secured Debt Ratio of the Issuer and its Restricted Subsidiaries would be either (1) no greater than 5.0 to 1.0 or (2) on a pro forma basis after giving effect to such incurrence and any related transaction, the Consolidated Secured Debt Ratio does not increase as a result of such transaction; provided that for purposes of this clause (2), the incurrence of Indebtedness was for purposes of funding an acquisition; and

(44) Liens arising out of (a) Specified Lease Transactions or (b) NMTC Transactions.

For purposes of determining compliance with this definition, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this definition but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category), (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Issuer shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition, and (z) in the event that a portion of Indebtedness secured by a Lien could be classified as secured in part pursuant to clause (42) or (43) above (giving effect to

the incurrence of such portion of such Indebtedness), the Issuer, in its sole discretion, may classify such portion of such Indebtedness (and any Obligations in respect thereof) as having been secured pursuant to clause (42) or (43), as applicable, above and thereafter the remainder of the Indebtedness as having been secured pursuant to one or more of the other clauses of this definition.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

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

"Personal Property Security Act" means the Personal Property Security Act (Ontario) or similar legislation of any other Canadian province or territory the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"*Preferred Stock*" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"*Public Company Costs*" means costs relating to compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"*Qualified Proceeds*" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; provided that the fair market value of any such assets or Capital Stock shall be determined by the Issuer in good faith.

"*Qualifying IPO*" means the issuance and sale by any direct or indirect parent company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement (whether alone or in connection with a secondary public offering) pursuant to which the net proceeds are received by any direct or indirect parent company and contributed to the Issuer or any Restricted Subsidiary.

"*Rating Agencies*" means Moody's and S&P or if Moody's or S&P or both shall not make a rating on the Securities publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Issuer which shall be substituted for Moody's or S&P or both, as the case may be.

"*Real Estate Asset*" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) of any of the Issuer or Guarantors in and to real property (including, but not limited to, land, improvements and fixtures thereon).

"*Receivables Facility*" means one or more receivables financing facilities, as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are limited-recourse (except for Securitization Undertakings made in connection with such facilities) to the Issuer or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) pursuant to which the Issuer or any of its Restricted Subsidiaries sells its accounts receivable to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts receivable to a Person that is not a Restricted Subsidiary, in each case, with the same or different arrangements, agents, lenders, borrowers or issuer and, in each case, as amended, restated, amended and restated, supplemented, waived, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified in whole or in part from time to time.

"*Receivables Fees*" means distributions or payments made directly or by means of discounts with respect to any accounts receivable or participation interest therein issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

"*Receivables Subsidiary*" means any Subsidiary formed for the purpose of, and that engages only in one or more Receivables Facilities and other activities reasonably related thereto.

"*Related Business Assets*" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business,*provided* that any assets received by the Issuer or a Restricted Subsidiary in exchange for assets transferred by the Issuer or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means, at any time, any direct or indirect Subsidiary of the Issuer (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary; *provided*, *however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of "Restricted Subsidiary."

"*S&P*" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"*Sale and Lease-Back Transaction*" means any arrangement providing for the leasing by the Issuer or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Issuer or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"*SEC*" means the U.S. Securities and Exchange Commission.

"*Secured Indebtedness*" means any Indebtedness of the Issuer or any of its Restricted Subsidiaries secured by a Lien.

"*Securities*" has the meaning given to such term in the Preamble to this Indenture.

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

"*Securitization Undertakings*" means representations, warranties, covenants, repurchase obligations, indemnities and guarantees of performance entered into by the Issuer or any Subsidiary of the Issuer which the Issuer has determined in good faith to be required by a seller or servicer (or parent of such seller or servicer) in a Receivables Facility.

"*Security Documents*" means the security agreements, pledge agreements, mortgages, deeds of trust, collateral assignments and related agreements, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time, creating the security interest in the collateral as contemplated by this Indenture.

"*Security Register*" means the register of Securities, maintained by the Registrar, pursuant to Section 2.04 hereof.

"*Senior Credit Facilities*" means (1) the term loan credit agreement, dated as of the Issue Date, among the Issuer, the other borrowers and guarantors party thereto, the subsidiaries of the Issuer party thereto from time to time, the lenders party thereto from time to time in their capacities as lenders thereunder and Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders including one or more debt facilities or other financing arrangements (including, without limitation, indentures) providing for term loans, revolving loans or other long-term indebtedness that replace or refinance such credit facility, including any such replacement or refinancing facility or indenture that increases or decreases the amount permitted to be borrowed thereunder or alters the maturity thereof and whether by the same or any other agent, lender or group of lenders, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements or refundings thereof or any such indentures or credit facilities that replace or refinance such credit facility, (2) the ABL Credit Agreement, dated as of the Issue Date, among the Issuer, the other borrowers and guarantors party thereto, the subsidiaries of the Issuer party thereto from time to time, the lenders party thereto from time to time in their capacities as lenders thereunder, Citibank, N.A., as administrative agent and as collateral agent and the other agents party thereto, including one or more debt facilities or other financing arrangements (including, without limitation, indentures) providing for term loans or other long-term indebtedness that replace or refinance such credit facility, including any such replacement or refinancing facility or indenture that increases or decreases the amount permitted to be borrowed thereunder or alters the maturity thereof and whether by the same or any other agent, lender or group of lenders, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements or refundings thereof or any such indentures or credit facilities that replace or refinance such credit facility and (3) whether or not the credit agreements referred to in clauses (1) and (2) remain outstanding, if designated by the Issuer to be included in the definition of "Senior Credit Facilities," one or more (i) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrower from lenders against such receivables) or letters of credit, (ii) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances) or

(iii) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different arrangements, agents, lenders, borrowers or issuer and, in each case, as amended, restated, amended and restated, supplemented, waived, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified in whole or in part from time to time.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1,Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

"*Similar Business*" means any business conducted or proposed to be conducted by the Issuer and its Restricted Subsidiaries on the Issue Date or any business that is a reasonable extension, development or expansion of any of the foregoing or is similar, reasonably related, incidental or ancillary thereto.

"*Specified Lease Transactions*" means lease and lease-back and sale and lease-back transactions consummated by the Issuer or any Guarantor and one or more governmental units in connection with arrangements pursuant to applicable state or local law by which the Issuer or a Guarantor obtains partial or full abatement of ad valorem taxes levied against the subject property.

"*Specified Property Financing*" means one or more proposed transactions involving the disposition and/or financing of the Issuer's Kansas City property either before or after the Issue Date in the form of an industrial revenue bond financing in an aggregate amount not to exceed $50,000,000 at any one time outstanding.

"*Sponsor Management Agreements*" means those certain management and consulting agreements, existing as of the Issue Date, by and among the Issuer, on the one hand, and the Investors and/or one or more of their Affiliates and certain other equity investors, on the other hand.

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"*Subordinated Indebtedness*" means, with respect to the Securities, (1) any Indebtedness of either Issuer which is by its terms subordinated in right of payment to the Securities, and (2) any Indebtedness of any Guarantor which is by its terms subordinated in right of payment to the Guarantee of such entity of the Securities.

"*Subsidiary*" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or

controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; *provided* that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"*Subsidiary Guarantors*" means each Restricted Subsidiary that provides a Guarantee of the Securities.

"*Synthetic Lease Obligation*" means the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease.

"*Tax and Trust Funds*" means cash, cash equivalents or other assets comprised solely of (a) funds used for payroll and payroll taxes and other employee benefit payments to or for the benefit of the Issuer's or any Guarantor's employees, (b) all taxes required to be collected, remitted or withheld (including, without limitation, federal and state withholding taxes (including the employer's share thereof)) and (c) any other funds which the Issuer or any Guarantor holds in trust or as an escrow or fiduciary for another person which is not a Loan Party in the ordinary course of business.

"*Term Loan Credit Agreement*" means the Term Loan Credit Agreement, dated as of the Issue Date, among the Issuer, as the borrower, CPQ Midco I Corporation, as holdings, the financial institutions party thereto as lenders and Credit Suisse AG, Cayman Islands Branch, as administrative agent and as collateral agent, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time.

"*Tem Loan Credit Agreement Agent*" means Credit Suisse AG, Cayman Islands Branch, and its successors as administrative agent under the Term Loan Credit Agreement.

"*Transaction Agreement*" means the Reorganization and Transaction Agreement, dated as of August 17, 2015, by and among Holdings, PQ Group Holdings Inc., Eco Merger Sub Corporation, the Issuer, Eco Services TopCo LLC, Eco Services MidCo LLC, Eco Services Group Holdings LLC, Eco Services Intermediate Holdings LLC, Eco Services Operations LLC and affiliates of CCMP Capital Advisors, LP, including all exhibits and disclosure schedules thereto.

"*Transaction Expenses*" means any fees, premiums, expenses, costs or charges (including original issue discount or upfront fees) incurred or paid by the Issuer or its Subsidiaries in connection with the Transactions or any related restructuring transactions, including payments to officers, employees and directors as change of control payments, severance payments, special or retention bonuses and charges for repurchase or rollover of, or modifications to, stock options and/or restricted stock and charges or expenses relating to the repayment of existing Indebtedness.

"*Transactions*" means the transactions contemplated by the Transaction Agreement, the issuance of the Securities and the Unsecured Notes, borrowings under the Senior Credit Facilities and restructuring transactions contemplated by or necessary to effect the Transactions contemplated by the Transaction Agreement

"*Treasury Rate*" means, as of any Redemption Date, the yield to maturity as of such Redemption Date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two Business Days prior to the Redemption Date or, in the case of a satisfaction and discharge or defeasance, that has become publicly available as of two Business Days before the Issuer deposits funds required under this Indenture with the Trustee (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to May 15, 2019; *provided*, *however,* that if the period from the Redemption Date to May 15, 2019 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Triggering Event" means the date six months prior to the Stated Maturity of the Existing Senior Notes, if on such date, any of the Existing Senior Notes shall remain outstanding.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

"*Trust Officer*" means when used with respect to the Trustee, any vice president, any assistant vice president, any trust officer or assistant trust officer, or any other officer of the Trustee customarily performing functions similar by any of the above designated officers and who shall have direct responsibility for the administration of this Indenture, and for purposes of Section 7.01(c)(ii) hereof shall also include any other officer of the Trustee to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"*Trustee*" means the party named as such in the Preamble of this Indenture until a successor replaces it and, thereafter, means the successor.

"*UCC*" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Issuer which at the time of determination is an Unrestricted Subsidiary (as designated by the Issuer, as provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Issuer may designate any Subsidiary of the Issuer (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Issuer or any Subsidiary of the Issuer (other than solely any Subsidiary of the Subsidiary to be so designated); *provided* that

(1) any Unrestricted Subsidiary must be an entity of which the Equity Interests entitled to cast at least a majority of the votes that may be cast by all Equity Interests having ordinary voting power for the election of directors or Persons performing a similar function are owned, directly or indirectly, by the Issuer;

(2) such designation complies with Section 4.04 hereof; and

(3) each of:

(a) the Subsidiary to be so designated; and

(b) its Subsidiaries

has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Issuer or any Restricted Subsidiary.

The Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary;*provided* that, immediately after giving effect to such designation, no Default shall have occurred and be continuing and either:

(1) the Issuer could incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a) hereof; or

(2) the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries would be equal to or greater than such ratio for the Issuer and its Restricted Subsidiaries immediately prior to such designation, in each case on a *pro forma* basis taking into account such designation.

Any such designation by the Issuer shall be notified by the Issuer to the Trustee by promptly filing with the Trustee a copy of the resolution of the board of directors of the Issuer or any committee thereof giving effect to such designation and an Officer's Certificate of the Issuer certifying that such designation complied with the foregoing provisions.

"*Unsecured Notes*" means the Floating Rate Senior Notes issued by the Issuer, pursuant to a Note Purchase Agreement, to be dated as of May 4, 2016, by and among the Issuer and Wilmington Trust, National Association, as noteholder agent.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment; by

(2) the sum of all such payments.

"*Wholly-Owned Subsidiary*" of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares and shares issued to foreign nationals as required under applicable law) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

SECTION 1.02 Other Definitions.

Term	Defined in Section
"Acceptable Commitment"	4.06(b)
"Action"	11.03(bb)
"Advance Offer"	4.06(b)
"Advance Portion"	4.06(b)
"Affiliate Transaction"	4.08
"Appendix"	2.01
"Applicable Premium Deficit"	8.02(a)
"Asset Sale Offer"	4.06(c)
"Authentication Order"	2.03
"Change of Control Offer"	4.09(a)
"Change of Control Payment"	4.09(a)
"Change of Control Payment Date"	4.09(b)
"Clearstream"	Appendix A
"Collateral Asset Sale Offer"	4.06(b)
"Collateral Net Proceeds"	4.06(b)
"Collateral Net Proceeds"	4.06(b)
"covenant defeasance option"	8.01(c)
"Covenant Suspension Event"	4.15(a)
"Definitive Security"	Appendix A
"Depository"	Appendix A
"DTC"	1.05(h)
"Euroclear"	Appendix A
"Event of Default"	6.01
"Excess Proceeds"	4.06(c)
"Foreign Disposition"	4.06(c)
"Global Securities"	Appendix A
"Global Securities Legend"	Appendix A
"Guaranteed Obligations"	10.01(a)
"IAI"	Appendix A
"incorporated provision"	12.01
"incur"	4.03(a)
"Initial Purchasers"	Appendix A
"legal defeasance option"	8.01(c)
"Mortgage Policies"	11.08(a)
"Original Securities"	Preamble

"Pari Passu Indebtedness"	4.06(c)
"protected purchaser"	2.08
"Purchase Agreement"	Appendix A
"QIB"	Appendix A
"Redemption Date"	Appendix A
"Refinancing Indebtedness"	4.03(b)(viii)
"Refunding Capital Stock"	4.04(b)(ii)(A)
"Registered Patent and Trademark Collateral"	11.08(a)
"Registrar"	2.04(a)
"Regulation S"	Appendix A
"Regulation S Global Securities"	Appendix A
"Regulation S Permanent Global Security"	Appendix A
"Regulation S Temporary Global Security"	Appendix A
"Regulation S Securities"	Appendix A
"Reserved Indebtedness Amount"	4.03(b)
"Restricted Payments"	4.04(a)
"Restricted Period"	Appendix A
"Restricted Securities Legend"	Appendix A
"Reversion Date"	4.15(a)
"Rule 144A"	Appendix A
"Rule 144A Global Securities"	Appendix A
"Rule 144A Securities"	Appendix A
"Rule 501"	Appendix A
"Second Commitment"	4.06(b)
"Security Document Order"	11.03(x)
"Successor Issuer"	5.01(a)
"Successor Person"	5.01(b)
"Suspended Covenants"	4.15(a)
"Suspension Period"	4.15(a)
"Transaction Agreement Date"	4.16(a)
"Transfer Restricted Securities"	Appendix A
"Treasury Capital Stock"	4.04(b)
"Triggering Event Repurchase Offer"	4.07(a)
"Unrestricted Definitive Security"	Appendix A
"Unrestricted Global Security"	Appendix A
"USPTO"	11.08(a)

SECTION 1.03 Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) "including" means including without limitation;

(e) words in the singular include the plural and words in the plural include the singular;

(f) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Indebtedness merely by virtue of its nature as unsecured Indebtedness, and senior Indebtedness shall not be deemed to be subordinate or junior to any other senior Indebtedness merely by virtue of its junior priority with respect to the same collateral;

(g) "$" and "U.S. Dollars" each refer to United States dollars, or such other money of the United States of America that at the time of payment is legal tender for payment of public and private debts;

(h) "consolidated" means, with respect to any Person, such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary shall be accounted for as an Investment;

(i) "will" shall be interpreted to express a command;

(j) provisions apply to successive events and transactions;

(k) unless the context otherwise requires, any reference to an "Appendix," "Article," "Section," "clause," "Schedule" or "Exhibit" refers to an Appendix, Article, Section, clause, Schedule or Exhibit, as the case may be, of this Indenture;

(l) the words "*herein*," "*hereof*" and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision;

(m) references to sections of, or rules under the Securities Act or the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time; and

(n) unless otherwise provided, references to agreements and other instruments shall be deemed to include all amendments and other modifications to such agreements or instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Indenture.

SECTION 1.04 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01 hereof) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 1.04.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgements of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Securities shall be proved by the Security Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Security.

(e) The Issuer may, at its option, set a record date for purposes of determining the identity of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or take any other act, or to vote or consent to any action by vote or consent authorized or permitted to be given or taken by Holders, but the Issuer shall have no obligation to do so.

(f) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this Section 1.04(f) shall have the same effect as if given or taken by separate Holders of each such different part.

(g) Without limiting the generality of the foregoing, a Holder, including the Depositary, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and the Depositary may provide its proxy to the beneficial owners of interests in any such Global Security through such Depositary's standing instructions and customary practices.

(h) The Issuer may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Security held by The Depository Trust Company ("*DTC*") entitled under the procedures of such Depositary to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a record date is fixed, the Holders on such record date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such record date.

ARTICLE 2

THE SECURITIES

SECTION 2.01 Amount of Securities. The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture on the Issue Date is $625,000,000.

The Issuer may from time to time after the Issue Date issue Additional Securities under this Indenture in an unlimited principal amount, so long as (i) the incurrence of the Indebtedness represented by such Additional Securities is at such time permitted by Section 4.03 hereof and (ii) such Additional Securities are issued in compliance with the other applicable provisions of this Indenture. With respect to any Additional Securities issued after the Issue Date (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities pursuant to Section 2.07, 2.08, 2.09, 2.10, 3.06, 3.08, 4.09(c) or Appendix A hereof (the "*Appendix*")), there shall be (a) established in or pursuant to a resolution of the board of directors (or similar governing body) of the Issuer and (b) (i) set forth or determined in the manner provided in an Officer's Certificate of the Issuer or (ii) established in one or more indentures supplemental hereto, prior to the issuance of such Additional Securities:

(1) the aggregate principal amount of such Additional Securities to be authenticated and delivered under this Indenture;

(2) the issue price and issuance date of such Additional Securities, including the date from which interest on such Additional Securities shall accrue; and

(3) if applicable, that such Additional Securities shall be issuable in whole or in part in the form of one or more Global Securities and, in such case, the respective depositaries for such Global Securities, the form of any legend or legends which shall be borne by such Global Securities in addition to or in lieu of those set forth in Exhibit A hereto and any circumstances in addition to or in lieu of those set forth in Section 2.2 of the Appendix in which any such Global Security may be exchanged in whole or in part for Additional Securities registered, or any transfer of such Global Security in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Security or a nominee thereof.

If any of the terms of any Additional Securities are established by action taken pursuant to a resolution of the board of directors (or similar governing body) of the Issuer, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Officer's Certificate of the Issuer or the indenture supplemental hereto setting forth the terms of the Additional Securities.

The Securities, including any Additional Securities, shall be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that if any Additional Securities are not fungible with the original notes for U.S. federal income tax purposes, such Additional Securities will have a separate CUSIP or ISIN number.

SECTION 2.02 Form and Dating. Provisions relating to the Securities are set forth in the Appendix, which is hereby incorporated into and expressly made a part of this Indenture. The (i) Original Securities and the Trustee's certificate of authentication and (ii) any Additional Securities and the Trustee's certificate of authentication shall each be substantially in the form of Exhibit A hereto, which is hereby incorporated in and expressly made a part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Issuer or any Guarantor is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Issuer). Each Security shall be dated the date of its authentication. The Securities shall be issuable only in registered form without interest coupons and in denominations of $2,000 and any integral multiples of $1,000 in excess thereof.

SECTION 2.03 Execution and Authentication. The Trustee shall authenticate and make available for delivery upon a written order of the Issuer signed by one Officer of the Issuer (an "*Authentication Order*") (a) Original Securities for original issue on the date hereof in an aggregate principal amount of $625,000,000 and (b) subject to the terms of this Indenture, Additional Securities in an aggregate principal amount to be determined at the time of issuance and specified therein. Such Authentication Order shall specify the amount of the Securities to be authenticated and the date on which the original issue of Securities is to be authenticated. Notwithstanding anything to the contrary in this Indenture or the Appendix, any issuance of Additional Securities after the Issue Date shall be in a principal amount of at least $2,000 and integral multiples of $1,000 in excess of $2,000.

One Officer of the Issuer shall sign the Securities for the Issuer by manual or facsimile signature.

If an Officer of the Issuer whose signature is on a Security no longer holds that office at the time the Trustee authenticates the Security, the Security shall be valid nevertheless.

A Security shall not be entitled to any benefit under this Indenture or valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee may appoint one or more authenticating agents reasonably acceptable to the Issuer to authenticate the Securities. Any such appointment shall be evidenced by an instrument signed by a Trust Officer, a copy of which shall be furnished to the Issuer. Unless limited by the terms of such appointment, an authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

SECTION 2.04 Registrar and Paying Agent.

(a) The Issuer shall maintain (i) an office or agency where Securities may be presented for registration of transfer or for exchange (the "*Registrar*") and (ii) a Paying Agent. The Registrar shall keep a register of the Securities and of their transfer and exchange. The

Issuer may have one or more co-registrars and one or more additional paying agents. The term "*Registrar*" includes any co-registrars. The term "*Paying Agent*" includes the Paying Agent and any additional paying agents. The Issuer initially appoints the Trustee as Registrar, Paying Agent and the Custodian with respect to the Global Securities. The Issuer initially appoints DTC to act as Depositary with respect to the Global Securities.

(b) The Issuer shall enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee in writing of the name and address of any such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07 hereof. The Issuer or any of its domestically organized Wholly-Owned Subsidiaries may act as Paying Agent or Registrar.

(c) The Issuer may remove any Registrar or Paying Agent upon written notice to such Registrar or Paying Agent and to the Trustee and without prior notice to any Holder; *provided*, *however*, that no such removal shall become effective until (i) if applicable, acceptance of an appointment by a successor as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee or (ii) notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above. The Registrar or Paying Agent may resign at any time upon written notice to the Issuer and the Trustee; *provided*, *however*, that the Trustee may resign as Paying Agent or Registrar only if the Trustee also resigns as Trustee in accordance with Section 7.08 hereof.

SECTION 2.05 Paying Agent to Hold Money in Trust. One Business Day prior to or on each due date of the principal of and interest on any Security, the Issuer shall deposit with a Paying Agent a sum sufficient to pay such principal and interest when so becoming due. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that a Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by a Paying Agent for the payment of principal of and interest on the Securities, and shall notify the Trustee in writing of any default by the Issuer in making any such payment. If the Issuer or a Wholly-Owned Subsidiary of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it in trust for the benefit of the Persons entitled thereto. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section, a Paying Agent shall have no further liability for the money delivered to the Trustee. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as Paying Agent for the Securities.

SECTION 2.06 Holder Lists. The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Issuer shall furnish, or cause the Registrar to furnish, to the Trustee, in writing at least five (5) Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

SECTION 2.07 Transfer and Exchange. The Securities shall be issued in registered form and shall be transferable only upon the surrender of a Security for registration of transfer and in compliance with the Appendix. When a Security is presented to the Registrar with a request to register a transfer, the Registrar shall register the transfer as requested if its requirements therefor of this Indenture are met. When Securities are presented to the Registrar with a request to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Securities at the Registrar's request. The Issuer may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Issuer shall not be required to make, and the Registrar need not register, transfers or exchanges of any Securities (i) selected for redemption (except, in the case of Securities to be redeemed in part, the portion thereof not to be redeemed) (ii) for a period of 15 days before the mailing of a notice of redemption of Securities to be redeemed or (iii) between a regular record date and the next succeeding interest payment date.

Prior to the due presentation for registration of transfer of any Security, the Issuer, the Guarantors, the Trustee, the Paying Agent and the Registrar may deem and treat the Person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Issuer, any Guarantor, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any Holder of a beneficial interest in a Global Security shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in such Global Security may be effected only through a book-entry system maintained by (a) the Holder of such Global Security (or its agent) or (b) any Holder of a beneficial interest in such Global Security, and that ownership of a beneficial interest in such Global Security shall be required to be reflected in a book entry.

All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

SECTION 2.08 Replacement Securities. If a mutilated Security is surrendered to the Registrar or if the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Issuer shall issue and the Trustee shall authenticate a replacement Security if the requirements of Section 8-405 of the UCC are met, such that the Holder (a) satisfies the Issuer or the Trustee within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar does not register a transfer prior to receiving such notification, (b) makes such request to the Issuer or the Trustee prior to the Security being acquired by a protected purchaser as defined in Section 8-303 of the UCC (a "protected purchaser") and (c) satisfies any other reasonable requirements of the Trustee. Such Holder shall furnish an indemnity bond sufficient in the judgment of (i) the Trustee to protect the Trustee or (ii) the Issuer to protect the Issuer, the Trustee, a Paying Agent and the Registrar from any loss that any of them may suffer if a Security is replaced. The Issuer and the Trustee may charge the Holder for their expenses in replacing a Security (including without limitation, attorneys' fees and disbursements in replacing such Security). In the event any such mutilated, lost, destroyed or wrongfully taken Security has become or is about to become due and payable, the Issuer in its discretion may pay such Security instead of issuing a new Security in replacement thereof.

Every replacement Security is an additional obligation of the Issuer.

The provisions of this Section 2.08 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Securities.

SECTION 2.09 Outstanding Securities. Securities outstanding at any time are all Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those paid pursuant to Section 2.08 hereof and those described in this Section as not outstanding. Subject to Section 12.05 hereof, a Security does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Security.

If a Security is replaced pursuant to Section 2.08 hereof, it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Security is held by a protected purchaser.

If a Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date or any date of purchase pursuant to an offer to purchase money sufficient to pay all principal and interest payable on that date with respect to the Securities (or portions thereof) to be redeemed, maturing or purchased, as the case may be, and no Paying Agent is prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture, then on and after that date such Securities (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.10 Temporary Securities. In the event that Definitive Securities are to be issued under the terms of this Indenture, until such Definitive Securities are ready for delivery, the Issuer may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of Definitive Securities but may have variations that the Issuer considers appropriate for temporary Securities. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate Definitive Securities and make them available for delivery in exchange for temporary Securities upon surrender of such temporary Securities at the office or agency of the Issuer, without charge to the Holder. Until such exchange, temporary Securities shall be entitled to the same rights, benefits and privileges as Definitive Securities.

SECTION 2.11 Cancellation. The Issuer at any time may deliver Securities to the Trustee for cancellation. The Registrar and each Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee, or at the direction of the Trustee, the Registrar or the Paying Agent and no one else shall cancel all Securities surrendered for registration of transfer, exchange, payment or cancellation and shall dispose of cancelled Securities in accordance with its customary procedures (subject to the record retention requirement of the Exchange Act and the Trustee). The Issuer may not issue new Securities to replace Securities they have redeemed, paid or delivered to the Trustee for cancellation. The Trustee shall not authenticate Securities in place of cancelled Securities other than pursuant to the terms of this Indenture.

SECTION 2.12 Defaulted Interest. If the Issuer defaults in a payment of interest on the Securities, the Issuer shall pay the defaulted interest then borne by the Securities (plus interest on such defaulted interest to the extent lawful) in any lawful manner. The Issuer may pay the defaulted interest to the Persons who are Holders on a subsequent special record date. The Issuer shall fix or cause to be fixed any such special record date and payment and shall promptly send or cause to be sent to each affected Holder and the Trustee a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.13 CUSIP Numbers, ISINs, etc. The Issuer in issuing the Securities may use CUSIP numbers, ISINs and "Common Code" numbers (if then generally in use) and, if so, the Trustee shall use CUSIP numbers, ISINs and "Common Code" numbers in notices of redemption as a convenience to Holders; *provided*, *however*, that any such notice may state that no representation is made as to the correctness of such numbers, either as printed on the Securities or as contained in any notice of a redemption that reliance may be placed only on the other identification numbers printed on the Securities and that any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer shall promptly advise the Trustee in writing of any change in the CUSIP numbers, ISINs and "Common Code" numbers.

SECTION 2.14 Calculation of Principal Amount of Securities. The aggregate principal amount of the Securities, at any date of determination, shall be the principal amount of the Securities outstanding at such date of determination. With respect to any matter requiring consent, waiver, approval or other action of the Holders of a specified percentage of the principal amount of all the Securities, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Securities, the Holders of which have so consented, by (b) the aggregate principal amount, as of such date of determination, of the Securities then outstanding, in each case, as determined in accordance with the preceding sentence, Section 2.09 and Section 12.05 hereof. Any such calculation made pursuant to this Section 2.14 shall be made by the Issuer and delivered to the Trustee pursuant to an Officer's Certificate of the Issuer. The Trustee may accept as conclusive evidence of fact or the correctness of any calculation and shall be fully protected in relying upon the Officer's Certificate provided to it by the Issuer and shall not have any liability or responsibility for any calculation performed in connection herewith or for any information used in connection with any such calculation.

ARTICLE 3

REDEMPTION

SECTION 3.01 Redemption. The Securities may be redeemed, in whole, or from time to time in part, subject to the conditions and at the redemption prices set forth in Paragraph 5 of the Security, which are hereby incorporated by reference and made a part of this Indenture, together with accrued and unpaid interest to, but excluding, the redemption date.

SECTION 3.02 Applicability of Article. Redemption of Securities at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article. The Issuer or its Affiliates may at any time and from time to time purchase Securities in the open market, through privately negotiated transactions, exchange offers or otherwise.

SECTION 3.03 Notices to Trustee. If the Issuer elects to redeem Securities pursuant to the optional redemption provisions of Paragraph 5 of the Security, they shall notify the Trustee in writing of (i) the paragraph or subparagraph of such Security and the Section of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Securities to be redeemed and (iv) the redemption price. The Issuer shall give notice to the Trustee provided for in this Section 3.03 at least 30 days but not more than 60 days before a redemption date, unless a shorter period is acceptable to the Trustee; *provided*, notice may be given more than 60 days prior to a redemption date if the notice is issued in connection with Section 8.01 hereof. Such notice shall be accompanied by an Officer's Certificate from the Issuer to the effect that such redemption will comply with the conditions herein. Any such notice may be cancelled at any time by written notice to the Trustee prior to notice of such redemption being sent to any Holder and shall thereby be void and of no effect.

SECTION 3.04 Selection of Securities to Be Redeemed. In the case of any partial redemption, the Trustee shall select the Securities to be redeemed by lot and otherwise in accordance with the customary procedures of the relevant Depositary; *provided* that no Securities of $2,000 or less shall be redeemed in part. The Trustee shall make the selection from outstanding Securities not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $2,000. Securities and portions of them that the Trustee selects shall be in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Issuer as soon as practicable of the Securities or portions of Securities to be redeemed.

After the redemption date, upon surrender of the Security to be redeemed in part only, a new Security or Securities in principal amount equal to the unredeemed portion of the original Security representing the same Indebtedness to the extent not redeemed shall be issued in the name of the Holder of the Securities upon cancellation of the original Security (or appropriate book entries shall be made to reflect such partial redemption).

SECTION 3.05 Notice of Optional Redemption.

(a) At least 30 days but not more than 60 days before a redemption date pursuant to the optional redemption provisions of Paragraph 5 of the Security, the Issuer shall mail or cause to be mailed by first-class mail (or otherwise delivered in accordance with the procedures of the Depositary) a notice of redemption to each Holder whose Securities are to be redeemed (except that such notice of redemption may be mailed (or otherwise delivered in accordance with the procedures of the Depositary) (i) more than 60 days prior to a redemption date if the notice is issued in connection with Section 8.01 hereof or (ii) at least 15 days before a redemption date if the redemption is occurring pursuant to Paragraph 5(d) of the Security).

Any such notice shall identify the Securities to be redeemed and shall state:

(i) the redemption date;

(ii) the redemption price and the amount of accrued and unpaid interest to the redemption date; *provided* that in connection with a redemption under Paragraph 5(a) of the Security, the initial notice need not set forth the redemption price but only the manner of calculation thereof;

(iii) the paragraph or subparagraph of the Securities and/or Section of this Indenture pursuant to which the Securities called for redemption are being redeemed;

(iv) the name and address of the Paying Agent;

(v) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price, plus accrued interest;

(vi) if fewer than all the outstanding Securities are to be redeemed, the certificate numbers and principal amounts of the particular Securities to be redeemed, the aggregate principal amount of Securities to be redeemed and the aggregate principal amount of Securities to be outstanding after such partial redemption;

(vii) that, unless the Issuer defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Securities (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(viii) the CUSIP number, ISIN and/or "Common Code" number, if any, printed on the Securities being redeemed; and

(ix) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN and/or "Common Code" number, if any, listed in such notice or printed on the Securities.

(b) At the Issuer's written request, the Trustee shall give the notice of redemption in the Issuer's names and at the Issuer's expense. In such event, the Issuer shall provide the Trustee with the information required by this Section at least 15 days (or such shorter period as shall be acceptable to the Trustee, except with respect to certain tender offers for the Securities, including a Change of Control Offer or Asset Sale Offer, as set forth in paragraph 5(d) of the Security) prior to the date such notice is to be provided to Holders.

SECTION 3.06 Effect of Notice of Redemption. Once notice of redemption is mailed or sent in accordance with Section 3.05 hereof, Securities called for redemption become due and payable on the redemption date and at the redemption price stated in the notice, except as provided in Paragraph 5(d) of the "Optional Redemption" provisions of the Security. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price stated in the

notice, plus accrued interest to, but not including, the redemption date. The notice, if sent in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

SECTION 3.07 Deposit of Redemption Price. With respect to any Securities, one Business Day prior to the redemption date, the Issuer shall deposit with the Paying Agent (or, if the Issuer or a Wholly-Owned Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued interest on all Securities or portions thereof to be redeemed on that date other than Securities or portions of Securities called for redemption that have been delivered by the Issuer to the Trustee for cancellation. On and after the redemption date, interest shall cease to accrue on Securities or portions thereof called for redemption so long as the Issuer has deposited with the Paying Agent funds sufficient to pay the principal of, plus accrued and unpaid interest on the Securities to be redeemed, unless the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture or applicable law.

SECTION 3.08 Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Issuer shall execute and the Trustee, subject to the terms hereof, shall authenticate for the Holder (at the Issuer's expense) a new Security equal in principal amount to the unredeemed portion of the Security surrendered (or if the Security is a Global Security, an adjustment shall be made to the schedule attached thereto); *provided* that each new Security shall be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

ARTICLE 4

COVENANTS

SECTION 4.01 Payment of Securities. The Issuer shall promptly pay the principal of, and interest on the Securities on the dates and in the manner provided in the Securities and in this Indenture. An installment of principal or interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds as of 11:00 a.m., New York City time, money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Issuer shall pay interest on overdue principal at the rate specified therefor in the Securities, and it shall pay interest on overdue installments of interest at the same rate borne by the Securities to the extent lawful.

SECTION 4.02 Reports and Other Information.

(a) Whether or not the Issuer is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Securities are outstanding, the Issuer shall furnish to the Holders and the Trustee: (i)(x) all annual and quarterly financial statements that would be required to be contained in a filing with the SEC on Forms 10-K and 10-Q of the Issuer, if the Issuer were required to file such forms, plus a "*Management's Discussion and Analysis of*

Financial Condition and Results of Operations"; (y) with respect to the annual and quarterly information, a presentation of Adjusted EBITDA of the Issuer (the foregoing financial information to be prepared on a basis substantially consistent with the presentation of non-GAAP financial measures included in the Offering Memorandum); and (z) with respect to the annual financial statements only, a report on the annual financial statements by the Issuer's independent registered public accounting firm; it being understood that the Issuer shall not be required to include, except as otherwise provided in this Section 4.02(a), any other adjustment that would be required by any SEC rule, regulation or interpretation, including but not limited to any "push down" accounting adjustment; and (ii) within five Business Days after the occurrence of an event required to be therein reported, such other information containing substantially the same information that would be required to be contained in filings with the SEC on Form 8-K under Items 1.01, 1.02, 1.03, 2.01, 2.06, 4.01, 4.02, 5.01 and 5.02(b) with respect to executive officers and (c)(1) (other than with respect to information otherwise required or contemplated by Item 402 of Regulation S-K) (but excluding, for the avoidance of doubt, financial statements and exhibits that would be required pursuant to Item 9.01 of Form 8-K other than financial statements and *pro forma* financial information required pursuant to clauses (a) and (b) of Item 9.01 of Form 8-K (in each case relating to transactions required to be reported pursuant to Item 2.01 of Form 8-K) to the extent available (as determined by the Issuer in good faith, which determination shall be conclusive)) if the Issuer had been a reporting company under the Exchange Act; *provided*, *however*, that no such current report will be required to be furnished if the Issuer determines in its good faith judgment that such event is not material to Holders or the business, assets, operations, financial position or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole, and the Issuer may omit from such disclosure any terms of such event if the Issuer determines in its good faith judgment that disclosure of such terms would otherwise cause material competitive harm to the business, assets, operations, financial position or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole; *provided*, that such non-disclosure shall be limited only to those specific provisions that would cause material competitive harm and not the occurrence of the event itself; *provided*, *further*, that no such current report will be required to include a summary of the terms of any employment or compensatory arrangement agreement, plan or understanding between the Issuer (or any of its Subsidiaries) and any director, manager or executive officer of the Issuer (or any of its Subsidiaries).

(b) All such annual reports shall be furnished within 90 days after the end of the fiscal year to which they relate, and all such quarterly reports shall be furnished within 45 days after the end of the fiscal quarter to which they relate; *provided* that the annual report for the fiscal year ending December 31, 2016 shall be furnished within 120 days after the end of the fiscal year to which it relates and the quarterly report for the first two quarters ending after the Issue Date shall be furnished within 60 days after the end of the fiscal quarter to which it relates.

(c) Notwithstanding the foregoing, (a) the Issuer will not be required to furnish any information, certificates or reports required by (i) Section 302, Section 404 or Section 906 of the Sarbanes-Oxley Act of 2002, or related Items 307 or 308 of Regulation S-K, (ii) Regulation G or Item 10(e) of Regulation S-K promulgated by the SEC with respect to any non-generally accepted accounting principles financial measures contained therein, (iii) segment accounting rules or (iv) Rule 3-05, 3-09 and 3-10 of Regulation S-X, (b) such reports shall not be required to present compensation or beneficial ownership information and (c) such reports shall not be required to include any exhibits that would have been required to be filed pursuant to Item 601 of Regulation S-K (except this clause (c) shall not apply to any annual, quarterly or *pro forma* financial statements otherwise expressly required to be provided under this Section 4.02).

(d) The Issuer shall (x) deliver such information and such reports (as well as the details regarding the conference call described below) to the Trustee under this Indenture, to any Holder of a Security and, upon request, to any beneficial owner of the Securities, in each case by posting such information on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgment, and will make such information readily available to any prospective investor in the Securities that certifies to the reasonable satisfaction of the Issuer that it is an eligible purchaser of the Securities, any securities analyst (to the extent providing analysis of investment in the Securities and reasonably satisfactory to the Issuer) or any market maker in the Securities (who is reasonably satisfactory to the Issuer), in each case (i) who agrees to treat such information as confidential or (ii) accesses such information on Intralinks or any comparable password protected online data system which will require a confidentiality acknowledgment; *provided* that the Issuer shall post such information thereon and make readily available any password or other login information to any such prospective investor in the Securities, any such securities analyst (to the extent providing analysis of investment in the Securities) or any such market maker in the Securities or (y) otherwise provide substantially comparable availability of such reports (as determined by the Issuer in good faith) (it being understood that, without limitation, making such reports available on Bloomberg or another private electronic information service shall constitute substantially comparable availability). The Issuer will hold a quarterly conference call (which may be a single conference call together with investors holding other securities or debt of the Issuer and/or its Restricted Subsidiaries or any direct or indirect parent company) for all Holders and securities analysts (to the extent providing analysis of investment in the Securities) to discuss such financial information promptly after distribution of such financial information. The Issuer may deny access to any competitively-sensitive information otherwise to be provided pursuant to this section to any Holder, prospective investor, securities analyst or market marker that is a competitor of the Issuer and its Subsidiaries or an affiliate of such a competitor to the extent that the Issuer determines in good faith that the provision of such information to such Person would be competitively harmful to the Issuer and its Subsidiaries; and provided that such Holders, prospective investors, security analysts or market makers will agree to (1) treat all such reports (and the information contained therein) and information as confidential, (2) not use such reports (and the information contained therein) for any purpose other than their investment or potential investment in the Securities and (3) not publicly disclose or distribute to any competitor any such reports (and the information contained therein).

(e) To the extent not satisfied by the foregoing, the Issuer will also furnish to Holders, securities analysts (to the extent providing analysis of investment in the Securities) and prospective investors in the Securities upon request the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act, so long as the Securities are not freely transferable under the Securities Act.

(f) If the Issuer has designated any of its Subsidiaries as an Unrestricted Subsidiary and if any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries, if taken together as one Subsidiary, would constitute a Significant Subsidiary of the Issuer, then the annual and

quarterly information required by clause (i) of Section 4.02(a) hereof shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of such Unrestricted Subsidiaries.

(g) Notwithstanding the foregoing, the financial statements, information and other documents required to beprovided as described above, may be those of (i) Holdings or CPQ or (ii) any other direct or indirect parent company of the Issuer; *provided* that, if the financial information so furnished relates to such direct or indirect parent company of the Issuer, the same is accompanied by consolidating information that summarizes in reasonable detail the differences between the information relating to such parent company, on the one hand, and the information relating to the Issuer on a standalone basis, on the other hand.

(h) The Issuer will be deemed to have furnished the reports referred to in Section 4.02(a) hereof if the Issuer, Holdings or any direct or indirect parent company has filed reports containing such information with the SEC.

(i) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on an Officer's Certificate of the Issuer with respect thereto). The Trustee will have no responsibility whatsoever to monitor whether such filing or posting has occurred or the timeliness or content of such filing or posting.

SECTION 4.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "*incur*" and collectively, an "*incurrence*") with respect to any Indebtedness (including Acquired Indebtedness) and the Issuer shall not issue any shares of Disqualified Stock and shall not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; *provided*, *however*, that the Issuer may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any of its Restricted Subsidiaries may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock and issue shares of Preferred Stock, if the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries' most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of the proceeds therefrom had occurred at the beginning of such four quarter period; *provided* that the amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be incurred or issued, as applicable, pursuant to the foregoing by Restricted Subsidiaries that are not Guarantors under this Section 4.03(a) shall not exceed at any one time outstanding, in the aggregate (together will all Indebtedness incurred under Section 4.03(b)(xviii) hereof by Restricted Subsidiaries that are not Guarantors), the greater of (x) $175.0 million and (y) 4.5% of Consolidated Total Assets at any one time outstanding.

(b) Section 4.03(a) hereof shall not apply to:

(i) Indebtedness incurred pursuant to Credit Facilities by the Issuer or any Restricted Subsidiary;*provided* that immediately after giving effect to any such incurrence, the aggregate principal amount of all Indebtedness incurred under this clause (i) and then outstanding does not exceed the sum of (A) the greater of $250.0 million and the Borrowing Base as of the date of such incurrence plus (B) the sum of (i) $1,400.0 million and (ii) an unlimited additional amount of Indebtedness after all amounts have been incurred under clauses (A) and (B)(i) above, so long as the Consolidated First Lien Secured Debt Ratio for the Issuer's most recently ended four consecutive full fiscal quarters for which internal financial statements are available immediately preceding the incurrence or issuance of such Indebtedness, after giving pro forma effect to such incurrence or issuance and the application of the proceeds thereof, is either (x) less than or equal to 4.25 to 1.00 or, to the extent such Indebtedness constitutes Junior Lien Obligations, so long as the Consolidated Secured Debt Ratio is less than or equal to 4.70 to 1.00 or (y) in each case, on a *pro forma* basis after giving effect to such incurrence and related transaction, the Consolidated First Lien Secured Debt Ratio or Consolidated Secured Debt Ratio, as applicable does not increase as a result of such transaction provided that in the case of clause (y) such Indebtedness was incurred for the purpose of funding an acquisition, *provided* that any Indebtedness incurred under this clause (i) shall be deemed to be Pari Passu Obligations or Junior Lien Obligations, as applicable, whether or not so secured, solely for purposes of calculating the Consolidated First Lien Secured Debt Ratio or Consolidated Secured Debt Ratio, as applicable, for this clause (i);

(ii) the incurrence by the Issuer and any Guarantor of Indebtedness represented by the Securities (including any Guarantee) (other than any Additional Securities);

(iii) Indebtedness of the Issuer and its Restricted Subsidiaries in existence, or pursuant to commitments existing, on the Issue Date, including the Unsecured Notes and the Existing Senior Notes, but excluding Indebtedness described in clauses (i) and (ii) of this Section 4.03(b);

(iv) (x) Indebtedness (including Capitalized Lease Obligations, mortgage financings and purchase money obligations) incurred or Disqualified Stock issued by the Issuer or any Restricted Subsidiary and Preferred Stock issued by any Restricted Subsidiary, to finance the purchase, lease, replacement or improvement of property (real or personal) or equipment, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets and (y) any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to refund,

refinance or replace any other Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (iv); *provided* that the aggregate amount of Indebtedness incurred and Disqualified Stock and Preferred Stock issued pursuant to clauses (x) and (y) of this clause (iv) does not exceed the greater of (A) $200.0 million and (B) 5.0% of Consolidated Total Assets at any one time outstanding;

(v) Indebtedness incurred by the Issuer or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit, bank guarantees or similar instruments supporting trade payables, bankers acceptances, warehouse receipts or similar facilities issued in the ordinary course of business, including, without limitation, letters of credit in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance, unemployment insurance (including premiums related thereto) or other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(vi) Indebtedness arising from agreements of the Issuer or its Restricted Subsidiaries providing for indemnification, adjustment of purchase price, earnouts or similar obligations, in each case, incurred or assumed in connection with an acquisition or disposition of any business, assets or a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Issuer or any Restricted Subsidiary pursuant to any such agreement;

(vii) Indebtedness of the Issuer to a Restricted Subsidiary; *provided* that any such Indebtedness owing to a Restricted Subsidiary that is not a Guarantor is expressly subordinated in right of payment to the Securities within 90 days of the incurrence of such Indebtedness; *provided further* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (vii);

(viii) Indebtedness of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; *provided* that if a Guarantor incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor, such Indebtedness is expressly subordinated in right of payment to the Guarantee of the Securities of such Guarantor within 90 days of the incurrence of such Indebtedness; *provided further* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (viii);

(ix) shares of Preferred Stock or Disqualified Stock of a Restricted Subsidiary issued to the Issuer or another Restricted Subsidiary,*provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock or Disqualified Stock (except to the Issuer or another of its Restricted Subsidiaries) shall be deemed in each case to be an issuance of such shares of Preferred Stock or Disqualified Stock not permitted by this clause (ix);

(x) (A) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes) for the purpose of limiting interest rate risk, exchange rate risk or commodity pricing risk; and (B) Indebtedness in respect of any Bank Products or Cash Management Services provided by any agent or lender party to a Senior Credit Facility or any affiliate of such agent or lender (or any Person that was an agent or lender or an affiliate of an agent or lender at the time the applicable agreement pursuant to which such Bank Products or Cash Management Services are provided was entered into);

(xi) obligations (including reimbursement obligations with respect to guaranties, letters of credit, bank guarantees or other similar instruments) in respect of tenders, statutory obligations, leases, governmental contracts, trade contracts, stay, performance, bid, customs, appeal and surety bonds and performance and/or return of money bonds and completion guarantees or other obligations of a like nature provided by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business or consistent with past practice or industry practices;

(xii) (a) Indebtedness or Disqualified Stock of the Issuer and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary equal to 100.0% of the net cash proceeds received by the Issuer since immediately after the Issue Date from the issue or sale of Equity Interests of the Issuer or cash contributed to the capital of the Issuer (in each case, other than proceeds of Disqualified Stock or sales of Equity Interests to the Issuer or any of its Subsidiaries) as determined in accordance with Sections 4.04(a)(3)(B) and (C) hereof to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to this Section 4.04(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof) and (b) Indebtedness or Disqualified Stock of the Issuer and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and incurred or issued, as applicable, pursuant to this clause (xii)(b), does not at any one time outstanding exceed the greater of (x) $225.0 million and

(y) 5.5% of Consolidated Total Assets (it being understood that any Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (xii)(b) shall cease to be deemed incurred, issued or outstanding for purposes of this clause (xii)(b) but shall be deemed incurred or issued for the purposes of Section 4.03(a) hereof from and after the first date on which the Issuer or such Restricted Subsidiary could have incurred such Indebtedness or issued such Disqualified Stock or Preferred Stock under Section 4.03(a) hereof without reliance on this clause (xii)(b));

(xiii) the incurrence by the Issuer or any Restricted Subsidiary of Indebtedness or issuance of Disqualified Stock or the issuance by any Restricted Subsidiary of Preferred Stock which serves to extend, replace, refund, refinance, renew or defease any Indebtedness incurred (including any existing commitments unutilized thereunder) or Disqualified Stock or Preferred Stock issued as permitted under Section 4.03(a) hereof and clauses (ii), (iii) and (xii)(a) above, this clause (xiii) and clause (xiv) below of this Section 4.03(b) or any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to so extend, replace, refund, refinance or renew such Indebtedness, Disqualified Stock or Preferred Stock including additional Indebtedness incurred or Disqualified Stock or Preferred Stock issued to pay accrued interest, premiums (including tender premiums), defeasance costs and fees and expenses (including original issue discount, upfront fees or similar fees) in connection therewith (the "*Refinancing Indebtedness*") prior to its respective maturity; *provided*, *however*, that such Refinancing Indebtedness:

(1) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred or issued which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being extended, replaced, refunded, refinanced, renewed or defeased (except by virtue of prepayment of such Indebtedness);

(2) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (x) Indebtedness subordinated to or pari passu with the Securities or any Guarantee thereof, such Refinancing Indebtedness is subordinated to or pari passu with the Securities or the Guarantee at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (y) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively;

(3) shall not include (x) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Issuer, (y) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Issuer that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor, or (z) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(4) to the extent such Refinancing Indebtedness is secured, the Liens securing such Refinancing Indebtedness have a Lien priority equal to or junior to the Liens securing the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased;

and *provided*, *further*, that subclause (1) of this clause (xiii) will not apply to any extension, replacement, refunding, refinancing, renewal or defeasance of any Indebtedness outstanding under a Credit Facility;

(xiv) (x) Indebtedness or Disqualified Stock of the Issuer or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary incurred or issued to finance an acquisition, merger, consolidation or amalgamation (or other purchase of assets) or (y) Indebtedness, Disqualified Stock or Preferred Stock of Persons that are acquired by the Issuer or any Restricted Subsidiary or merged into or amalgamated or consolidated with or into the Issuer or a Restricted Subsidiary in accordance with the terms of this Indenture or that is assumed by the Issuer or any Restricted Subsidiary in connection with such acquisition, which with respect to this clause (y) is not incurred by such Persons in connection with, or in anticipation of, such acquisition, merger, amalgamation or consolidation; *provided* that such Indebtedness is in an aggregate amount not to exceed (i) the greater of (x) $50.0 million and (y) 1.5% of Consolidated Total Assets at any time outstanding plus (ii) unlimited additional Indebtedness if after giving effect to such acquisition, merger, amalgamation or consolidation, either:

(1) the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a) hereof; or

(2) the Fixed Charge Coverage Ratio of the Issuer and its Restricted Subsidiaries is equal to or greater than immediately prior to such acquisition, merger, amalgamation or consolidation;

(xv) Indebtedness (1) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business and (2) Indebtedness in respect of any commercial credit cards, stored value cards, purchasing cards, treasury management, check drawing and automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items, interstate depository network services, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management), dealer incentive, supplier finance or similar programs, current account facilities, employee credit card programs, overdraft facilities, foreign exchange facilities, payment facilities and, in each case, similar arrangements and cash management arrangements entered into in the ordinary course of business;

(xvi) Indebtedness of the Issuer or any of its Restricted Subsidiaries supported by a letter of credit or bank guarantee issued pursuant to a Credit Facility, in a principal amount not in excess of the stated amount of such letter of credit or bank guarantee;

(xvii) (1) any guarantee by the Issuer or a Restricted Subsidiary of Indebtedness or other obligations of any Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by such Restricted Subsidiary is permitted under the terms of this Indenture, (2) any guarantee by a Restricted Subsidiary of Indebtedness of the Issuer; *provided* that such guarantee is incurred in accordance with Section 4.12 hereof or (3) any co-issuance by the Issuer or any Restricted Subsidiary of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by the Issuer or such Restricted Subsidiary is permitted under the terms of this Indenture;

(xviii) Indebtedness of non-Guarantor Subsidiaries of the Issuer incurred not to exceed, together with any other Indebtedness incurred under this clause (xviii) at any one time outstanding (together with all Indebtedness incurred under Section 4.03(a) by Restricted Subsidiaries that are not Guarantors), the greater of (x) $175.0 million and (y) 4.5% of Consolidated Total Assets (it being understood that any Indebtedness incurred pursuant to this clause (xviii) shall cease to be deemed incurred or outstanding for purposes of this clause (xviii) but shall be deemed incurred for the purposes of Section 4.03(a) hereof from and after the first date on which the applicable non-Guarantor Subsidiary could have incurred such Indebtedness under Section 4.03(a) hereof without reliance on this clause (xviii);

(xix) Indebtedness of the Issuer or any of its Restricted Subsidiaries consisting of (1) the financing of insurance premiums, (2) take-or-pay obligations contained in supply arrangements, in each case incurred in the ordinary course of business and/or (3) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(xx) Indebtedness consisting of Indebtedness issued by the Issuer or any of its Restricted Subsidiaries to any stockholders of any direct or indirect parent company or any future, present or former employee, officer, director, member of management, consultant or independent contractor (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing), or any direct or indirect parent thereof, in each case to finance the purchase or redemption of Equity Interests of the Issuer, a Restricted Subsidiary or any of their direct or indirect parent companies to the extent described in Section 4.04(b)(iv) hereof;

(xxi) (1) Indebtedness incurred by a Receivables Subsidiary in a Receivables Facility that is not recourse to the Issuer or any Restricted Subsidiary other than the Receivables Subsidiary (except for Securitization Undertakings) and (2) to the extent constituting Indebtedness, obligations of the Issuer or a Restricted Subsidiary as seller or servicer under a Receivables Facility and any guarantee by the Issuer of such Indebtedness;

(xxii) Indebtedness of the Issuer or any Restricted Subsidiary as an account party in respect of trade letters of credit issued in the ordinary course of business;

(xxiii) Indebtedness consisting of obligations owing under dealer incentive, supply, license or similar agreements entered into in the ordinary course of business;

(xxiv) Indebtedness representing deferred compensation to directors, officers, employees, members of management, managers or consultants of the Issuer or any of its Restricted Subsidiaries or any direct or indirect parent company incurred in the ordinary course of business and deferred compensation or other similar arrangements in connection with the Transactions or in connection with any Investments or any Restricted Payments permitted pursuant to Section 4.04 hereof;

(xxv) Indebtedness in an aggregate principal or face amount at any time outstanding not to exceed $30.0 million in respect of letters of credit, bank guaranties, surety bonds, performance bonds and similar instruments issued for general corporate purposes and denominated in currencies other than dollars, euros or pounds sterling;

(xxvi) Indebtedness arising in respect of Sale and Lease-Back Transactions not to exceed the greater of (x) $120.0 million and (y) 3.0% of Consolidated Total Assets;

(xxvii) Indebtedness consisting of guarantees of Indebtedness incurred by joint ventures not to exceed the greater of (x) $40.0 million and (y) 1.0% of Consolidated Total Assets;

(xxviii) Indebtedness in respect of the Specified Property Financing; and

(xxix) Indebtedness of the Issuer and/or any Restricted Subsidiary incurred in connection with (a) a Specified Lease Transaction or (b) an NMTC Transaction.

For purposes of determining compliance with this Section 4.03, in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or Preferred Stock described in clauses (i) through (xxix) above or is entitled to be incurred pursuant to Section 4.03(a) hereof, then the Issuer shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) in any manner that complies with this Section 4.03; *provided* that all Indebtedness outstanding under the Senior Credit Facilities on the Issue Date shall be treated as incurred on the Issue Date under Section 4.03(b)(i) hereof.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, of the same class, accretion or amortization of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock or Preferred Stock for purposes of this Section 4.03. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.03.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness (plus premium (including tender premiums), fees, defeasance costs, accrued interest and expenses including original issue discount, upfront fees or similar fees) does not exceed the principal amount of such Indebtedness being refinanced.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

In the event that the Issuer or a Restricted Subsidiary enters into or increases commitments under a revolving credit facility, the Fixed Charge Coverage Ratio, the Consolidated First Lien Secured Debt Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Leverage Ratio, as applicable, for borrowings and reborrowings thereunder (and including the issuance and creation of letters of credit and bankers' acceptances thereunder) will, at the Issuer's option as elected on the date the Issuer or a Restricted Subsidiary, as the case may be, enters into or increases such commitments, either (a) be determined on the date of such revolving credit facility or such increase in commitments (assuming that the full amount thereof has been borrowed as of such date), and, if such Fixed Charge Coverage Ratio, the Consolidated First Lien Secured Debt Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Leverage Ratio, as applicable, test is satisfied with respect thereto at such time, any borrowing or reborrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be permitted under this covenant irrespective of the Fixed Charge Coverage Ratio, the Consolidated First Lien Secured Debt Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Leverage Ratio, as applicable, at the time of any borrowing or reborrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder) (the committed, but undrawn amount permitted to be borrowed or reborrowed (and the issuance and

creation of letters of credit and bankers' acceptances) on a date pursuant to the operation of this clause (a) shall be the "Reserved Indebtedness Amount" as of such date for purposes of the Fixed Charge Coverage Ratio, the Consolidated First Lien Secured Debt Ratio, the Consolidated Secured Debt Ratio or the Consolidated Total Leverage Ratio, as applicable) or (b) be determined on the date such amount is borrowed pursuant to any such facility or increased commitment.

The Issuer shall not, and shall not permit any Subsidiary Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is contractually subordinated or junior in right of payment to any Indebtedness of the Issuer or such Subsidiary Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Securities or such Subsidiary Guarantor's Guarantee within 90 days of the incurrence of such Indebtedness to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Issuer or such Subsidiary Guarantor, as the case may be.

For purposes of this Indenture, Indebtedness that is unsecured shall not be deemed to be subordinated or junior to Secured Indebtedness merely because it is unsecured, and senior indebtedness shall not be deemed to be subordinated or junior to any other senior indebtedness merely because it has a junior priority with respect to the same collateral.

SECTION 4.04 Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or any distribution on account of the Issuer's, or any of its Restricted Subsidiaries' Equity Interests (in each case, solely in such Person's capacity as holder of such Equity Interests), including any dividend or distribution payable in connection with any merger or consolidation other than (A) dividends or distributions by the Issuer payable solely in Equity Interests (other than Disqualified Stock) of the Issuer or any direct or indirect parent of the Issuer; or (B) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Issuer or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(ii) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Issuer or any direct or indirect parent of the Issuer, including in connection with any merger or consolidation, in each case held by Persons other than the Issuer or a Restricted Subsidiary;

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness of the Issuer or a Guarantor, other than (A) Indebtedness permitted under clauses (vii) and (viii) of Section 4.03(b) hereof; or (B) the payment, redemption, repurchase, defeasance, acquisition or retirement for value of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase, defeasance, acquisition or retirement; or

(iv) make any Restricted Investment;

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "*Restricted Payments*"), unless, at the time of such Restricted Payment:

(1) no Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) immediately after giving effect to such transaction on a *pro forma* basis, the Issuer could incur $1.00 of additional Indebtedness under Section 4.03(a) hereof; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries after the Issue Date (excluding Restricted Payments made under Section 4.04(b) hereof other than clauses (i) and (ix) thereof), is less than the sum of (without duplication):

(A) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) beginning on the first day of the fiscal quarter of the Issuer during which the Issue Date occurs to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; *plus*

(B) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by the Issuer since the Issue Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.03(b)(xii)(a) hereof from the issue or sale of: (i) (A) Equity Interests of the Issuer, including Treasury Capital Stock (as defined below), but excluding cash proceeds and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received from the sale of: (x) Equity Interests to any future, present or former employee, officer, director, member of management or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer, any direct or indirect parent company of the Issuer and the Issuer's Subsidiaries since the Issue Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (iv) of Section 4.04(b) hereof; and (y) Designated Preferred Stock; and (B) to the extent such net cash proceeds or other property are actually contributed to the Issuer, Equity Interests of the Issuer's direct or indirect

parent companies (excluding contributions of the proceeds from the sale of Designated Preferred Stock of such companies or contributions to the extent such amounts have been applied to Restricted Payments made in accordance with clause (iv) of Section 4.04(b) hereof); or (ii) debt of the Issuer or any Restricted Subsidiary that has been converted into or exchanged for Equity Interests of the Issuer or its direct or indirect parent companies; *provided*, *however*, that this clause (B) shall not include the proceeds from (W) Refunding Capital Stock (as defined below), (X) Equity Interests or convertible debt securities of the Issuer sold to a Restricted Subsidiary, (Y) Disqualified Stock or debt securities that have been converted into Disqualified Stock or (Z) Excluded Contributions; *plus*

(C) 100% of the aggregate amount of cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property contributed to the capital of the Issuer following the Issue Date other than (X) net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness or issue Disqualified Stock or Preferred Stock pursuant to Section 4.03(b)(xii)(a) hereof, (Y) by a Restricted Subsidiary and (Z) from any Excluded Contributions; *plus*

(D) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by the Issuer or a Restricted Subsidiary by means of:

(I) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer or its Restricted Subsidiaries, repurchases and redemptions of such Restricted Investments from the Issuer or its Restricted Subsidiaries, repayments of loans or advances, releases of guarantees, which constitute Restricted Investments by the Issuer or its Restricted Subsidiaries, return of capital, income, profits and other amounts realized as a return or Investment from any Restricted Investment by the Issuer or its Restricted Subsidiaries, in each case since the Issue Date; or

(II) the sale or other distribution (other than to the Issuer or a Restricted Subsidiary) of the Equity Interests of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than in each case to the extent the Investment in such Unrestricted Subsidiary was made by the Issuer or a Restricted Subsidiary pursuant to clause (vii) of Section 4.04(b) hereof or to the extent such Investment constituted a Permitted Investment) or a dividend or distribution from an Unrestricted Subsidiary since the Issue Date; *plus*

(E) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into the Issuer or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Issuer or a Restricted Subsidiary after the Issue Date, the fair market value of the Investment

of the Issuer or the Restricted Subsidiary in such Unrestricted Subsidiary (or the assets transferred), as determined by the Issuer in good faith at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger, amalgamation, consolidation or transfer of assets other than to the extent such Investment constituted a Permitted Investment; *plus*

(F) in the event the Issuer or any Restricted Subsidiary of the Issuer makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary of the Issuer, an amount equal to the fair market value of the existing Investment in such Person, to the extent such existing Investment constituted a Restricted Investment or was made pursuant to this paragraph or the next succeeding paragraph (other than clause (xi) of the next succeeding paragraph) after the Issue Date; plus

(G) $100.0 million.

(b) Section 4.04(a) hereof shall not prohibit:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or other distribution or giving of the redemption notice, as the case may be, if at the date of declaration or distribution such dividend, distribution or redemption payment would have complied with the provisions of this Indenture (assuming, in the case of a redemption payment, the giving of the notice would have been deemed a Restricted Payment at such time and such deemed Restricted Payment would have been permitted at such time);

(ii) (A) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("*Treasury Capital Stock*") or Subordinated Indebtedness of the Issuer, any direct or indirect parent of the Issuer or any Restricted Subsidiary in exchange for, or out of the proceeds of, the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of, Equity Interests of the Issuer or any direct or indirect parent company of the Issuer to the extent any such proceeds are contributed to the Issuer (in each case, other than any Disqualified Stock) ("*Refunding Capital Stock*") (with 120 days being deemed substantially concurrent);

(B) the declaration and payment of dividends on Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of any Refunding Capital Stock (with 120 days being deemed substantially concurrent); and

(C) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under clause (vi) of this Section 4.04(b), the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent company of the Issuer) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(iii) the principal payment on, redemption, repurchase, defeasance, exchange or other acquisition or retirement of (x) Subordinated Indebtedness of the Issuer or a Guarantor made by exchange for, or out of the proceeds of, the substantially concurrent sale (with 120 days being deemed substantially concurrent) of, new Indebtedness of the Issuer or a Guarantor, as the case may be, or (y) Disqualified Stock of the Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale (with 120 days being deemed substantially concurrent) of, Disqualified Stock of the Issuer or a Guarantor, that, in each case, is incurred in compliance with Section 4.03 hereof so long as:

(A) the principal amount (or accreted value, if applicable) of such new Indebtedness or the liquidation preference of such new Disqualified Stock does not exceed the principal amount of (or accreted value, if applicable), *plus* any accrued and unpaid interest on, the Subordinated Indebtedness or the liquidation preference of, *plus* any accrued and unpaid dividends on, the Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired for value, *plus* the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired, any tender premiums, plus any defeasance costs, accrued interest and any fees and expenses (including original issue discount, upfront or similar fees) incurred in connection therewith;

(B) such new Indebtedness is subordinated to the Securities or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired for value;

(C) such new Indebtedness or Disqualified Stock has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired; and

(D) such new Indebtedness or Disqualified Stock has a Weighted Average Life to Maturity at the time incurred equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired;

(iv) a Restricted Payment to pay for the repurchase, redemption, retirement or other acquisition or retirement for value of Equity Interests (other than Disqualified Stock) of the Issuer or any of its direct or indirect parent companies held by any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer, any of its Subsidiaries or any of its direct or indirect parent companies, pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement including any Equity Interests rolled over by current or former management of the Issuer, any of its Subsidiaries or any of its direct or indirect parent companies in connection with the Transactions (and including, for the avoidance of doubt, any principal and interest payable on any notes issued by the Issuer or any direct or indirect parent company in connection with any such repurchase, retirement or other acquisition and any tax related thereto); *provided*, *however*, that the aggregate Restricted Payments made under this clause (iv) do not exceed $20.0 million in any calendar year (which shall increase to $30.0 million subsequent to the consummation of an underwritten public Equity Offering by the Issuer or any direct or indirect parent company of the Issuer) with unused amounts in any calendar year being carried over to succeeding calendar years; *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(A) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Issuer and, to the extent contributed to the Issuer, Equity Interests of any of the Issuer's direct or indirect parent companies, in each case to any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer, any of its Subsidiaries or any of its direct or indirect parent companies after the Issue Date, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (3) of Section 4.04(a) hereof; *plus*, in respect of any sale of Equity Interests in connection with an exercise of stock options, an amount equal to the amount required to be withheld by the Issuer or any of its direct or indirect parent companies in connection with such exercise under applicable law to the extent such amount is repaid to the Issuer or its direct or indirect parent company, as applicable, constituted a Restricted Payment and has not otherwise been applied to the payment of Restricted Payments by virtue of clause (3) of Section 4.04(a) hereof; *plus*

(B) the cash proceeds of key man life insurance policies received by the Issuer or its Restricted Subsidiaries or any of its direct or indirect parent companies after the Issue Date; *plus*

(C) the amount of any cash bonuses otherwise payable to employees, officers, directors, members of management, managers or consultants of the Issuer, any of its Subsidiaries or any of its direct or indirect companies that are foregone in return for receipt of Equity Interests; *less*

(D) the amount of any Restricted Payments previously made with the cash proceeds described in clauses (A), (B) and (C) of this clause (iv);

and *provided further* that cancellation of Indebtedness owing to the Issuer or any of its Restricted Subsidiaries from any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer, any of the Issuer's direct or indirect parent companies or any of the Issuer's Restricted Subsidiaries in connection with a repurchase of Equity Interests of the Issuer or any of its direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this Section 4.04 or any other provision of this Indenture;

(v) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Issuer or any of its Restricted Subsidiaries or any class or series of Preferred Stock of any Restricted Subsidiary issued or incurred in accordance with Section 4.03 hereof to the extent such dividends are included in the definition of "Fixed Charges";

(vi) (a) the declaration and payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by the Issuer or any of its Restricted Subsidiaries after the Issue Date; (b) the declaration and payment of dividends or distributions to a direct or indirect parent company of the Issuer, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of such parent company issued after the Issue Date, *provided* that the amount of dividends paid pursuant to this clause (b) shall not exceed the aggregate amount of cash actually contributed to the Issuer from the sale of such Designated Preferred Stock; or (c) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to clause (ii) of this Section 4.04(b); *provided*, *however*, in the case of each of (a), (b) and (c) of this clause (vi), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock or the declaration of such dividends on Refunding Capital Stock that is Preferred Stock, after giving effect to such issuance or declaration on a pro forma basis, the Issuer and its Restricted Subsidiaries on a consolidated basis would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

(vii) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (vii) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of, or have not been subsequently sold or transferred for, cash or marketable securities, not to exceed the sum of (a) the greater of (x) $50.0 million (with the fair market value of each Investment being measured at the time made and without giving

effect to subsequent changes in value) and (y) 1.0% of Consolidated Total Assets and (b) any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment; provided, however, that if any Investment pursuant to this clause (vii) is made in any Person that is not the Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) of the definition of "Permitted Investments" and shall cease to have been made pursuant to this clause (vii) for so long as such Person continues to be the Issuer or a Restricted Subsidiary;

(viii) redemptions, repurchases, retirements or other acquisitions of Equity Interests deemed to occur (a) upon exercise of stock options or warrants or other securities convertible into or exchangeable for Equity Interests if such Equity Interests represent all or a portion of the exercise price of such options or warrants or other securities convertible into or exchangeable for Equity Interests and (b) in connection with the withholding portion of the Equity Interests granted or awarded to any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer or any of its Subsidiaries to pay for the taxes payable by such Persons upon such grant or award;

(ix) declaration and payment of dividends on the Issuer's common stock (or the payment of dividends to any direct or indirect parent entity to fund a payment of dividends on such entity's common stock), following the first public offering of the Issuer's common stock or the common stock of any of its direct or indirect parent companies after the Issue Date, in an amount not to exceed the greater of (a) 6% per annum of the net cash proceeds received by or contributed to the Issuer in or from any public offering, other than public offerings with respect to the Issuer's common stock registered on Form S-8 and other than any public sale constituting an Excluded Contribution and (b) an aggregate amount per annum not to exceed 5% of Market Capitalization;

(x) Restricted Payments in an amount that does not exceed the aggregate amount of Excluded Contributions made since the Issue Date;

(xi) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (xi) that are at the time outstanding not to exceed the greater of (x) $160.0 million and (y) 4.0% of Consolidated Total Assets;

(xii) distributions or payments of Receivables Fees;

(xiii) any Restricted Payment used to fund the Transactions (including, after the Issue Date, to satisfy any payment obligations owing under the Transaction Agreement) and the fees and expenses related thereto or owed to Affiliates (including dividends to any direct or indirect parent company to permit payment by such parent of such amount), in each case with respect to any Restricted Payment to or owed to an Affiliate, to the extent permitted by Section 4.08 hereof;

(xiv) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those described under Sections 4.06 and 4.09 hereof; *provided* that all Securities validly tendered and not validly withdrawn by Holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(xv) the declaration and payment of dividends or distributions by the Issuer or a Restricted Subsidiary to, or the making of loans or advances to, any of their respective direct or indirect parent companies in amounts required for any direct or indirect parent companies to pay, in each case without duplication,

(A) franchise, excise and similar taxes and other fees and expenses required to maintain the corporate or other legal existence of or the qualification to do business of the Issuer, its Subsidiaries or any direct or indirect parent thereof;

(B) customary wages, salary, bonus, severance and other benefits payable to, and indemnitees provided on behalf of current or former officers, directors, employees, members of management, consultants and/or independent contractors of any direct or indirect parent company of the Issuer and any payroll, social security or similar taxes thereof to the extent such wages, salaries, bonuses, severance, indemnification, obligations and other benefits are attributable to the ownership or operation of the Issuer and its Restricted Subsidiaries;

(C) interest and/or principal on Indebtedness the proceeds of which have been contributed to the Issuer or any Restricted Subsidiary and that has been guaranteed by, or is otherwise, considered Indebtedness of, the Issuer incurred in accordance with Section 4.03 hereof;

(D) general corporate operating, legal and overhead costs and expenses of any direct or indirect parent company of the Issuer to the extent such costs and expenses are attributable to the ownership or operation of the Issuer and its Restricted Subsidiaries;

(E) audit and other accounting and reporting expenses at such direct or indirect parent company to the extent relating to the ownership or operations of the Issuer and/or its Restricted Subsidiaries;

(F) (i) fees and expenses other than to Affiliates of the Issuer related to any equity or debt offering, acquisition, disposition or merger of such parent company (whether or not successful) and (ii) Public Company Costs;

(G) (i) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Issuer or any direct or indirect parent and (ii) consisting of payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers or consultants of the Issuer, any Restricted Subsidiary or any direct or indirect parent company or any of their respective immediate family members;

(H) payments permitted under clause (iii), (iv), (vii), (x) or (xix) of Section 4.08(b) hereof;

(I) amounts to pay any income taxes imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, due and payable by such parent company to any taxing authority and that are attributable to the income of the Issuer and/or its Subsidiaries; *provided* that (x) the Issuer and its Subsidiaries are members of the relevant parent company's consolidated, combined or similar group and (y) the amount of any distribution made in reliance on this clause (i) does not exceed the income tax liability that the Issuer and its Subsidiaries would have been required to pay if they had been a standalone group (computed at the highest marginal tax rate); and

(J) payments to finance any Investment permitted to be made pursuant to this Section 4.04;*provided* that (i) such Restricted Payment shall be made within 120 days of the closing of such Investment, (ii) such parent shall, promptly following the closing thereof, cause (A) all property acquired (whether assets or Equity Interests) to be contributed to the Issuer or a Restricted Subsidiary or (B) the merger, consolidation or amalgamation (to the extent permitted pursuant to Section 5.01 hereof) of the Person formed or acquired into the Issuer or a Restricted Subsidiary in order to consummate such acquisition or Investment in a manner that causes such Investment to be a Permitted Investment, (iii) such direct or indirect parent company and its Affiliates (other than the Issuer or a Restricted Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Issuer or a Restricted Subsidiary could have given such consideration or made such payment in compliance with this Indenture, (iv) any property received by the Issuer shall not increase amounts available for Restricted Payments pursuant to clause (3) of Section 4.04(a) hereof and (v) such Investment shall be deemed to be made by the Issuer or such Restricted Subsidiary pursuant to another provision of this Section 4.04 (other than pursuant to clause (x) of this Section 4.04(b)) or pursuant to the definition of "Permitted Investments";

(xvi) the distribution, by dividend or otherwise, or other transfer or disposition of shares of Capital Stock, of Equity Interests in, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, substantially all the assets of which are cash and Cash Equivalents) or the proceeds thereof;

(xvii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Issuer, any of its Restricted Subsidiaries or any direct or indirect parent company of the Issuer;

(xviii) any Restricted Payment if immediately after giving*pro forma* effect thereto and the incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio of the Issuer and its Restricted Subsidiaries would not have exceeded 4.75:1.00; and

(xix) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries, taken as a whole, that complies with Section 5.01 hereof;

provided, *however*, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (xi), (xvi) and (xviii) this Section 4.04(b), no Default shall have occurred and be continuing or would occur as a consequence thereof. In determining whether any Restricted Payment is permitted by this Section 4.04, the Issuer and its Restricted Subsidiaries may allocate all or any portion of such Restricted Payment among the categories described in clauses (i) through (xix) of this Section 4.04(b) or among such categories and the types of Restricted Payments described in Section 4.04(a) hereof (including categorization in whole or in part as one or more of the clauses contained in the definition of "Permitted Investments"); *provided* that, at the time of such allocation, all such Restricted Payments, or allocated portions thereof, would be permitted under the various provisions of this Section 4.04 and *provided*, *further* that the Issuer and its Restricted Subsidiaries may reclassify all or a portion of such Restricted Payment or Permitted Investment in any manner that complies with this Section 4.04 (based on circumstances existing at the time of such reclassification), and following such reclassification such Restricted Payment or Permitted Investment shall be treated as having been made pursuant to only the clause or clauses of this Section 4.04 to which such Restricted Payment or Permitted Investment has been reclassified.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date the Restricted Payment is made, or at the Issuer's election, the date a commitment is made to make such Restricted Payment, of the assets or securities proposed to be transferred or issued by the Issuer or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment.

The Issuer shall not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the second to last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Issuer and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated shall be deemed to be Investments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation shall be permitted only if a Restricted Payment or Permitted Investment in such amount would be permitted at such time, whether pursuant to Section 4.04(a) or clause (vii), (x), (xi) or (xviii) of Section 4.04(b) hereof or pursuant to the definition of "Permitted Investment" and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries shall not be subject to any of the restrictive covenants set forth in this Indenture.

For the avoidance of doubt, this Section 4.04 shall not restrict the making of any "AHYDO catch up payment" with respect to, and required by the terms of, any Indebtedness of the Issuer or any of its Restricted Subsidiaries permitted to be incurred under the terms of this Indenture.

SECTION 4.05 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Issuer shall not, and shall not permit any of its Restricted Subsidiaries, directly or indirectly, to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(a) (i) pay dividends or make any other distributions to the Issuer or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits; or (ii) pay any Indebtedness owed to the Issuer or any of its Restricted Subsidiaries;

(b) make loans or advances to the Issuer or any Guarantor; or

(c) sell, lease or transfer any of its properties or assets to the Issuer or any Guarantor, except, in each case, for such encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions in effect on the Issue Date, including pursuant to the Senior Credit Facilities, the Unsecured Notes, the Existing Senior Notes and the related documentation;

(2) this Indenture, the Securities, the Guarantees thereof, the Intercreditor Agreements and the Security Documents;

(3) purchase money obligations for property acquired and Capitalized Lease Obligations in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property or assets so acquired;

(4) applicable law or any applicable rule, regulation or order or the terms of any license, authorization, concession or permit provided by any Governmental Authority;

(5) any agreement or other instrument of a Person acquired (or assumed in connection with the acquisition of property) by the Issuer or any of its Restricted Subsidiaries in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person so acquired and its Subsidiaries, or the property or assets of the Person so acquired and its Subsidiaries;

(6) contracts or agreements for the sale of assets, including any restrictions with respect to a Subsidiary of the Issuer pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;

(7) Secured Indebtedness otherwise permitted to be incurred pursuant to Sections 4.03 and 4.13 hereof that apply solely to the assets securing such Indebtedness and/or the Restricted Subsidiaries incurring or guaranteeing such Indebtedness;

(8) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(9) other Indebtedness, Disqualified Stock or Preferred Stock of non-Guarantor Subsidiaries of the Issuer permitted to be incurred or issued subsequent to the Issue Date pursuant to the provisions of Section 4.03 hereof;

(10) customary provisions in any partnership agreement, limited liability company organizational governance document, joint venture agreement and other similar agreement entered into in the ordinary course of business;

(11) customary provisions contained in leases, subleases, licenses or sublicenses, Equity Interests or asset sale agreements and other similar agreements, in each case, entered into in the ordinary course of business;

(12) any other agreement governing Indebtedness entered into after the Issue Date if (a) such encumbrances and other restrictions are, in the good faith judgment of the Issuer, no more restrictive in any material respect taken as a whole with respect to the Issuer or any Restricted Subsidiary than (i) the restrictions contained in this Indenture as of the Issue Date or (ii) those encumbrances and other restrictions that are in effect on the Issue Date with respect to that Restricted Subsidiary or the Issuer, as applicable pursuant to agreements in effect on the Issue Date, or (b) any such encumbrance or restriction contained in such Indebtedness does not prohibit (except upon a default or an event of default thereunder) the payment of dividends in an amount sufficient, as determined by the board of directors of the Issuer in good faith, to make scheduled payments of cash interest on the Securities when due;

(13) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(14) other Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary that is a Guarantor, *provided* that such Indebtedness, Disqualified Stock or Preferred Stock is permitted to be incurred subsequent to the Issue Date under Section 4.03 hereof and either (A) the provisions relating to such encumbrance or restriction contained in such Indebtedness are no less favorable to the Issuer, taken as a whole, as determined by the Issuer in good faith, than the provisions contained in the Senior Credit Facilities as in effect on the Issue Date or (B) any such encumbrance or restriction contained in such Indebtedness does not prohibit (except upon a default or an event of default thereunder) the payment of dividends in an amount sufficient, as determined by the Issuer in good faith, to make scheduled payments of cash interest on the Securities when due;

(15) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 4.06 hereof pending the consummation of such sale, transfer, lease or other disposition;

(16) customary restrictions and conditions contained in the document relating to any Lien so long as (i) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien and (ii) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 4.05;

(17) restrictions created in connection with any Receivables Facility that in the good faith determination of the Issuer are necessary or advisable to effect such Receivables Facility;

(18) customary net worth or similar provisions contained in real property leases entered into by the Issuer or any Subsidiary so long as the Issuer or such Subsidiary has determined in good faith that such net worth or similar provisions could not reasonably be expected to impair the ability of the Issuer or such Subsidiary to meet its ongoing obligations;

(19) any encumbrance or restriction with respect to a Restricted Subsidiary that was previously an Unrestricted Subsidiary which encumbrance or restriction exists pursuant to or by reason of an agreement that such Subsidiary is a party to or entered into before the date on which such Subsidiary became a Restricted Subsidiary; *provided*, such agreement was not entered into in anticipation of an Unrestricted Subsidiary becoming a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of the Issuer or any other Restricted Subsidiary other than the assets and property of such Subsidiary;

(20) restrictions contained in any agreement with respect to any NMTC Transaction; and

(21) any encumbrances or restrictions of the type referred to in Sections 4.05(a), (b) and (c) hereof imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (20) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, no more restrictive in any material respect with respect to such encumbrances and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 4.05, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (2) the subordination of loans or advances made to the Issuer or a Restricted Subsidiary to other Indebtedness incurred by the Issuer or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

SECTION 4.06 Asset Sales.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale, unless:

(i) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, in connection with such Asset Sale) at the time of such Asset Sale at least equal to the fair market value as determined in good faith by the Issuer (such fair market value to be determined on the date of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(ii) except in the case of a Permitted Asset Swap, at least 75% of the consideration received therefor by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents; *provided* that the amount of:

(a) any liabilities (as shown on the Issuer's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Issuer's or such Restricted Subsidiary's balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet, as determined in good faith by the Issuer) of the Issuer or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Securities or the Guarantees, that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in connection with the transaction with such transferee and for which the Issuer and all of its Restricted Subsidiaries have been validly released by all creditors in writing,

(b) any securities, notes or other obligations or assets received by the Issuer or such Restricted Subsidiary from such transferee (including earnouts or similar obligations) that are converted by the Issuer or such Restricted Subsidiary into Cash Equivalents, or by their terms are required to be satisfied for Cash Equivalents (to the extent of the Cash Equivalents received) within 180 days following the closing of such Asset Sale,

(c) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Issuer and each other Restricted Subsidiary are released from any guarantee of payment of such Indebtedness in connection with the Asset Sale, and

(d) any Designated Non-cash Consideration received by the Issuer or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (d) that is at that time outstanding, not to exceed the greater of (x) $75.0 million and (y) 1.75% of Consolidated Total Assets at the time of the receipt of such Designated Non-cash Consideration (or, at the Issuer's option, at the time of contractually agreeing to such Asset Sale), with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall be deemed to be Cash Equivalents for purposes of this Section 4.06(a) and for no other purpose.

(b) Within 365 days after the receipt of any Net Proceeds of any Asset Sale of Collateral (such Net Proceeds, "*Collateral Net Proceeds*"), the Issuer or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale,

(i) to repay (a) Indebtedness constituting Pari Passu Obligations (other than the Securities) under the Pari Passu Intercreditor Agreement (and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto), *provided* that, if the Issuer or any Restricted Subsidiary shall so reduce any such Pari Passu Obligations, the Issuer will equally and ratably reduce Obligations under the Securities as provided under Paragraph 5 of the "Optional Redemption" provisions of the Security, through open-market purchases (provided that such purchases are at or above 100.0% of the principal amount thereof or, if less, the accreted value thereof) or by making an offer whether or not accepted (in accordance with the procedures set forth below for a Collateral Asset Sale Offer) to all Holders to purchase their Securities at a purchase price equal to 100.0% of the principal amount thereof or, if less, the accreted value thereof, plus accrued and unpaid interest on the principal amount of Securities so purchased, or (b) to the extent such Net Proceeds constitute proceeds from ABL Priority Collateral, Indebtedness under the ABL Credit Agreement (and to effect a corresponding reduction in commitments under the ABL Credit Agreement);

provided, that in the case of clause (a) above, (1) if an offer to purchase any Indebtedness constituting Pari Passu Obligations under the Pari Passu Intercreditor Agreement is made, such amount will be deemed repaid to the extent of the amount of such offer, whether or not accepted by the holders of such Indebtedness, and no Collateral Net Proceeds in the amount of such offer will be deemed to exist following such offer, and (2) if the holder of any Indebtedness constituting Pari Passu Obligations under the Pari Passu Intercreditor Agreement declines the repayment of such Indebtedness constituting Pari Passu Obligations under the Pari Passu Intercreditor Agreement owed to it from such Collateral Net Proceeds, such amount will be deemed repaid to the extent of the declined Collateral Net Proceeds;

(ii) to make (a) an Investment in any one or more businesses, *provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Issuer or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other properties or assets, in the case of each of (a), (b) and (c), used or useful in a Similar Business;

(iii) to make an Investment in (a) any one or more businesses, provided that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Issuer or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) properties or (c) other assets that, in the case of each of (a), (b) and (c), replace the businesses, properties and/or other assets that are the subject of such Asset Sale; or

(iv) any combination of the foregoing;

provided that, in the case of clauses (ii) and (iii) above, a binding commitment entered into not later than such 365th day shall extend the period for such Investment or other payment for an additional 180 days after the end of such 365-day period so long as the Issuer or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, the Issuer or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within such 180-day period; *provided*, *further*, that (x) if any Second Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied or (y) such Net Proceeds are not actually so invested or paid in accordance with clause (2) above by the end of such 180-day period, then such Net Proceeds shall constitute Excess Proceeds on the date of such cancellation or termination, or such 180th day, as applicable.

Any Collateral Net Proceeds from the Asset Sale of Collateral that are not invested or applied as provided and within the time period set forth in the preceding paragraph will be deemed to constitute "*Collateral Excess Proceeds*." When the aggregate amount of Collateral Excess Proceeds exceeds $40.0 million, the Issuer shall make an offer to all Holders of the Securities and, if required by the terms of any Pari Passu Obligations under the Pari Passu Intercreditor Agreement, to the holders of such other Pari Passu Obligations (a "*Collateral Asset Sale Offer*") to purchase the maximum aggregate principal amount of the Securities and such other Pari Passu Obligations that is in an amount equal to at least $2,000, that may be purchased out of the Collateral Excess Proceeds at an offer price in cash in an amount equal to 100.0% of the principal amount thereof (or accreted value thereof, if less), plus accrued and unpaid interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in this Indenture. The Issuer will commence a Collateral Asset Sale Offer with respect to Collateral Excess Proceeds within thirty Business Days after the date that Collateral Excess Proceeds exceed $40.0 million by delivering the notice required pursuant to the terms of this Indenture, with a copy to the Trustee. The Issuer may satisfy the foregoing obligations with respect to any Collateral Net Proceeds from a Collateral Asset Sale by making a Collateral Asset Sale Offer (an "*Advance Offer*") with respect to all or a portion of any Collateral Net Proceeds (the "*Advance Portion*") prior to the expiration of the relevant 365 days (or such longer period provided above) or with respect to Collateral Excess Proceeds of $40.0 million or less.

To the extent that the aggregate amount of Securities and such other Pari Passu Obligations tendered pursuant to a Collateral Asset Sale Offer is less than the Collateral Excess Proceeds (or in the case of an Advance Offer, the Advance Portion), the Issuer shall be deemed to have complied with its obligations under this Indenture and may retain any remaining Collateral Excess Proceeds to be used for general corporate purposes. If the aggregate principal amount of Securities and such other Pari Passu Obligations tendered by holders thereof exceeds the amount of Collateral Excess Proceeds, the Trustee, subject to the Depositary's customary procedures, shall select the Securities and the Issuer shall select the other Pari Passu Obligations to be purchased on a pro rata basis based on the accreted value or principal amount of the Securities or such other Pari Passu Obligations tendered with adjustments as necessary so that no Securities or other Pari Passu Obligations will be repurchased in part in an unauthorized denomination. Upon completion of any such Collateral Asset Sale Offer, the amount of Collateral Excess Proceeds shall be reset at zero. Additionally, upon consummation or expiration of any Advance Offer, any remaining Collateral Net Proceeds shall not be deemed Collateral Excess Proceeds and the Issuer may use such Collateral Net Proceeds in any manner not prohibited by this Indenture.

(c) Within 365 days after the receipt of any Net Proceeds of any Asset Sale of non-Collateral, the Issuer or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale:

(i) to repay (1) Obligations under any Indebtedness (other than Subordinated Indebtedness) of the Issuer or any Restricted Subsidiary (and if the Indebtedness repaid is revolving credit indebtedness, to correspondingly reduce commitments with respect thereto); *provided* that the Issuer shall equally and ratably reduce Obligations under the Securities as provided under paragraph 5 of the Security, through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof or, if less, the accreted value thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all Holders to purchase their Securities at 100% of the principal amount thereof or, if less, the accreted value thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Securities that would otherwise be prepaid or (2) Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Issuer or another Restricted Subsidiary;

provided, that in the case of clause (1) above, (x) if an offer to purchase any Indebtedness of the Issuer or any Restricted Subsidiary is made, such amount will be deemed repaid to the extent of the amount of such offer, whether or not accepted by the holders of such Indebtedness, and no Net Proceeds in the amount of such offer will be deemed to exist following such offer and (y) if the holder of any Indebtedness of the Issuer or any Restricted Subsidiary declines the repayment of such Indebtedness owed to it from such Net Proceeds, such amount will be deemed repaid to the extent of the declined Net Proceeds;

(ii) to make (a) an Investment in any one or more businesses, *provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Issuer or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other properties or assets, in the case of each of (a), (b) and (c), used or useful in a Similar Business;

(iii) to make an Investment in (a) any one or more businesses,*provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Issuer or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) properties or (c) other assets that, in the case of each of (a), (b) and (c), replace the businesses, properties and/or other assets that are the subject of such Asset Sale; or

(iv) any combination of the foregoing;

provided that, in the case of clauses (ii) and (iii) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Issuer or such other Restricted Subsidiary enters into an Acceptable Commitment and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, the Issuer or such Restricted Subsidiary enters into a Second Commitment within 180 days of such cancellation or termination (or, if later, 365 days after the receipt of such Net Proceeds); *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied, then such Net Proceeds shall constitute Excess Proceeds (as defined below).

Notwithstanding the foregoing, to the extent that any or all of the Net Proceeds of any Asset Sales (whether or not constituting Collateral) by a Foreign Subsidiary (a "*Foreign Disposition*") is prohibited or delayed by applicable local law from being repatriated to the United States, the portion of such Net Proceeds so affected will not be required to be applied in compliance with this covenant, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation to the United States (the Issuer hereby agreeing to use reasonable efforts to cause the applicable Foreign Subsidiary to take all actions reasonably required by the applicable local law, applicable organizational impediments or other impediment to permit such repatriation), and if such repatriation of any of such affected Net Proceeds is permitted under the applicable local law, such repatriation will be promptly effected and such repatriated Net Proceeds will be applied (whether or not repatriation actually occurs) in compliance with this Section 4.06.

Any Net Proceeds from any Asset Sale that are not invested or applied as provided and within the time period set forth in this Section 4.06(c) (it being understood that any portion of such Net Proceeds used to make an offer to purchase Securities, as described in clause (i) of this Section 4.06(c), shall be deemed to have been invested whether or not such offer is accepted) will be deemed to constitute "*Excess Proceeds.*" When the aggregate amount of Excess Proceeds exceeds $40.0 million, the Issuer shall make an offer to all Holders and, at the option of the Issuer, to any holders of any Indebtedness that is pari passu with the Securities ("*Pari Passu Indebtedness*") (an "*Asset Sale Offer*"), to purchase the maximum aggregate principal amount of the Securities and such Pari Passu Indebtedness that is at least $2,000 and an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in

cash in an amount equal to 100% of the principal amount thereof, or 100% of the accreted value thereof, if less, plus accrued and unpaid interest, if any, (or, in respect of such Pari Passu Indebtedness, such lesser price, if any, as may be provided for by the terms of such Pari Passu Indebtedness) to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in this Indenture. The Issuer will commence an Asset Sale Offer with respect to Excess Proceeds within thirty Business Days after the date that Excess Proceeds exceed $40.0 million by sending the notice required pursuant to the terms of this Indenture, with a copy to the Trustee, or otherwise in accordance with the procedures of DTC. The Issuer may satisfy the foregoing obligation with respect to such Net Proceeds by making an Advance Offer with respect to the Advance Portion in advance of being required to do so by this Indenture or with respect to Excess Proceeds of $40.0 million or less.

To the extent that the aggregate amount of Securities and such Pari Passu Indebtedness tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds(or in the case of an Advance Offer, the Advance Portion), the Issuer may use any remaining Excess Proceeds for general corporate purposes, subject to compliance with other covenants contained in this Indenture. If the aggregate principal amount of Securities and the Pari Passu Indebtedness surrendered in an Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Securities to be purchased in the manner described in Section 3.04 hereof. Selection of such Pari Passu Indebtedness will be made pursuant to the terms of such Pari Passu Indebtedness. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset to zero (regardless of whether there are any remaining Excess Proceeds upon such completion). Additionally, upon consummation or expiration of any Advance Offer, any remaining Net Proceeds shall not be deemed Excess Proceeds and the Issuer may use such Net Proceeds for any purpose not otherwise prohibited under this Indenture.

Pending the final application of any Collateral Net Proceeds or Net Proceeds pursuant to this Section 4.06, the holder of such Collateral Net Proceeds or Net Proceeds may apply such Collateral Net Proceeds or Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Collateral Net Proceeds or Net Proceeds in any manner not prohibited by this Indenture.

The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Securities pursuant to a Collateral Asset Sale Offer or an Asset Sale Offer, as applicable. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 4.07 Special Mandatory Offer to Purchase

(a) Unless the Issuer has previously or concurrently sent a redemption notice with respect to all outstanding Securities as described under paragraph 5 of the Security and in accordance with the terms hereof, if a Triggering Event occurs, each Holder will have the right to require the Issuer to repurchase all or any part (equal to at least $2,000 and an integral multiple of $1,000 in excess thereof) of that Holder's Securities pursuant to an offer ("*Triggering Event Repurchase Offer*") for an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase.

(b) Within three Business Days following a Triggering Event, the Issuer shall electronically deliver or mail a notice to each Holder with a copy to the Trustee and the Paying Agent stating:

(i) that a Triggering Event has occurred and that such Holder has the right to require the Issuer to repurchase such Holder's Securities at a repurchase price in cash equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase (subject to the right of Holders of record on a record date to receive interest on the relevant interest payment date);

(ii) the repurchase date (which shall be no later than 45 days from the date of the Triggering Event);

(iii) the instructions determined by the Issuer, consistent with this covenant, that a Holder must follow in order to have its Securities purchased; and

(iv) if such notice is electronically delivered or mailed prior to the occurrence of a Triggering Event, that such Triggering Event Repurchase Offer is conditioned on the occurrence of such Triggering Event.

(c) For the avoidance of doubt, a Triggering Event Repurchase Offer may be made in advance of a Triggering Event, and be conditional upon such Triggering Event.

(d) Securities repurchased by the Issuer pursuant to a Triggering Event Repurchase Offer will either have the status of Securities issued but not outstanding or will be retired and canceled at the option of the Issuer.

(e) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Securities pursuant to a Triggering Event Repurchase Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

SECTION 4.08 Transactions with Affiliates.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each of the foregoing, an "*Affiliate Transaction*") involving aggregate payments or consideration in excess of $15.0 million, unless:

(i) such Affiliate Transaction is on terms, taken as a whole, that are not materially less favorable to the Issuer or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person on an arm's-length basis, or if in the good faith judgment of the board of directors of the Issuer, no comparable transaction is available with which to compare the Affiliate Transaction, such Affiliate Transaction is otherwise fair to the Issuer or such Restricted Subsidiary from a financial point of view; and

(ii) the Issuer delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $30.0 million, a resolution adopted by the majority of the board of directors of the Issuer approving such Affiliate Transaction and set forth in an Officer's Certificate of the Issuer certifying that such Affiliate Transaction complies with clause (i) above.

(b) Section 4.08(a) hereof shall not apply to the following:

(i) transactions between or among the Issuer or any of its Restricted Subsidiaries, or an entity that becomes a Restricted Subsidiary as a result of such transaction, and any merger, consolidation or amalgamation of the Issuer and any direct or indirect parent of the Issuer; provided that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and Capital Stock of the Issuer (or a parent company thereof) and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Indenture and effected for a bona fide business purpose;

(ii) Restricted Payments permitted by Section 4.04 hereof and Investments constituting Permitted Investments;

(iii) (A) the payment of management, consulting, monitoring, transaction, oversight, advisory, termination and similar fees and related indemnities and expenses pursuant to the Sponsor Management Agreements as in effect on the Issue Date, and any transaction, agreement or arrangement described in the Offering Memorandum and, in each case, any amendment thereto or replacement thereof so long as any such amendment or replacement is not disadvantageous in any material respect, in the good faith judgment of the Issuer, to the Holders of the Securities when taken as a whole as compared to the Sponsor Management Agreements in effect on the Issue Date (it being understood that any amendment thereto or replacement thereof to increase any fees or other compensation payable or implement new fees or compensation payable pursuant to such Sponsor Management Agreements would be deemed to be materially disadvantageous to the Holders) and (B) the payment of all indemnities and expenses owed to any Investors and each of their respective directors, officers, members of management, managers, employees and consultants, in each case of clauses (A) and (B) whether currently due or paid in respect of accruals from prior periods;

(iv) the payment of customary fees, reasonable out-of-pocket costs to and reimbursement of expenses and compensation paid to, and indemnities provided on behalf of or for the benefit of, future, present or former employees, officers, members of the board of directors (or similar governing body), members of management, managers, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer, any of its direct or indirect parent companies or any of its subsidiaries;

(v) transactions in which the Issuer or any of its Restricted Subsidiaries, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable to the Issuer or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person on an arm's-length basis;

(vi) any agreement as in effect as of the Issue Date, or any amendment, modification or extension thereof (so long as any such amendment is not disadvantageous in any material respect to the Holders when taken as a whole as compared to the applicable agreement as in effect on the Issue Date as determined in good faith by the Issuer) or any transaction contemplated thereby;

(vii) the existence of, or the performance by the Issuer, any of its Restricted Subsidiaries or any direct or indirect parent of the Issuer of its obligations under the terms of, any stockholders or principal investors agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any transaction, agreement or arrangement described in the Offering Memorandum and, in each case, any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Issuer or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing transaction, agreement or arrangement or any similar transaction, agreement or arrangement entered into after the Issue Date shall only be permitted by this clause (vii) to the extent that the terms of any such existing transaction, agreement or arrangement together with all amendments thereto, taken as a whole, or new transaction, agreement or arrangement are not otherwise disadvantageous in any material respect to the Holders when taken as a whole as compared to the original agreement in effect on the Issue Date as determined in good faith by the Issuer;

(viii) (A) transactions with customers, clients, suppliers, joint ventures, contractors, or purchasers or sellers of goods or services or providers of employees or other labor, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture which are fair to the Issuer and its Restricted Subsidiaries, in the good faith determination of the board of directors (or

similar governing body) of the Issuer or the senior management thereof, or are on terms at least as favorable as would reasonably have been obtained at such time from an unaffiliated party on an arm's-length basis or (B) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business and consistent with past practice;

(ix) the issuance of Equity Interests (other than Disqualified Stock or Preferred Stock) of the Issuer or a Restricted Subsidiary to any person and the granting and performance of customary registration rights;

(x) payments by the Issuer or any of its Restricted Subsidiaries made for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, including, without limitation, in connection with acquisitions or divestitures which payments are approved by a majority of the board of directors of the Issuer in good faith or are otherwise permitted by this Indenture;

(xi) (A) payments or loans (or cancellation of loans) or advances to employees, officers, directors, members of management, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Issuer, any of its direct or indirect parent companies or any of its Restricted Subsidiaries and collective bargaining agreements, employment agreements, severance arrangements, compensatory (including profit sharing) arrangements, stock option plans, benefit plan, health, disability or similar insurance plan and other similar arrangements with such employees, officers, directors, managers, members of management, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing), (B) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with future, present or former employees, officers, directors, members of management, consultants or independent contractors and (C) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of employment arrangements, stock options and stock ownership plans approved by the board of directors (or equivalent governing body) of any direct or indirect parent company or of the Issuer or any Restricted Subsidiary;

(xii) the Transactions and the payment of all fees and expenses related to the Transactions, including the Transaction Expenses and to satisfy any payment obligations under the Transaction Agreement after the Issue Date;

(xiii) any transaction effected as part of a Receivables Facility;

(xiv) any contribution to the capital of the Issuer or any Restricted Subsidiary;

(xv) transactions permitted by, and complying with, the provisions of Section 5.01 hereof solely for the purpose of (A) reorganizing to facilitate any initial public offering of securities of the Issuer or any direct or indirect parent company of the Issuer, (B) forming a holding company, or (C) reincorporating the Issuer in a new jurisdiction;

(xvi) between the Issuer or any Restricted Subsidiary and any Person, a director of which is also a director of the Issuer or any direct or indirect parent of the Issuer; provided, however, that such director abstains from voting as a director of the Issuer or such direct or indirect parent, as the case may be, on any matter involving such other Person;

(xvii) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the board of directors of the Issuer or any direct or indirect parent company of the Issuer or a Subsidiary of the Issuer, as appropriate, in good faith;

(xviii) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Issuer in an Officer's Certificate) for the purposes of improving the consolidated tax efficiency of the Issuer and its Subsidiaries and not for the purpose of circumventing any covenant set forth in this Indenture;

(xix) payments by the Issuer and its Restricted Subsidiaries pursuant to tax sharing, tax distribution or similar arrangements among any direct or indirect parent of the Issuer and its Subsidiaries on customary terms;

(xx) investments by the Investors in securities of the Issuer or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Investors in connection therewith) so long as the investment is being generally offered to other investors on the same or more favorable terms;

(xxi) any transaction with a Person (other than an Unrestricted Subsidiary) which would constitute an Affiliate Transaction solely because the Issuer or a Restricted Subsidiary owns an Equity Interest in or otherwise controls such Person;

(xxii) pledges of Equity Interests of Unrestricted Subsidiaries;

(xxiii) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business; and

(xxiv) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement.

SECTION 4.09 Change of Control.

(a) Upon the occurrence of a Change of Control after the Issue Date, unless the Issuer has previously or concurrently sent a redemption notice with respect to all the outstanding Securities as described under paragraph 5 of the Security, the Issuer will make an offer to purchase all of the Securities pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the date of purchase, subject to the right of Holders of record of the Securities at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the redemption date.

(b) Within 30 days following any Change of Control occurring after the Issue Date, the Issuer will send notice of such Change of Control Offer by first-class mail, with a copy to the Trustee, to each Holder of Securities to the registered address of such Holder or otherwise electronically in accordance with the procedures of DTC, with the following information:

(i) that a Change of Control Offer is being made pursuant to this Section 4.09, and that all Securities properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuer at a repurchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the date of repurchase, subject to the right of Holders of record of the Securities at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the purchase date;

(ii) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or otherwise delivered, subject to extension (in the case where such notice is mailed or otherwise delivered prior to the occurrence of a Change of Control as described below) in the event that the occurrence of the Change of Control is delayed (the "*Change of Control Payment Date*");

(iii) that any Security not properly tendered will remain outstanding and continue to accrue interest;

(iv) that unless the Issuer defaults in the payment of the Change of Control Payment, all Securities accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;

(v) if such written notice is sent prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control and shall describe each such condition, and, if applicable, shall state that, in the Issuer's discretion, the Change of Control Payment Date may be delayed until such time (including more than 60 days after the notice is mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied, or that such redemption may not occur and such notice may be rescinded or amended in the event that the Issuer shall determine that the Change of Control will not occur by the Change of Control Payment Date, or by the Change of Control Payment Date as so delayed;

(vi) that Holders electing to have any Securities purchased pursuant to a Change of Control Offer will be required to surrender such Securities, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Securities completed, to the Paying Agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(vii) that Holders will be entitled to withdraw their tendered Securities and their election to require the Issuer to purchase such Securities*provided* that the Paying Agent receives, not later than the close of business on the second Business Day prior to the Change of Control Payment Date, an electronic transmission (PDF), facsimile transmission or letter setting forth the name of the Holder of the Securities with proof of ownership, the principal amount of Securities tendered for purchase, and a statement that such Securities is withdrawing its tendered Securities and its election to have such Securities purchased; and

(viii) the other instructions, as determined by the Issuer, consistent with this Section 4.09, that a Holder must follow.

Securities repurchased by the Issuer pursuant to a Change of Control Offer will either have the status of Securities issued but not outstanding or will be retired and cancelled at the option of the Issuer. Securities purchased by a third party pursuant to the preceding paragraph will have the status of Securities issued and outstanding.

The notice, if sent in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (a) the notice is sent in a manner herein provided and (b) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder's failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Securities as to all other Holders that properly received such notice without defect.

The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase by the Issuer of Securities pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

(c) On or before, as applicable, the Change of Control Payment Date, the Issuer shall, to the extent permitted by law,

(1) accept for payment all Securities issued by it or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Securities or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Securities so accepted together with an Officer's Certificate of the Issuer to the Trustee stating that such Securities or portions thereof have been tendered to and purchased by the Issuer.

(d) The Issuer shall not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Securities validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(e) In connection with any tender offer for the Securities, including a Change of Control Offer or Asset Sale Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Securities validly tender and do not withdraw such Securities in such tender offer and the Issuer or any third party making a such tender offer in lieu of the Issuer, purchases all of the Securities validly tendered and not withdrawn by such Holders, the Issuer or such third party will have the right upon not less than 15 days nor more than 60 days prior notice, given not more than 15 days following such purchase date, to redeem all Securities that remain outstanding following such purchase at a redemption price equal to the price offered to each other Holder in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but not including, the Redemption Date.

(f) Other than as specifically provided in this Section 4.09, any purchase pursuant to this Section 4.09 shall be made pursuant to the provisions of Sections 3.04, 3.07 and 3.08 hereof. A Change of Control Offer may be made at the same time as consents are solicited with respect to an amendment, supplement or waiver of this Indenture, the Securities and/or the Guarantees.

SECTION 4.10 Compliance Certificate. The Issuer shall deliver to the Trustee within 120 days after the end of each fiscal year of the Issuer, beginning with the fiscal year ending on or about December 31, 2016, a certificate (the signer of which shall be the principal executive officer, the principal financial officer or the principal accounting officer of the Issuer) stating that in the course of the performance by the signer of the signer's duties as an Officer of the Issuer the signer would normally have knowledge of any Default and whether or not the signer knows of any Default that occurred during such period. If the signer knows of any such Default, the certificate shall describe such Default.

SECTION 4.11 Further Instruments and Acts. The Issuer shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.12 Future Subsidiary Guarantors. The Issuer shall not permit (i) any of its Restricted Subsidiaries to guarantee or incur any Indebtedness under the Term Loan Credit Agreement or the Unsecured Notes or (ii) any of its Restricted Subsidiaries that are Domestic Subsidiaries to guarantee or incur any Indebtedness under any other syndicated bank or capital markets Indebtedness of the Issuer or any Restricted Subsidiary in an aggregate principal amount in excess of $50 million, unless, in each case, such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to this Indenture, the form of which is attached as Exhibit C hereto, providing for a Guarantee by such Restricted Subsidiary of the Securities.

Notwithstanding the foregoing, each such Guarantee may be limited as necessary to recognize certain defenses generally available to guarantors (including those that relate to fraudulent conveyance or transfer, voidable preference, financial assistance, corporate purpose, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law.

Each Person that becomes a Subsidiary Guarantor after the Issue Date shall also become a party to the applicable Security Documents pursuant to the terms of this Indenture and shall as promptly as practicable, and in no event later than 90 days, execute and deliver such security instruments, financing statements, mortgages, deeds of trust (in substantially the same form as those executed and delivered with respect to the Collateral on the Issue Date or on the date first delivered in the case of Collateral that this Indenture provides may be delivered after the Issue Date (to the extent, and substantially in the form, delivered on the Issue Date or the date first delivered, as applicable (but no greater scope)) as may be necessary to vest in the Collateral Agent a perfected first-priority security interest (subject to Permitted Liens) in properties and assets that constitute Notes Priority Collateral and a perfected second-priority security interest (subject to Permitted Liens) in properties and assets that constitute ABL Priority Collateral, as security for such Guarantor's Guarantee and as may be necessary to have such property or asset added to the Collateral as required under the Security Documents and this Indenture, and thereupon all provisions of this Indenture and the Security Documents relating to the Collateral shall be deemed to relate to such properties and assets to the same extent and with the same force and effect.

Each Guarantee shall be released in accordance with Section 10.03 hereof.

SECTION 4.13 Liens. The Issuer shall not, and shall not permit any Subsidiary Guarantor to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Liens) that secures Obligations under any Indebtedness or any related guarantee, on any asset or property of the Issuer or any Subsidiary Guarantor, or any income or profits therefrom, or assign or convey any right to receive income therefrom.

The expansion of Liens by virtue of accrual of interest, the accretion of accreted value, the payment of interest or dividends in the form of additional Indebtedness, amortization of original issue discount and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness will not be deemed to be an incurrence of Liens for purposes of this Section 4.13.

SECTION 4.14 Maintenance of Office or Agency.

(a) The Issuer shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee or Registrar) where Securities may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Securities and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee; *provided* that no service of legal process may be made against the Issuer at any office of the Trustee.

(b) The Issuer may also from time to time designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuer hereby designate the Corporate Trust Office of the Trustee or its agent as such office or agency of the Issuer in accordance with Section 2.04 hereof.

SECTION 4.15 Suspension of Certain Covenants.

(a) If, on any date following the Issue Date, (i) the Securities have an Investment Grade Rating from both Rating Agencies and (ii) no Default has occurred and is continuing under this Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "*Covenant Suspension Event*") then, beginning on that day and continuing at all times thereafter until the Reversion Date, as defined below, the Issuer and its Restricted Subsidiaries shall not be subject to Sections 4.03, 4.04, 4.05, 4.06, 4.08, 4.09, 4.12 and clause (iv) of Section 5.01(a) hereof (collectively, the "*Suspended Covenants*" and each individually, a "*Suspended Covenant*"). In the event that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants under this Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "*Reversion Date*") (A) one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Securities below an Investment Grade Rating, then the Issuer and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under this Indenture with respect to future events and (B) the Issuer or any of its Affiliates enters into an agreement to effect a transaction that would result in a Change of Control and one or more of the Rating Agencies indicate that if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its Investment Grade Rating or downgrade the ratings assigned to the Securities below Investment Grade Rating, then the Issuer and the Restricted Subsidiaries will thereafter again be subject to Section 4.09 hereof with respect to future events, including without limitation, the proposed transaction described in this clause (B). The period beginning on the day of a Covenant Suspension Event and ending on a Reversion Date is referred to herein as a "*Suspension Period*."

On each Reversion Date, all Indebtedness incurred, or Disqualified Stock or Preferred Stock issued, during the Suspension Period shall be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under Section 4.03(b)(iii) hereof. Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 4.04 hereof shall be made as though Section 4.04 hereof had been in effect prior to, but not during, the Suspension Period. No Default or Event of Default will be deemed to have occurred on the Reversion Date (or thereafter) under any Suspended Covenant solely as a result of any actions taken by the Issuer or its Restricted Subsidiaries, or events occurring, during the Suspension Period. On and after each Reversion Date, the Issuer and its Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Suspension Period (and not in contemplation of the Reversion Date) so long as such contract and such consummation would have been permitted during such Suspension Period.

(b) For purposes of Section 4.05 hereof, on the Reversion Date, any contractual encumbrances or restrictions of the type specified in clause (a), (b) or (c) of Section 4.05 hereof entered into during the Suspension Period will be deemed to have been in effect on the Issue Date, so that they are permitted under clause (c)(1) of Section 4.05 hereof.

(c) For purposes of Section 4.06 hereof, on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

(d) For purposes of Section 4.08 hereof, any Affiliate Transaction entered into after the Reversion Date pursuant to a contract, agreement, loan, advance or guaranty with, or for the benefit of, any Affiliate of the Issuer entered into during the Suspension Period will be deemed to have been in effect as of the Issue Date for purposes of Section 4.08(b)(vi) hereof. Within 10 days following the Reversion Date any Guarantees released solely upon the related Covenant Suspension Event shall be reinstated and, the Issuer must comply with the terms of Section 4.12 hereof.

(e) During a Suspension Period, the Issuer may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the second sentence of the definition of "Unrestricted Subsidiaries."

(f) The Issuer shall deliver promptly to the Trustee an Officer's Certificate notifying it of the any Suspension Period or any Reversion Date. The Trustee shall have no independent obligation to determine if a Suspension Period has commenced or terminated, to notify the Holders regarding the same or to determine the consequences thereof.

SECTION 4.16 Limited Condition Acquisition; Measuring Compliance

(a) With respect to any (x) acquisition or similar Investment for which the Issuer or any Subsidiary of the Issuer may not terminate its obligations due to a lack of financing for such acquisition or similar Investment (whether by merger, consolidation or other business combination or the acquisition of Capital Stock or otherwise) as applicable or (y) repayment, repurchase or refinancing of Indebtedness with respect to which an irrevocable notice of repayment (or similar irrevocable notice) has been delivered, in each case, for purposes of determining:

(i) whether any Indebtedness (including Acquired Indebtedness) that is being incurred in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is permitted to be incurred in compliance with Section 4.03 hereof;

(ii) whether any Lien being incurred in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness or to secure any such Indebtedness is permitted to be incurred in accordance with the covenant described under Section 4.13 hereof or the definition of "Permitted Liens";

(iii) whether any other transaction undertaken or proposed to be undertaken in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness complies with the covenants or agreements contained in this Indenture or the Securities; and

(iv) any calculation of the Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Secured Debt Ratio. Consolidated Secured Debt Ratio, Net Income, Consolidated Net Income and/or EBITDA and, whether a Default or Event of Default exists in connection with the foregoing,

at the option of the Issuer, using the date that the definitive agreement for such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is entered into (the "*Transaction Agreement Date*") may be used as the applicable date of determination, as the case may be, in each case with such pro forma adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio" or "EBITDA." For the avoidance of doubt, if the Issuer elects to use the Transaction Agreement Date as the applicable date of determination in accordance with the foregoing, (a) any fluctuation or change in the Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Secured Debt Ratio, Consolidated Secured Debt Ratio, Net Income, Consolidated Net Income or EBITDA of the Issuer, the target business or assets to be acquired subsequent to the Transaction Agreement Date and at or prior to the consummation of such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness, will not be taken into account for purposes of determining whether any Indebtedness or Lien that is being incurred in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is permitted to be incurred or in connection with compliance by the Issuer or any of the Restricted Subsidiaries with any other provision of this Indenture or the Securities or any other transaction undertaken in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness and (b) until such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is consummated or such definitive agreements are terminated, such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness and all transactions proposed to be undertaken in connection therewith (including the incurrence of Indebtedness and Liens) will be given pro forma effect when determining compliance of other transactions (including the incurrence of Indebtedness and Liens unrelated to such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness) that are consummated after the Transaction Agreement Date and on or prior to the consummation of such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness and any such transactions (including any incurrence of Indebtedness and the use of proceeds thereof) will be deemed to have occurred

on the date the definitive agreements are entered and outstanding thereafter for purposes of calculating any baskets or ratios under this Indenture after the date of such agreement and before the consummation of such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness; provided that in connection with the making of Restricted Payments, the calculation of Consolidated Net Income (and any defined term a component of which is Consolidated Net Income) will not, in any case, assume such acquisition or similar Investment has been consummated. In addition, this Indenture will provide that compliance with any requirement relating to absence of Default or Event of Default may be determined as of the Transaction Agreement Date and not as of any later date as would otherwise be required under this Indenture. In the event an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) is incurred or issued, any Lien is incurred or other transaction is undertaken on the same date that any other item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) is incurred or issued, any other Lien is incurred or other transaction is undertaken, then the Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Secured Debt Ratio and Consolidated Secured Debt Ratio will be calculated with respect to such incurrence, issuance or other transaction without regard to any other incurrence, issuance or transaction. Each item of Indebtedness, Disqualified Stock or Preferred Stock that is incurred or issued, each Lien incurred and each other transaction undertaken will be deemed to have been incurred, issued or taken first, to the extent available, pursuant to the relevant Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Secured Debt Ratio and Consolidated Secured Debt Ratio.

SECTION 4.17 After -Acquired Collateral

(a) From and after the Issue Date, if the Issuer or any Guarantor creates any additional security interest upon any property or asset that would constitute Collateral to secure any Pari Passu Obligations other than the Notes on a first priority basis, or a junior priority basis in the case of ABL Priority Collateral, (subject to Permitted Liens), it shall concurrently grant a first-priority (junior -priority in the case of ABL Priority Collateral) security interest (subject to Permitted Liens) upon such property as security for the Notes and the other Obligations under this Indenture.

(b) The Issuer shall cause each Restricted Subsidiary upon execution and delivery to the Trustee of a supplemental indenture substantially in the form of Exhibit C hereto to become a party to the Security Documents, as applicable, and to execute and file all documents and instruments necessary (as determined by the Issuer) to grant to the Collateral Agent, for the benefit of the Holders, the Trustee and the Collateral Agent, a perfected security interest in the Collateral of such Restricted Subsidiary, in each case solely to the extent required by this Indenture and the Security Documents.

ARTICLE 5

SUCCESSOR ISSUER

SECTION 5.01 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Issuer shall not consolidate or merge with or into or wind up into (whether or not the Issuer is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets on a consolidated basis, in one or more related transactions, to any Person unless:

(i) the Issuer is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited liability company or trust organized or existing under the laws of the United States, any state thereof or the District of Columbia (the Issuer or such Person, as the case may be, being herein called the "*Successor Issuer*");

(ii) the Successor Issuer, if other than the Issuer, expressly assumes all the obligations of the Issuer under this Indenture, the Securities and the Security Documents pursuant to a supplemental indenture or other document or instrument;

(iii) immediately after such transaction, no Default shall have occurred and be continuing;

(iv) immediately after giving pro forma effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four-quarter period, either:

(A) the Successor Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a) hereof; or

(B) the Fixed Charge Coverage Ratio for the Successor Issuer and its Restricted Subsidiaries would be equal to or greater than the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries immediately prior to such transaction;

(v) each Guarantor, unless it is the other party to the transactions described above, in which case Section 5.01(b)(i)(B) hereof shall apply, shall have by supplemental indenture and other documents or instruments confirmed that its Guarantee shall apply to such Person's obligations under this Indenture, the Securities and the Security Documents; and

(vi) the Successor Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture; *provided* that in giving such Opinion of Counsel, such counsel may rely on an Officer's Certificate as to compliance with the foregoing clauses (iii) and (iv) and as to any other matters of fact.

The Successor Issuer (if other than the Issuer) will succeed to, and be substituted for the Issuer, as the case may be, under this Indenture and the Securities and in such event the Issuer will automatically be released and discharged from its obligation under this Indenture and the Securities.

Notwithstanding clauses (iii) and (iv) of Section 5.01(a) hereof (which do not apply to the following transactions), (A) any Restricted Subsidiary may consolidate with or merge with or into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to the Issuer or any other Restricted Subsidiary; (B) the Issuer may consolidate with or merge with or into or wind up into an Affiliate of the Issuer solely for the purpose of reincorporating the Issuer in a state of the United States, the District of Columbia or any territory thereof, so long as the amount of Indebtedness of the Issuer and its Restricted Subsidiaries is not increased thereby; and (C) the Issuer or any of its Subsidiaries may be converted into, or reorganized or reconstituted as a limited liability company, limited partnership or corporation in a state of the United States, the District of Columbia or any territory thereof.

(b) Subject to Section 10.03 hereof, no Subsidiary Guarantor shall, and the Issuer shall not permit any Subsidiary Guarantor to, consolidate or merge with or into or wind up into (whether or not the Issuer or a Subsidiary Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person (other than any such sale, assignment, transfer, lease, conveyance or disposition in connection with the Transactions) unless:

(i) (A) such Subsidiary Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, partnership or limited liability company organized or existing under the laws of the jurisdiction of organization of such Subsidiary Guarantor, as the case may be, or the laws of the United States, any state thereof, the District of Columbia or any territory thereof (such Subsidiary Guarantor or such Person, as the case may be, being herein called the "*Successor Person*"), (B) the Successor Person (if other than such Subsidiary Guarantor) expressly assumes all the obligations of such Subsidiary Guarantor under this Indenture and such Subsidiary Guarantor's related Guarantee and the Security Documents pursuant to supplemental indentures or other documents or instruments, (C) immediately after such transaction, no Default exists, and (D) the Successor Person shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture; *provided* that in giving such Opinion of Counsel, such counsel may rely on an Officer's Certificate as to compliance with the foregoing clause (C) and as to any other matters of fact; or

(ii) the transaction is made in compliance with clauses (i) and (ii) of Section 4.06(a) hereof.

Except as otherwise provided in this Indenture, the Successor Person (if other than such Subsidiary Guarantor) will succeed to, and be substituted for, such Subsidiary Guarantor under this Indenture, such Subsidiary Guarantor's Guarantee and the Security Documents, and such Subsidiary Guarantor will automatically be released and discharged from its obligations under this Indenture, such Subsidiary Guarantor's Guarantee and the Security Documents. Notwithstanding the foregoing, (1) any Subsidiary Guarantor may consolidate with or merge with or into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to another Subsidiary Guarantor or the Issuer, (2) a Subsidiary Guarantor may consolidate or merge with or into or wind up or convert into an Affiliate incorporated solely for the purpose of reincorporating such Subsidiary Guarantor in another state of the United States or the District of Columbia so long as the amount of Indebtedness of the Subsidiary Guarantor is not increased thereby, or (3) a Subsidiary Guarantor may convert into a Person organized or existing under the laws of a jurisdiction in the United States.

Clauses (iii) and (iv) of Section 5.01(a) hereof shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Issuer and the Restricted Subsidiaries.

SECTION 5.02 Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 5.01 hereof, the successor corporation formed by such consolidation or into or with which the Issuer is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the Issuer shall refer instead to the successor corporation and not to the Issuer), and may exercise every right and power of the Issuer under this Indenture with the same effect as if such successor Person had been named as the Issuer herein; *provided* that the predecessor Issuer shall not be relieved from the obligation to pay the principal of, and interest on the Securities except in the case of a sale, assignment, transfer, lease, conveyance or other disposition of all of the Issuer's assets that meets the requirements of Section 5.01 hereof.

ARTICLE 6

DEFAULTS AND REMEDIES

SECTION 6.01 Events of Default. An "*Event of Default*" with respect to the Securities occurs if:

(a) there is a default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Securities;

(b) there is a default for 30 days or more in the payment when due of interest on or with respect to the Securities;

(c) the Issuer fails for 120 days after receipt of written notice given by the Trustee or the Holders of not less than 30% in principal amount of the Securities to comply with any of its obligations, covenants or agreements described in Section 4.02 hereof;

(d) the Issuer or any Guarantor fails for 60 days after receipt of written notice given by the Trustee or the Holders of not less than 30% in principal amount of the Securities to comply with any of its obligations, covenants or agreements (other than a default referred to in clauses (a), (b) and (c) above) contained in this Indenture or the Securities;

(e) there is a default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries or the payment of which is guaranteed by the Issuer or any of its Restricted Subsidiaries, other than Indebtedness owed to the Issuer or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Securities, if both:

(a) such default either results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods) or relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity; and

(b) the principal amount of such Indebtedness, together with the principal amount of any other such indebtedness in default for failure to pay any principal at its stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate $100.0 million or more at any one time outstanding;

(f) the Issuer or any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, fails to pay final judgments aggregating in excess of $100.0 million, which final judgments remain unpaid, undischarged, unwaived and unstayed for a period of more than 90 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(g) the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a custodian of it or for all or substantially all of its property; or

(iv) makes a general assignment for the benefit of its creditors;

(h) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in a proceeding in which the Issuer or any such Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, or for all or substantially all of the property of the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary; or

(iii) orders the liquidation of the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days;

(i) the Guarantee of any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, shall for any reason cease to be in full force and effect or any responsible officer of any Guarantor that is a Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, as the case may be, denies that it has any further liability under its or their Guarantee(s) or gives notice to such effect, other than by reason of the termination of this Indenture or the release of any such Guarantee in accordance with this Indenture;

(j) unless all the Collateral has been released from the Liens in accordance with the provisions of the Security Documents, the Issuer shall assert or any Guarantor shall assert, in any pleading in a court of competent jurisdiction, that any such security interest is invalid or unenforceable and, in the case of any such Person that is a Subsidiary of the Issuer, the Issuer fails to cause such Subsidiary to rescind such assertions within 30 days after the Issuer has actual knowledge of such assertions; or

(k) the failure of the Issuer or any Guarantor to comply for 60 days after receipt of written notice with its other agreements contained in the Security Documents, except for a failure that would not be material to the whole of the Securities and without materially affecting the value of the Collateral taken as a whole.

In the event of any Event of Default specified in clause (e) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Securities) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or

(2) holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

SECTION 6.02 Acceleration. If any Event of Default (other than an Event of Default specified in clause (g) or (h) of Section 6.01 hereof with respect to the Issuer) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 30% in principal amount of the then total outstanding Securities by notice to the Issuer may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Securities to be due and payable immediately. Upon the effectiveness of such declaration, such principal, premium, if any, and interest shall be due and payable immediately.

Notwithstanding the foregoing, in the case of an Event of Default arising under clause (g) or (h) of Section 6.01 hereof with respect to the Issuer, all outstanding Securities shall be due and payable immediately without further action or notice.

The Holders of a majority in aggregate principal amount of the then outstanding Securities by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured, waived, annulled or rescinded except nonpayment of principal or interest that has become due solely because of the acceleration;

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

(4) if the Issuer has paid the Trustee its compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

SECTION 6.03 Other Remedies. If an Event of Default with respect to the Securities occurs and is continuing, the Trustee may pursue any available remedy at law or in equity to collect the payment of principal of or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. To the extent permitted by law, all available remedies are cumulative.

To the extent permitted by the Intercreditor Agreements, the Trustee may direct the Collateral Agent (subject to being directed and indemnified and/or secured to its satisfaction in accordance with this Indenture and the Parity Passu Intercreditor Agreement) to take enforcement action with respect to the Collateral if an Event of Default has occurred and is continuing and the Collateral Agent shall only act under the direction of the Trustee in accordance with the terms hereof (unless this Indenture specifically provides otherwise).

SECTION 6.04 Waiver of Past Defaults. Provided the Securities are not then due and payable by reason of a declaration of acceleration, the Holders of not less than a majority in principal amount of the then outstanding Securities by written notice to the Trustee may on the behalf of all Holders waive an existing Default or Event of Default and its consequences except (a) a continuing Default or Event of Default in the payment of the principal of or interest on a Security, (b) a continuing Default or Event of Default arising from the failure to redeem or purchase any Security when required pursuant to the terms of this Indenture or (c) a Default in respect of a provision that under Section 9.02 hereof cannot be amended without the consent of each Holder affected. When a Default is waived, it is deemed cured and the Issuer, the Trustee and the Holders will be restored to their former positions and rights under this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 6.05 Control by Majority. The Holders of a majority in principal amount of the then outstanding Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01 hereof, that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under this Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

SECTION 6.06 Limitation on Suits.

(a) Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder may pursue any remedy with respect to this Indenture or the Securities unless:

(i) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(ii) the Holders of at least 30% in principal amount of the total outstanding Securities have requested the Trustee, in writing, to pursue the remedy;

(iii) such Holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense;

(iv) the Trustee has not complied with such request within 60 days after receipt thereof and the offer of security or indemnity; and

(v) Holders of a majority in principal amount of the total outstanding Securities have not given the Trustee a written direction inconsistent with such request within such 60-day period.

(b) A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

SECTION 6.07 Rights of the Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Securities held by such Holder, on or after the respective due dates expressed or provided for in the Securities, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or (b) hereof occurs and is continuing with respect to Securities, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer or any Guarantor on the Securities for the whole amount then due and owing (together with interest on overdue principal and (to the extent lawful) on any unpaid interest at the rate provided for in such Securities) and the amounts provided for in Section 7.07 hereof.

SECTION 6.09 Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for compensation and reasonable expenses, disbursements and advances of the Trustee (including counsel, accountants, experts or such other professionals as the Trustee deems necessary, advisable or appropriate)) and the Holders of Securities then outstanding allowed in any judicial proceedings relative to the Issuer or any Guarantor, its creditors or its property, shall be entitled to participate as a member, voting or otherwise, of any official committee of creditors appointed in such matters and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, and reasonable expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07 hereof.

SECTION 6.10 Priorities. Subject to the Intercreditor Agreements, if the Trustee collects any money or property pursuant to this Article 6 or, after an Event of Default, any money or other property distributable in respect of the Issuer's obligations under this Indenture, it shall pay out the money or property shall be paid out in the following order:

FIRST: to the Trustee acting in any capacity hereunder or in connection herewith (including any predecessor trustee) for amounts due hereunder;

SECOND: to the Holders for amounts due and unpaid on the Securities for principal, premium, if any, and interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and

THIRD: to the Issuer.

The Trustee may fix a record date and payment date for any payment to the Holders pursuant to this Section 6.10. At least 15 days before such record date, the Trustee shall send to each Holder and the Issuer a notice that states the record date, the payment date and amount to be paid.

SECTION 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 hereof or a suit by Holders of more than 10% in principal amount of the Securities.

SECTION 6.12 Waiver of Stay or Extension Laws. Neither the Issuer nor any Guarantor (to the extent it may lawfully do so) shall at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer and each Guarantor (to the extent that it may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 7

TRUSTEE

SECTION 7.01 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee (it being agreed that the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty); and

(ii) the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. The Trustee shall be under no duty to make any investigation as to any statement contained in any such instance, but may accept the same as conclusive evidence of the truth and accuracy of such statement or the correctness of such opinions. However, in the case of certificates or opinions required by any provision hereof to be provided to it, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts, statements, opinions or conclusions stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this Section 7.01(c) does not limit the effect of Sections 7.01(b) and 7.01(i) hereof;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to Sections 7.01(a), (b) and (c) hereof.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.01.

(h) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer will be sufficient if signed by an Officer of the Issuer.

(i) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

SECTION 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes, suffers or omits to take in good faith which it believes to be authorized or within its discretion, rights or powers conferred upon it by this Indenture; *provided*, *however*, that the Trustee's conduct does not constitute negligence or willful misconduct.

(e) The Trustee may consult with counsel of its own selection and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Securities shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, debenture, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney, at the expense of the Issuer and shall incur no liability of any kind by reason of such inquiry or investigation.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(h) The rights, privileges, protections, immunities, indemnifications and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, the Collateral Agent and each other agent, custodian and other Person employed to act hereunder.

(i) The Trustee shall not be liable for any action taken or omitted by it in good faith at the direction of the Holders of not less than a majority in principal amount of the outstanding Securities as to the time, method and place of conducting any proceedings for any remedy available to the Trustee or the exercising of any power conferred by this Indenture.

(j) Any action taken, or omitted to be taken, by the Trustee in good faith pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent, is the Holder of any Security shall be conclusive and binding upon future Holders of Securities and upon Securities executed and delivered in exchange therefor or in place thereof.

(k) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(m) The Trustee may request that the Issuer delivers a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(n) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Trust Officer has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office and such notice references the Securities and this Indenture.

SECTION 7.03 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent or Registrar may do the same with like rights.

SECTION 7.04 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, any Guarantee or the Securities, it shall not be accountable for the Issuer's use of the proceeds from the Securities, and it shall not be responsible for any statement of the Issuer or any Guarantor in this Indenture or in any document issued in connection with the sale of the Securities or in the Securities other than the Trustee's certificate of authentication. The Trustee shall not be charged with knowledge of any Default or Event of Default unless a Trust Officer of the Trustee shall have received written

notice thereof in accordance with Section 12.01 hereof from the Issuer, any Guarantor or any Holder at the Corporate Trust Office of the Trustee. In accepting the trust hereby created, the Trustee acts solely as Trustee for the Holders and not in its individual capacity and all persons, including without limitation the Holders of Securities and the Issuer having any claim against the Trustee arising from this Indenture shall look only to the funds and accounts held by the Trustee hereunder for payment. The Trustee shall not be responsible to make any calculation with respect to any matter under this Indenture. The Trustee shall have no duty to monitor or investigate the Issuer's compliance with or the breach of, or cause to be performed or observed, any representation, warranty, covenant or agreement of any Person, other than the Trustee, made in this Indenture.

SECTION 7.05 Notice of Defaults. If a Default occurs and is continuing and if it is actually known to a Trust Officer of the Trustee, the Trustee shall send to each Holder notice of the Default within 30 days after it is actually known to a Trust Officer or written notice of it is received by the Trustee, or promptly after discovery or obtaining notice if such discovery is made or notice is received 90 days after the Default occurs. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any Security, the Trustee may withhold the notice if and so long as it in good faith determines that withholding such notice is in the interests of the Holders.

SECTION 7.06 [Intentionally Omitted].

SECTION 7.07 Compensation and Indemnity. The Issuer shall pay to the Trustee from time to time such compensation for its services as shall be agreed in writing between the Issuer and the Trustee. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee (acting in any capacity hereunder or in connection herewith) upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services, except any such disbursements, advances or expenses as may be attributable to its negligence or willful misconduct as determined by a court of competent jurisdiction. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Issuer and each Guarantor, jointly and severally, shall indemnify the Trustee (acting in any capacity hereunder or in connection herewith) and its officers, directors, employees and agents against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses) incurred by it arising out of or in connection with the acceptance or administration of this trust and the performance of its duties under this Indenture, including the costs and expenses of enforcing this Indenture or Guarantee against the Issuer or a Guarantor (including this Section 7.07) and defending itself against or investigating any claim (whether asserted by the Issuer, any Guarantor, any Holder or any other Person). The obligation to pay such amounts shall survive the payment in full or defeasance of the Securities or the removal or resignation of the Trustee. The Trustee shall notify the Issuer of any claim for which it may seek indemnity promptly upon obtaining actual knowledge thereof; *provided*, *however*, that any failure so to notify the Issuer shall not relieve the Issuer or any Guarantor of its indemnity obligations hereunder. The Issuer shall defend the claim and the indemnified party shall provide reasonable cooperation at the Issuer's expense in the defense. Such indemnified parties may have separate counsel and the Issuer and the Guarantors, as applicable, shall pay the fees and expenses of such counsel;

provided, *however*, that the Issuer shall not be required to pay such fees and expenses if they assume such indemnified parties' defense and, in such indemnified parties' reasonable judgment, there is no conflict of interest between the Issuer and the Guarantors, as applicable, and such parties in connection with such defense. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by an indemnified party through such party's own willful misconduct, gross negligence or bad faith as determined by a court of competent jurisdiction.

To secure the Issuer's and the Guarantors' payment obligations in this Section 7.07, the Trustee shall have a Lien prior to the Securities on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of or interest on particular Securities pursuant to Article 8 hereof or otherwise.

The Issuer's and the Guarantors' payment obligations pursuant to this Section 7.07 shall survive the satisfaction or discharge of this Indenture, any rejection or termination of this Indenture under any Bankruptcy Law or the resignation or removal of the Trustee. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(g) or (h) hereof with respect to the Issuer, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if adequate indemnity against such risk or liability is not assured to its satisfaction.

"*Trustee*" for purposes of this Section 7.07 shall include any predecessor *Trustee*; *provided*, however, that the negligence or willful misconduct of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

SECTION 7.08 Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuer. The Holders of a majority in aggregate principal amount of the then outstanding Securities may remove the Trustee by so notifying the Trustee and the Issuer in writing (not less than 30 days prior to the effective date of such removal), and may appoint a successor Trustee. The Issuer shall remove the Trustee if:

(i) the Trustee is adjudged bankrupt or insolvent, or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(ii) a receiver or other public officer takes charge of the Trustee or its property; or

(iii) the Trustee otherwise becomes incapable of acting.

(c) If the Trustee resigns, is removed by the Issuer or by the Holders of a majority in principal amount of the Securities and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

(d) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to the Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.07 hereof.

(e) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of at least 10% in aggregate principal amount of the then outstanding Securities may petition at the expense of the Issuer any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Issuer's obligations under this Article 7, as applicable, shall survive the termination of this Indenture and the resignation or removal of the Trustee or Collateral Agent, and no resigned or removed Trustee or Collateral Agent shall have any liability or responsibility for the action or inaction of any successor.

SECTION 7.09 Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Securities so authenticated; and in case at that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Securities or in this Indenture *provided* that the certificate of the Trustee shall have.

SECTION 7.10 Tax Payment and Tax Withholding Obligations. In order to comply with applicable tax laws, rules and regulations a foreign financial institution, issuer, trustee, paying agent, holder or other institution is or has agreed to be subject to ("Applicable Law") related to this Indenture, the Issuer agrees, upon written request by the Trustee, to provide to the Trustee such requested information about such parties and/or transactions (including any modification to the terms of such transactions) so it can determine whether it has any tax related obligations under Applicable Law that the Issuer have in its possession.

SECTION 7.11 Certain Provisions. Each Holder of Securities, by its acceptance thereof, authorizes and directs on his or her behalf the Trustee (and Collateral Agent, as applicable) to enter into and to take such actions and to make such acknowledgments as are set forth in this Indenture, the Security Documents and the Intercreditor Agreements or other documents entered into in connection herewith.

ARTICLE 8

DISCHARGE OF INDENTURE; DEFEASANCE

SECTION 8.01 Discharge of Liability on Securities; Defeasance. This Indenture shall be discharged and shall cease to be of further effect as to all outstanding Securities when:

(a) either (i) all Securities theretofore authenticated and delivered, except lost, stolen or destroyed Securities which have been replaced or paid and Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from trust, have been delivered to the Trustee for cancellation; or (ii) all Securities not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the Securities not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to, but not including, the date of maturity or redemption together with irrevocable instructions from the Issuer to the Trustee to apply the deposited money toward the payment of the Securities at maturity or the redemption date, as the case may be (in connection with any deposit of Government Securities, the Trustee shall receive an opinion from a national recognized firm of independent public accountants confirming the sufficiency of any amounts deposited with the Trustee or paying agent); *provided*, (i) upon any redemption that requires the payment of the Applicable Premium, the amount deposited will be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any Applicable Premium Deficit only required to be deposited with the Trustee on or prior to the date of redemption and (ii) any Applicable Premium Deficit will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such Applicable Premium Deficit that confirms that such Applicable Premium Deficit will be applied toward such redemption;

(b) the Issuer and/or the Guarantors have paid or caused to be paid all sums payable by it under this Indenture; and

(c) the Issuer has delivered an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to the satisfaction and discharge have been satisfied.

Subject to Section 8.02 hereof, the Issuer and the Guarantors may, at their option and at any time, elect to discharge (i) all of their respective obligations under the Securities, the Guarantees and this Indenture ("*legal defeasance option*") and cause the release of all Liens on the Collateral granted under the Security Documents (with respect to such Securities) or (ii) its obligations under Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.08, 4.09, 4.10, 4.12 and 4.13 hereof for the benefit of the Holders and the operation of Section 5.01 and Sections 6.01(c), 6.01(d), 6.01(e), 6.01(f), 6.01(g) (with respect to Significant Subsidiaries of the Issuer only), 6.01(h) (with respect to Significant Subsidiaries of the Issuer only) and 6.01(i) hereof ("*covenant defeasance option*") for the benefit of the Holders. The Issuer may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. In the event that the Issuer terminate all of its obligations under the Securities and this Indenture by exercising its legal defeasance option or its covenant defeasance option, the obligations of each Guarantor under its Guarantee of the Securities shall be terminated simultaneously with the termination of such obligations so long as no Securities are then outstanding.

If the Issuer exercise its legal defeasance option, payment of the Securities so defeased may not be accelerated because of an Event of Default. If the Issuer exercise its covenant defeasance option, payment of the Securities so defeased may not be accelerated because of an Event of Default specified in Section 6.01(c), 6.01(d), 6.01(e), 6.01(f), 6.01(g) (with respect to Significant Subsidiaries of the Issuer only), 6.01(h) (with respect to Significant Subsidiaries of the Issuer only) or 6.01(i) hereof or because of the failure of the Issuer to comply with subclause (a)(iv) of Section 5.01 hereof.

Upon satisfaction of the conditions set forth herein and upon request of the Issuer, the Trustee shall acknowledge in writing the discharge of those obligations that the Issuer terminates.

Notwithstanding Section 8.01(a) hereof, the Issuer's obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 7.07, 7.08 hereof and in this Article 8 shall survive until the Securities have been paid in full. Thereafter, the Issuer's obligations in Sections 7.07, 8.05 and 8.06 hereof shall survive such satisfaction and discharge.

SECTION 8.02 Conditions to Defeasance.

(a) The Issuer may exercise its legal defeasance option or its covenant defeasance option, in each case, with respect to the Securities only if:

(i) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, in the opinion of a nationally recognized firm of independent public accountants, investment bank or appraisal firm, to pay the principal of, premium, if any, and interest due on the Securities on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on such Securities (*provided* that if such redemption is made as provided under Paragraph 5 of the Security, (x) the amount of cash in U.S. dollars, Government Securities, or a combination thereof, that the Issuer must

irrevocably deposit or cause to be deposited will be determined using an assumed Applicable Premium calculated as of the date of such deposit and (y) the Issuer must irrevocably deposit or cause to be deposited additional money in trust on the redemption date as necessary to pay the Applicable Premium as determined on such date) and the Issuer must specify whether such Securities are being defeased to maturity or to a particular redemption date; *provided*, upon any redemption that requires the payment of the Applicable Premium, the amount deposited will be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any deficit as of the date of redemption (any such amount, the "*Applicable Premium Deficit*") only required to be deposited with the Trustee on or prior to the date of redemption. Any Applicable Premium Deficit will be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such Applicable Premium Deficit that confirms that such Applicable Premium Deficit will be applied toward such redemption;

(ii) in the case of legal defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions, (a) the Issuer have received from, or there has been published by, the United States Internal Revenue Service a ruling, or (b) since the issuance of the Securities, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such legal defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred;

(iii) in the case of covenant defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;

(iv) no Default (other than that resulting from borrowing funds to be applied to make such deposit and the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(v) such legal defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under the Senior Credit Facilities or any other material agreement or instrument (other than this Indenture) to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(vi) the Issuer shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or any Guarantor or others; and

(vii) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the legal defeasance or the covenant defeasance, as the case may be, have been complied with.

Notwithstanding the foregoing, an Opinion of Counsel required by Section 8.02(a)(ii) hereof with respect to legal defeasance need not be delivered if all of the Securities not theretofore delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable at their stated maturity within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer.

(b) Before or after a deposit, the Issuer may make arrangements satisfactory to the Trustee for the redemption of such Securities at a future date in accordance with Article 3.

SECTION 8.03 Application of Trust Money. The Trustee shall hold in trust money or Government Securities (including proceeds thereof) deposited with it pursuant to this Article 8. It shall apply the deposited money and the money from Government Securities through each Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Securities so discharged or defeased.

SECTION 8.04 Repayment to Issuer. Each of the Trustee and each Paying Agent shall promptly turn over to the Issuer upon written request any money or Government Securities held by it as provided in this Article which, in the written opinion of a nationally recognized firm of independent public accountants delivered to the Trustee (which delivery shall only be required if Government Securities have been so deposited), are in excess of the amount thereof which would then be required to be deposited to effect an equivalent discharge or defeasance in accordance with this Article 8.

Subject to any applicable abandoned property law, the Trustee and each Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Holders entitled to the money must look to the Issuer for payment as general creditors, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

SECTION 8.05 Indemnity for Government Securities. The Issuer shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited Government Securities or the principal and interest received on such Government Securities.

SECTION 8.06 Reinstatement. If the Trustee or any Paying Agent is unable to apply any money or Government Securities in accordance with this Article 8 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under

this Indenture and the Securities so discharged or defeased shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or any Paying Agent is permitted to apply all such money or Government Securities in accordance with this Article 8; *provided*, *however*, that, if the Issuer have made any payment of principal of or interest on any such Securities because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money or Government Securities held by the Trustee or any Paying Agent.

ARTICLE 9

AMENDMENTS AND WAIVERS

SECTION 9.01 Without Consent of the Holders. The Issuer, the Guarantors (with respect to a Guarantee or this Indenture to which it is a party) and the Trustee may amend or supplement this Indenture and any Guarantee or the Securities without the consent of any Holder (including, for the avoidance of doubt, any Securities held by Affiliates):

(i) to cure any ambiguity, omission, mistake, defect or inconsistency as certified by the Issuer;

(ii) to provide for uncertificated Securities of such series in addition to or in place of certificated Securities;

(iii) to comply with the covenant relating to mergers, consolidations and sales of assets;

(iv) to provide for the assumption of the Issuer's or any Guarantor's obligations to the Holders in a transaction that complies with this Indenture;

(v) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under this Indenture of any such Holder;

(vi) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer or any Guarantor;

(vii) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act (it being agreed that this Indenture need not qualify under the Trust Indenture Act);

(viii) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee thereunder pursuant to the requirements thereof;

(ix) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;

(x) to add a Guarantor or a co-obligor of the Securities under this Indenture or to release a Guarantor in accordance with the terms of this Indenture and to provide for any local law restrictions required by the jurisdiction of organization of such Guarantor;

(xi) to conform the text of this Indenture, the Guarantees, the Securities, any Security Document or any Intercreditor Agreement to any provision of the Offering Memorandum under the caption "*Description of the Notes*" to the extent that such provision in the "*Description of the Notes*" was intended to be a verbatim recitation of a provision of this Indenture, the Guarantees, the Securities, any Security Document or any Intercreditor Agreement, as certified by the Issuer (as provided for in an Officer's Certificate to the Trustee;

(xii) to make certain changes to this Indenture to provide for the issuance of Additional Securities; or

(xiii) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Securities as permitted by this Indenture, including, without limitation to facilitate the issuance of the Securities and administration of this Indenture; *provided*, *however*, that (i) compliance with this Indenture as so amended would not result in Securities being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Securities; or

(xiv) to add additional assets as Collateral, to release Collateral from the Lien pursuant to this Indenture, the Security Documents and the Intercreditor Agreements when permitted or required by this Indenture, the Security Documents or the Intercreditor Agreements and to modify the Security Documents and/or the Intercreditor Agreements to secure additional extensions of credit and add additional secured creditors holding Obligations that are permitted to constitute Pari Passu Obligations or other permitted obligations, as applicable under the applicable Intercreditor Agreement pursuant to the terms of this Indenture.

After an amendment under this Section 9.01 becomes effective, the Issuer shall send to the Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.01.

SECTION 9.02 With Consent of the Holders. Notwithstanding Section 9.01 hereof, the Issuer, the Guarantors and the Trustee may amend or supplement this Indenture, the Securities or the Guarantees with the written consent of the Holders of at least a majority in principal amount of the Securities then outstanding voting as a single class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Securities), in each case other than Securities beneficially owned by the Issuer or its Affiliates (unless such Affiliates are the only beneficial owners of the Securities) and, subject to Sections 6.04 and 6.07 hereof, any past or existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Securities, except a

payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Securities or the Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Securities (including Additional Securities, if any) voting as a single class (including consents obtained in connection with the purchase of, or tender offer or exchange offer for, the Securities). Section 2.09 and Section 12.05 hereof shall determine which Securities are considered to be "outstanding" for the purposes of this Section 9.02. However, without the consent of each Holder of an outstanding Security (including, for the avoidance of doubt, any Securities held by Affiliates) affected, an amendment or waiver may not, with respect to any Securities held by a non-consenting Holder:

(i) reduce the principal amount of such Securities whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the principal of or change the fixed final maturity of any such Security or alter or waive the provisions with respect to the redemption of such Securities (other than provisions relating to Sections 4.06 and 4.09 hereof); *provided* that any amendment to notice requirements may be made with the consent of the Holders of a majority in aggregate principal amount of the Securities then outstanding;

(iii) reduce the rate of or change the time for payment of interest on any Security;

(iv) waive a Default in the payment of principal of or premium, if any, or interest on the Securities, except a rescission of acceleration of the Securities by the Holders of at least a majority in aggregate principal amount of the Securities and a waiver of the payment default that resulted from such acceleration, or in respect of a covenant or provision contained in this Indenture or any Guarantee which cannot be amended or modified without the consent of all affected Holders;

(v) make any Security payable in money other than that stated in such Security;

(vi) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Securities;

(vii) make any change to this Section 9.02;

(viii) impair the contractual right of any Holder under this Indenture to institute suit for the enforcement of any payment on or with respect to such Holder's Securities;

(ix) make any change to or modify the ranking of the Securities that would materially adversely affect the Holders;

(x) except as expressly permitted by this Indenture, modify the Guarantee of any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Issuer), would constitute a Significant Subsidiary, in any manner adverse to the Holders; or

(xi) make any change in the provisions in the Intercreditor Agreements or this Indenture dealing with the application of proceeds of Collateral that would adversely affect the Holders of the Securities.

Additionally, without the consent of Holders of at least 66 2/3% in principal amount of the Securities then outstanding, no such amendment, waiver or modification will release all or substantially all of the Collateral from the Liens securing the Securities and Guarantees.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof.

After an amendment under this Section 9.02 becomes effective, the Issuer shall promptly send to the Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.02.

Additionally, if the Issuer enters into a new ABL Credit Agreement, the Collateral Agent shall, upon request of the Issuer, enter into a new ABL Intercreditor Agreement without the consent of any Holder. If the Issuer enters into any Junior Lien Obligations, the Collateral Agent, shall, upon request of the Issuer, enter into a customary intercreditor agreement without the consent of any Holder.

SECTION 9.03 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or a waiver by a Holder of a Security shall bind the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent or waiver is not made on the Security. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Security or portion of the Security if the Trustee receives written notice of revocation delivered in accordance with Section 12.01 hereof before the date on which the Trustee receives an Officer's Certificate from the Issuer certifying that the requisite principal amount of Securities have consented. After an amendment or waiver becomes effective, it shall bind every Holder. An amendment or waiver becomes effective upon the (i) receipt by the Issuer or the Trustee of consents by the Holders of the requisite principal amount of securities, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment or waiver and (iii) execution of such amendment or waiver (or supplemental indenture) by the Issuer and the Trustee.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding Section 9.03(a) hereof, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.04 Notation on or Exchange of Securities. If an amendment, supplement or waiver changes the terms of a Security, the Issuer may require the Holder to deliver it to the Trustee. The Trustee, at the direction of the Issuer, may place a notation on the Security regarding the changed terms and return it to the Holder. Alternatively, if the Issuer so determines, the Issuer in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms. Failure to make a notation or to issue a new Security shall not affect the validity of such amendment, supplement or waiver.

SECTION 9.05 Trustee to Sign Amendments. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article 9 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver the Trustee (and the Collateral Agent, if a party to such amendment, supplement or waiver) shall receive indemnity reasonably satisfactory to it and shall be provided with, and (subject to Section 7.01 hereof) shall be fully protected in conclusively relying upon, an Officer's Certificate of the Issuer and an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer and the Guarantors, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof. Notwithstanding the foregoing, an Opinion of Counsel shall not be required in connection with the addition of a Guarantor under this Indenture upon execution and delivery by such Guarantor and the Trustee of a supplemental indenture (solely for the purpose of adding such Guarantor) to this Indenture, the form of which is attached as Exhibit C hereto.

SECTION 9.06 [Reserved].

SECTION 9.07 Additional Voting Terms; Calculation of Principal Amount. Except as otherwise set forth herein, all Securities issued under this Indenture shall vote and consent separately on all matters as to which any of such Securities may vote. Determinations as to whether Holders of the requisite aggregate principal amount of Securities have concurred in any direction, waiver or consent shall be made in accordance with this Article 9 and Section 2.14 hereof.

ARTICLE 10

GUARANTEES

SECTION 10.01 Guarantees.

(a) Each Guarantor hereby jointly and severally, irrevocably and unconditionally guarantees on a senior secured basis (except for Holdings, whose Guarantee shall be on a senior unsecured basis), as a primary obligor and not merely as a surety, to each Holder and the Trustee and their successors and assigns (i) the full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Issuer under this Indenture (including obligations to the Trustee) and the Securities, whether for payment of principal of, premium, if any, or interest on, if any, the Securities and all other monetary obligations of the Issuer under this Indenture and the Securities and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Issuer whether for fees, expenses, indemnification or otherwise under this Indenture and the Securities, on the terms set forth in this Indenture by executing this Indenture (all the foregoing being hereinafter collectively called the "*Guaranteed Obligations*").

Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Guarantor, and that each such Guarantor shall remain bound under this Article 10 notwithstanding any extension or renewal of any Guaranteed Obligation.

(b) Each Guarantor waives presentation to, demand of payment from and protest to the Issuer of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Securities or the Guaranteed Obligations.

(c) Each Guarantor further agrees that its Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(d) Except as expressly set forth in Sections 8.01(b), 10.02 and 10.06 hereof, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise.

(e) Subject to Section 10.02 hereof, each Guarantor agrees that its Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Issuer or otherwise.

(f) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Issuer to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Trustee an amount equal to the sum of (i) the unpaid principal amount of such Guaranteed Obligations, (ii) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by applicable law) and (iii) all other monetary obligations of the Issuer to the Trustee.

(g) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Trustee in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Guarantor further agrees that, as between it, on the one hand, and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of any Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article 6, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Guarantor for the purposes of this Section 10.01.

(h) Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

Each Guarantor shall promptly execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 10.02 Limitation on Liability. Each Subsidiary Guarantor, and by its acceptance of Securities, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Subsidiary Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Subsidiary Guarantors hereby irrevocably agree that, any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by any Subsidiary Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. Each Subsidiary Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed Obligations under this Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor's *pro rata* portion of such payment based on the respective maximum liability of all the Subsidiary Guarantors at the time of such payment.

SECTION 10.03 Releases.

(a) A Guarantee as to any Subsidiary Guarantor shall be automatically and unconditionally released and discharged upon:

(i) any sale, exchange, disposition or transfer (including through consolidation, merger or otherwise) of (a) the Capital Stock of such Subsidiary Guarantor, after which such Subsidiary Guarantor is no longer a Restricted Subsidiary, or (b) all or substantially all the assets of such Subsidiary Guarantor (including to the Issuer or another Subsidiary Guarantor), which sale, exchange, disposition or transfer in each case is not prohibited by Sections 4.04, 4.06 or 5.01 hereof;

(ii) other than as a result of the repayment in full of the Term Loan Credit Agreement, (a) the release, discharge or termination of the guarantee by such Subsidiary Guarantor of the Term Loan Credit Agreement or (b) the release or discharge of such other guarantee that resulted in the creation of such guarantee, in each case except a release, discharge or termination by or as a result of payment under such guarantee;

(iii) the permitted designation of any Restricted Subsidiary that is a Subsidiary Guarantor as an Unrestricted Subsidiary;

(iv) the consolidation or merger of any Subsidiary Guarantor with and into the Issuer or another Subsidiary Guarantor that is the surviving Person in such consolidation or merger, or upon the liquidation of such Subsidiary Guarantor following the transfer of all of its assets to the Issuer or another Subsidiary Guarantor; or

(v) the Issuer exercising its legal defeasance option or covenant defeasance option as described under Article 8 or the Issuer's obligations under this Indenture being discharged in accordance with the terms of this Indenture.

(b) Notwithstanding the foregoing, any Guarantee by Holdings or any direct or indirect parent company may be automatically and unconditionally released and discharged for any reason, and the Trustee shall receive written notice of such release (the failure of which will not affect the effectiveness of such release).

SECTION 10.04 Successors and Assigns. This Article 10 shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Securities shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 10.05 No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article 10 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 10 at law, in equity, by statute or otherwise.

SECTION 10.06 Modification. No modification, amendment or waiver of any provision of this Article 10, nor the consent to any departure by any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle such Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 10.07 Execution of Supplemental Indenture for Future Guarantors. Each Restricted Subsidiary which is required to become a Guarantor pursuant to Section 4.12 hereof shall promptly execute and deliver to the Trustee a supplemental indenture in the form of Exhibit C pursuant to which such Subsidiary or other Person shall become a Guarantor under this Article 10 and shall guarantee the Guaranteed Obligations. In the case where a supplemental indenture is entered into under this Section 10.07 solely for purposes of adding a Guarantor, no Opinion of Counsel or Officer's Certificate shall be required.

SECTION 10.08 Non-Impairment. The failure to endorse a Guarantee on any Security shall not affect or impair the validity thereof.

SECTION 10.09 Benefits Acknowledged. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

ARTICLE 11

COLLATERAL

SECTION 11.01 Security Documents. The payment of the principal of and interest and premium, if any, on the Securities when due, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise and whether by the Issuer pursuant to the Securities or by any Guarantor pursuant to its Guarantee, the payment of all other Obligations under the Securities, this Indenture and the Security Documents and the performance of all other Obligations of the Issuer and the Guarantors under this Indenture, the Securities, the Guarantees and the Security Documents are secured as provided in the Security Documents and will be secured by the Security Documents hereafter delivered as required or permitted by this Indenture. The Issuer shall, and shall cause each Guarantor to, and each Guarantor shall, make all filings (including filings of continuation statements and amendments to UCC financing statements that may be necessary to continue the effectiveness of such UCC financing statements) and take all other actions as are required by the Security Documents to maintain (at the sole cost and expense of the Issuer and the Guarantors) the security interest created by the Security Documents in the Collateral as a first lien perfected security interest, subject only to Liens permitted by this Indenture and the relevant Intercreditor Agreements, to the extent required by the Security Documents.

SECTION 11.02 Further Assurances. The Issuer will, and will cause each Guarantor to, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgments and take all such further actions (including the filing and recordation of financing statements, fixture filings, mortgages and/or amendments thereto and other documents), that may be required under any applicable law to ensure the creation, perfection and priority of the Liens created or intended to be created under the Security Documents, all at the expense of the Issuer or the relevant Guarantor.

The Issuer will, and will cause each Guarantor to, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Security Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, certificates, assurances and other instruments as the Collateral Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Security Documents.

SECTION 11.03 Collateral Agent.

(a) In addition to the rights, protections and indemnities set forth herein, the Collateral Agent shall have all the rights and protections provided in the Security Documents.

(b) Each of the Holders by acceptance of the Securities hereby designates and appoints the Collateral Agent as its agent under this Indenture, the Security Documents and the Intercreditor Agreements and hereby irrevocably authorizes the Collateral Agent to take such action on its behalf under the provisions of this Indenture, the Security Documents and the Intercreditor Agreements and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Indenture, the Security Documents and the Intercreditor Agreements, and consents and agrees to the terms of the Intercreditor Agreements and each Security Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms.

(c) Each of the Holders by acceptance of the Securities hereby directs the Trustee to so designate and appoint the Collateral Agent as its agent under this Indenture and the Security Documents and the Trustee hereby so designates and appoints the Collateral Agent. The Collateral Agent agrees to act as such on the express conditions contained in this Section 11.03. The provisions of this Section 11.03 are solely for the benefit of the Collateral Agent and none of the Trustee, any of the Holders, the Issuer, nor any of the Guarantors shall have any rights as a third party beneficiary of any of the provisions contained herein other than as expressly provided hereunder. Each Holder agrees that any action taken by the Collateral Agent in accordance with the provision of this Indenture, the Intercreditor Agreements and the Security Documents, and the exercise by the Collateral Agent of any rights or remedies set forth herein and therein shall be authorized and binding upon all Holders. Notwithstanding any provision to the contrary contained elsewhere in this Indenture, the Security Documents and the Intercreditor Agreements, the duties of the Collateral Agent shall be ministerial and administrative in nature and the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein and in the Security Documents and the Intercreditor Agreements to which the Collateral Agent is a party, nor shall the Collateral Agent have or be deemed to have any trust or other fiduciary relationship with the Trustee, any Holder, the Issuer or any Guarantor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture, the Security Documents and the Intercreditor Agreements or otherwise exist against the Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Indenture with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law.

(d) The Collateral Agent may perform any of its duties under this Indenture, the Security Documents or the Intercreditor Agreements by or through receivers, agents, employees, attorneys-in-fact or through its related Persons and shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall be entitled to act upon, and shall be fully protected in taking action in reliance upon any advice or opinion given by legal counsel. The Collateral Agent shall not be responsible for the gross negligence or willful misconduct of any receiver, agent, employee, attorney-in-fact or related Person that it selects as long as such selection was made in good faith.

(e) None of the Collateral Agent or any of its respective related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Indenture, the Securities or the transactions contemplated hereby (except for its own gross negligence or willful misconduct) or under or in connection with the Security Documents or Intercreditor Agreements or the transactions contemplated thereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to any of the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Issuer or any Guarantor or Affiliate of the Issuer or any Guarantor, or any officer or related Person thereof, contained in this Indenture, or any Security Documents or Intercreditor Agreements, or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Indenture, the Securities, the Security Documents or the Intercreditor Agreements, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Indenture, the Security Documents or the Intercreditor Agreements, or for any failure of the Issuer or any Guarantor or any other party to this Indenture, the Security Documents or the Intercreditor Agreements to perform its obligations hereunder or thereunder. None of the Collateral Agent or any of its respective related Persons shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Indenture, the Securities, the Security Documents or the Intercreditor Agreements or to inspect the properties, books, or records of the Issuer, any Guarantor or any of the Issuer's or Guarantors' or Affiliates.

(f) The Collateral Agent shall be entitled to rely, and shall be fully protected in conclusively relying, upon any writing, resolution, notice, consent, certificate, opinion, affidavit, letter, telegram, facsimile, certification, telephone message, statement, or other communication, document or conversation (including those by telephone or e-mail) believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including, without limitation, counsel to the Issuer or any Guarantor), independent accountants and other experts and advisors selected by the Collateral Agent. The Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document. The Collateral Agent shall be fully justified in failing or refusing to take any action under this Indenture, the Securities, the Security Documents or the Intercreditor Agreements, unless it shall first be directed by the Trustee acting upon the direction of the Holders of a majority in aggregate

principal amount of the Securities in accordance with the terms hereof and under the Securities and, if it so requests, it shall first be indemnified to its reasonable satisfaction by the Holders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this or any other indenture, the Securities, the Security Documents or the Intercreditor Agreements in accordance with a request, direction, instruction or consent of the Trustee or the Holders of a majority in aggregate principal amount of the then outstanding Securities and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Holders.

(g) The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless a responsible officer of the Collateral Agent shall have received written notice from the Trustee or the Issuer referring to this Indenture, describing such Default or Event of Default and stating that such notice is a "notice of default." The Collateral Agent shall take such action with respect to such Default or Event of Default as may be requested by the Trustee in accordance with Article 6 or the Holders of a majority in aggregate principal amount of the Securities in accordance with the terms hereof.

(h) Wells Fargo Bank, National Association and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with the Issuer, any Guarantor and their respective Affiliates as though it was not the Collateral Agent hereunder and without notice to or consent of the Trustee. The Trustee and the Holders acknowledge that, pursuant to such activities, Wells Fargo Bank, National Association or its respective Affiliates may receive information regarding the Issuer, any Guarantor or their Affiliates (including information that may be subject to confidentiality obligations in favor of the Issuer or any such Guarantor or such Affiliate) and acknowledge that the Collateral Agent shall not be under any obligation to provide such information to the Trustee or the Holders. Nothing herein shall impose or imply any obligation on the part of Wells Fargo Bank, National Association to advance funds.

(i) The Collateral Agent may resign at any time by notice to the Trustee and the Issuer, such resignation to be effective upon the acceptance of a successor agent to its appointment as Collateral Agent. If the Collateral Agent resigns under this Indenture, the Issuer (or the Trustee, with the consent of the Issuer) shall appoint a successor collateral agent. If no successor collateral agent is appointed prior to the intended effective date of the resignation of the Collateral Agent (as stated in the notice of resignation), the Collateral Agent may appoint, subject to the consent of the Issuer (which shall not be unreasonably withheld and which shall not be required during a continuing Event of Default), a successor collateral agent. If no successor collateral agent is appointed and consented to by the Issuer pursuant to the preceding sentence, the Collateral Agent shall be entitled to petition a court of competent jurisdiction to appoint a successor at the expense of the Issuer. Upon the acceptance of its appointment as successor collateral agent hereunder, such successor collateral agent shall succeed to all the rights, powers and duties of the retiring Collateral Agent, and the term "Collateral Agent" shall mean such successor collateral agent, and the retiring Collateral Agent's appointment, powers and duties as the Collateral Agent shall be terminated. After the retiring Collateral Agent's resignation hereunder, the provisions of this Section 11.03 and Section 7.07 hereof shall continue to inure to its benefit and the retiring Collateral Agent shall not by reason of such resignation be deemed to be released from liability as to any actions taken or omitted to be taken by it while it was the Collateral Agent under this Indenture.

(j) Wells Fargo Bank, National Association shall initially act as Collateral Agent and shall be authorized to appoint co-Collateral Agents as necessary in its sole discretion. Except as otherwise explicitly provided herein or in the Security Documents or the Intercreditor Agreements, neither the Collateral Agent nor any of its respective officers, directors, employees or agents or other related Persons shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Collateral Agent nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own gross negligence, willful misconduct or bad faith.

(k) The Collateral Agent is authorized and directed to (i) enter into the Security Documents and the Intercreditor Agreements to which it is a party, whether executed on or after the Issue Date, (ii) bind the Holders on the terms as set forth in the Security Documents and the Intercreditor Agreements and (iii) perform and observe its obligations under the Security Documents and the Intercreditor Agreements. The Holders of the Securities designate and appoint the Collateral Agent as their authorized representative under the Intercreditor Agreements.

(l) If at any time or times the Trustee shall receive (i) by payment, foreclosure, set-off or otherwise, any proceeds of Collateral or any payments with respect to the Obligations arising under, or relating to, this Indenture, except for any such proceeds or payments received by the Trustee from the Collateral Agent pursuant to the terms of this Indenture, or (ii) payments from the Collateral Agent in excess of the amount required to be paid to the Trustee pursuant to Article 6, the Trustee shall promptly turn the same over to the Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Collateral Agent such proceeds to be applied by the Collateral Agent pursuant to the terms of this Indenture, the Security Documents and the Intercreditor Agreements.

(m) Subject to the relevant Intercreditor Agreement, The Collateral Agent is each Holder’s agent for the purpose of perfecting the Holders’ security interest in assets which, in accordance with Article 9 of the UCC can be perfected only by possession. Should the Trustee obtain possession of any such Collateral, upon request from the Issuer, the Trustee shall notify the Collateral Agent thereof and promptly shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent’s instructions and the Collateral Agent shall not have any liability or responsibility for the perfection of the security interest of such Collateral until actually received by a responsible officer of the Collateral Agent.

(n) Neither the Collateral Agent nor the Trustee shall have any obligation whatsoever to any of the Holders or to any other Person to assure that the Collateral exists or is owned by the Issuer or any Guarantor or is cared for, protected, or insured or has been encumbered, or that the Collateral Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all of the Issuer's or the Guarantor's property constituting collateral intended to be subject to the Lien and security interest of the Security Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Collateral Agent pursuant to this Indenture, any Security Document or the Intercreditor Agreements. Neither the Trustee nor the Collateral Agent shall have any duty or obligation to monitor the condition, financial or otherwise, of the Issuer or any Guarantor, or any of their assets.

(o) None of the Trustee, the Collateral Agent or any Agent nor any of their respective officers, directors, employees, attorneys or agents will be responsible or liable for the existence, genuineness, value or protection of any Collateral, for the legality, enforceability, effectiveness or sufficiency of the Security Documents or the Intercreditor Agreements, for the creation, perfection, priority, sufficiency or protection of any Lien with respect to Liens with respect to Pari Passu Obligations or ABL Obligations, or any defect or deficiency as to any such matters.

(p) Except as directed by the Trustee or the requisite Holders as required or permitted by this Indenture, or as otherwise directed pursuant to the Security Documents or Intercreditor Agreements, the Holders acknowledge and agree that the Collateral Agent will not be obligated:

(i) to act upon directions purported to be delivered to it by any other Person; or

(ii) to take any other action whatsoever with regard to any or all of the Liens the Security Documents or the Collateral.

(q) If the Issuer (i) incurs ABL Obligations at any time when the ABL Intercreditor Agreement is not in effect or at any time when Indebtedness constituting ABL Obligations entitled to the benefit of the ABL Intercreditor Agreement is concurrently retired, and (ii) delivers to the Collateral Agent an Officer's Certificate so stating and requesting the Collateral Agent to enter into an intercreditor agreement (in substantially the form of the ABL Intercreditor Agreement in effect of the Issue Date) in favor of a designated agent or representative for the holders of the ABL Obligations so incurred, the Holders acknowledge and agree that the Collateral Agent is hereby authorized and directed to enter into such intercreditor agreement, bind the Holders on the terms set forth therein and perform and observe its obligations thereunder.

(r) If the Issuer (i) incurs Pari Passu Obligations at any time when the Pari Passu Intercreditor Agreement is not in effect or at any time when Indebtedness constituting Pari Passu Obligations entitled to the benefit of the Pari Passu Intercreditor Agreement is concurrently retired, and (ii) delivers to the Collateral Agent an Officer's Certificate so stating and requesting the Collateral Agent to enter into an intercreditor agreement (in substantially the form of the Pari Passu Intercreditor Agreement in effect on the Issue Date) in favor of a designated agent or representative for the holders of the Pari Passu Obligations so incurred, the Holders acknowledge and agree that the Collateral Agent is hereby authorized and directed to enter into such intercreditor agreement, bind the Holders on the terms set forth therein and perform and observe its obligations thereunder.

(s) No provision of this Indenture, the Securities, the Intercreditor Agreements or any Security Document shall require the Collateral Agent or the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder. Notwithstanding anything to the contrary contained in this Indenture, the Securities, the Intercreditor Agreements or the Security Documents, in the event the Collateral Agent is entitled or required to commence an action to foreclose or otherwise exercise its remedies to acquire control or possession of the Collateral, the Collateral Agent shall not be required to commence any such action or exercise any remedy or to inspect or conduct any studies of any property under the mortgages or take any such other action if the Collateral Agent has determined that the Collateral Agent may incur personal liability, including but not limited to in connection with or as a result of the presence at, or release on or from, the Collateral or such property, of any hazardous substances unless the Collateral Agent has received security or indemnity from the Holders in an amount and in a form all reasonably satisfactory to the Collateral Agent in its sole discretion, protecting the Collateral Agent (and the Trustee, as applicable) from all such liability. The Collateral Agent shall at any time be entitled to cease taking any action described above if it no longer reasonably deems any indemnity, security or undertaking from the Issuer or the Holders to be sufficient.

(t) The Collateral Agent, (i) acting in good faith shall not be liable for any action taken or omitted to be taken by it in connection with this Indenture, the Securities, the Intercreditor Agreements and the Security Documents or instrument referred to herein or therein, except to the extent that any of the foregoing are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from its own bad faith, gross negligence or willful misconduct, (ii) shall not be liable for interest on any money received by it except as the Collateral Agent may agree in writing with the Issuer (and money held in trust by the Collateral Agent need not be segregated from other funds except to the extent required by law) and (iii) may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such counsel. The grant of permissive rights or powers to the Collateral Agent shall not be construed to impose duties to act.

(u) Neither the Collateral Agent nor the Trustee shall be liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. No party hereto shall be liable for any indirect, special, punitive, incidental or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

(v) The Collateral Agent does not assume any responsibility for any failure or delay in performance or any breach by the Issuer or any Guarantor under this Indenture, the Intercreditor Agreements and the Security Documents. The Collateral Agent shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in any certificate, report, statement, or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Indenture, the Intercreditor Agreements or any Security Document; the execution, validity, genuineness, effectiveness or enforceability of this Indenture, the Intercreditor Agreements and any Security Documents of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its obligations under this Indenture, the Intercreditor Agreements and the Security Documents. The Collateral Agent shall have no obligation to any Holder or any other Person to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any obligor of any terms of this Indenture, the Securities, the Intercreditor Agreements or the Security Documents. The Collateral Agent shall not be required to initiate or conduct any litigation or collection or other proceeding under this Indenture, the Securities, the Intercreditor Agreements and the Security Documents unless expressly set forth hereunder or thereunder. The Collateral Agent shall have the right at any time to seek instructions from the Holders or a court of competent jurisdiction with respect to the administration of the Security Documents, the Intercreditor Agreements and this Indenture.

(w) The parties hereto and the Holders hereby agree and acknowledge that the Collateral Agent shall not assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this Indenture, the Securities, the Intercreditor Agreements, the Security Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders hereby agree and acknowledge that in the exercise of its rights under this Indenture, the Intercreditor Agreements and the Security Documents, the Collateral Agent may hold or obtain indicia of ownership primarily to protect the security interest of the Collateral Agent in the Collateral and that any such actions taken by the Collateral Agent shall not be construed as or otherwise constitute any participation in the management of such Collateral as those terms are defined in Section 101(20)(E) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended.

(x) Upon the receipt by the Collateral Agent of a written request of the Issuer signed by an Officer (a "*Security Document Order*"), the Collateral Agent is hereby authorized to execute and enter into, and shall execute and enter into, without the further consent of any Holder or the Trustee, any Security Document and/or Intercreditor Agreement to be executed after the Issue Date. Such Security Document Order shall (i) state that it is being delivered to the Collateral Agent pursuant to, and is a Security Document Order referred to in, this Section 11.03(x), and (ii) instruct the Collateral Agent to execute and enter into such Security Document and/or Intercreditor Agreement. Any such execution of a Security Document and/or Intercreditor Agreement shall be at the direction and expense of the Issuer, and other than in

connection with intellectual property filings and joinders to existing Security Documents in connection with additional Guarantors becoming party hereto and additional Collateral being pledged pursuant to existing Security Documents pursuant to a supplemental indenture and/or joinders to existing Security Documents, upon delivery to the Collateral Agent of an Officer's Certificate and, if requested by the Collateral Agent, an Opinion of Counsel stating that all conditions precedent to the execution and delivery of the Security Document and/or Intercreditor Agreement have been satisfied and that each such Security Document and/or Intercreditor Agreement is the legal, valid and binding obligation of the respective parties thereto, enforceable in accordance with its terms. The Holders, by their acceptance of the Securities, hereby authorize and direct the Collateral Agent to execute such Security Documents and Intercreditor Agreements.

(y) Subject to the provisions of the applicable Security Documents and the Intercreditor Agreements, each Holder, by acceptance of the Securities, agrees that the Collateral Agent shall execute and deliver the Intercreditor Agreements and the Security Documents to which it is a party and all agreements, documents and instruments incidental thereto, and act in accordance with the terms thereof. For the avoidance of doubt, the Collateral Agent shall have no discretion under this Indenture, the Intercreditor Agreements or the Security Documents (other than as specifically set forth herein or therein) and shall not be required to make or give any determination, consent, approval, request or direction without the written direction of the Holders of a majority in aggregate principal amount of the then outstanding Securities and/or the Trustee, as applicable.

(z) After the occurrence of an Event of Default, the Trustee may, but shall not be obligated to, direct the Collateral Agent in connection with any action required or permitted by this Indenture, the Security Documents or the Intercreditor Agreements.

(aa) The Collateral Agent is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Security Documents or the Intercreditor Agreements and to the extent not prohibited under the Intercreditor Agreements, for turnover to the Trustee to make further distributions of such funds to itself, the Trustee and the Holders in accordance with the provisions of Section 6.10 hereof and the other provisions of this Indenture.

(bb) In each case that Collateral Agent may or is required hereunder or under any Security Document or Intercreditor Agreement to take any action (an "*Action*"), subject to the terms hereof, including without limitation to make any determination, to give consents, to exercise rights, powers or remedies, to release or sell Collateral or otherwise to act hereunder or under any Security Document or Intercreditor Agreement, the Collateral Agent may seek direction from the Holders of a majority in aggregate principal amount of the then outstanding Securities. The Collateral Agent shall not be liable with respect to any Action taken or omitted to be taken by it in accordance with the direction from the Holders of a majority in aggregate principal amount of the then outstanding Securities. If the Collateral Agent shall request direction from the Holders of a majority in aggregate principal amount of the then outstanding Securities with respect to any Action, the Collateral Agent shall be entitled to refrain from such Action unless and until the Collateral Agent shall have received direction from the Holders of a majority in aggregate principal amount of the then outstanding Securities, and the Collateral Agent shall not incur liability to any Person by reason of so refraining.

(cc) Notwithstanding anything to the contrary in this Indenture, any Intercreditor Agreement or any Security Document, in no event shall the Collateral Agent or the Trustee be responsible for, or have any duty or obligation with respect to, the recording, filing, registering, perfection, protection or maintenance of the security interests or Liens intended to be created by this Indenture, the Intercreditor Agreements or Security Documents (including without limitation the filing or continuation of any UCC financing or continuation statements or similar documents or instruments), nor shall the Collateral Agent or the Trustee be responsible for, and the Collateral Agent and the Trustee make no representation regarding, the validity, effectiveness or priority of any of the Security Documents, any Intercreditor Agreement or the security interests or Liens intended to be created thereby.

(dd) Before the Collateral Agent acts or refrains from acting in each case at the request or direction of the Issuer or the Guarantors, it may require an Officer's Certificate and an Opinion of Counsel, which shall conform to the provisions of Section 12.04 hereof. The Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion.

SECTION 11.04 Authorization of Actions to Be Taken

(a) Each Holder of Securities, by its acceptance thereof, consents and agrees to the terms of each Security Document and each Intercreditor Agreement, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of this Indenture, authorizes and directs the Collateral Agent to enter into the Security Documents and Intercreditor Agreements to which it is a party, appoints the Collateral Agent as its collateral agent and authorizes and empowers the Collateral Agent to bind the Holders of Securities as set forth in the Security Documents and the Intercreditor Agreements to which it is a party, including, without limitation, the Pari Passu Intercreditor Agreement and the ABL Intercreditor Agreement, and to perform its obligations and exercise its rights and powers thereunder.

(b) The Trustee is authorized and empowered to receive for the benefit of the Holders of Securities any funds collected or distributed to the Trustee under the Security Documents and the Intercreditor Agreements and, subject to the terms of the Security Documents or the Intercreditor Agreements, to make further distributions of such funds to the Holders of Notes according to the provisions of this Indenture and the Securities.

(c) Subject to the provisions of the Security Documents, the Trustee may(but shall not be obligated to) without the consent of the Holders, direct, on behalf of the Holders, the Collateral Agent to take all actions to:

(i) enforce any of the terms of the Security Documents or the Intercreditor Agreements to which the Collateral Agent or Trustee is a party; or

(ii) collect and receive payment of any and all Obligations with respect to the Securities.

Subject to the Intercreditor Agreements and at the Issuer's sole cost and expense, the Trustee is authorized and empowered (but shall not be obligated) to institute and maintain, or direct the Collateral Agent to institute and maintain, such suits and proceedings as may be expedient to protect or enforce the Liens with respect to Pari Passu Obligations (in accordance with the Pari Passu Intercreditor Agreement) or the Security Documents or the Intercreditor Agreements to which the Collateral Agent or Trustee is a party or to prevent any impairment of Collateral by any acts that may be unlawful or in violation of the Security Documents, the Intercreditor Agreements or this Indenture, and such suits and proceedings as may be expedient, at the Issuer's sole cost and expense, to preserve or protect its interests and the interests of the Holders of Securities in the Collateral. Nothing in this Section 11.04 shall be considered to impose any such duty or obligation to act on the part of the Trustee or the Collateral Agent.

SECTION 11.05 Release of Collateral

(a) In addition to releases pursuant to the provisions of the Security Documents and the Intercreditor Agreements, the Issuer and the Guarantors shall be entitled to the releases of the liens on and security interests in any property and other assets , in whole or in part, included in the Collateral from the Liens securing the Securities and the Guarantees under any one or more of the following circumstances:

(i) the sale, transfer or other disposition of such property or assets to the extent not prohibited under Section 4.06 hereof;

(ii) in the case of a Guarantor that is released from its Guarantee with respect to the Securities, the release of the property and assets of such Guarantor;

(iii) such property or asset is or becomes an Excluded Asset (as defined in the Security Documents); or

(iv) as described in Article 9 hereof.

(b) The liens on and security interests in all Collateral securing the Securities or the Guarantees also shall be released automatically upon (i) payment in full of the principal of, together with accrued and unpaid interest on, and premium, if any, on, the Securities and all other Obligations under this Indenture, the Guarantees and the Security Documents that are non-contingent and are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid (including pursuant to Article 8 hereof) or (ii) a legal defeasance or covenant defeasance under Article 8 hereof.

(c) Upon the release of a Guarantor from its Guarantee or the Issuer from its obligations as referenced in this Section 11.05, such Guarantor or the Issuer, and the property and assets of such Guarantor or the Issuer, shall be automatically and unconditionally released from its obligations under the Security Documents.

At the cost and written request of the Issuer, the Collateral Agent shall execute and deliver instruments to evidence any release under this Section 11.05, upon receipt of an Officer's Certificate and Opinion of Counsel, each stating that all conditions precedent in this Indenture, the Securities, the Security Documents and the Intercreditor Agreements have been complied with. Neither the Trustee nor the Collateral Agent shall be liable for any release undertaken in reliance upon any such Officer's Certificate or Opinion of Counsel, and notwithstanding any

term hereof or in any Security Document or Intercreditor Agreement to the contrary, the Trustee and the Collateral Agent shall not be under any obligation to execute and deliver any instruments of release, satisfaction or termination, unless and until it receives such Officer's Certificate and Opinion of Counsel.

SECTION 11.06 Powers Exercisable by Receiver or Trustee. In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 11 upon the Issuer or a Guarantor with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuer or a Guarantor or of any officer or officers thereof required by the provisions of this Article 11.

SECTION 11.07 Release upon Termination of Issuer's Obligations. In the event (i) that the Issuer delivers to the Trustee and the Collateral Agent, an Officer's Certificate and Opinion of Counsel each stating that all the Obligations under the Securities and the Guarantees have been satisfied and discharged by the payment in full of the Issuer's obligations under the Securities, this Indenture and the Security Documents, or (ii) a discharge of this Indenture occurs under Article 8 or a legal defeasance or covenant defeasance of this Indenture occurs under Article 8, the Trustee shall, upon the request of the Issuer, deliver to the Issuer and the Collateral Agent a notice provided to it stating that the Trustee, on behalf of the Holders, disclaims any and all rights it has in or to the Collateral, and any rights it has under the Security Documents, and upon receipt by the Collateral Agent of such notice, the Collateral Agent shall be deemed not to hold a Lien in the Collateral on behalf of the Trustee, and the Trustee shall (and direct the Collateral Agent to) do or cause to be done, at the Issuer's sole cost and expense, all acts reasonably requested by the Issuer to release such Lien as soon as is reasonably practicable.

SECTION 11.08 Post-Closing Matters.

(a) On or prior to the date that is 120 days after the Issue Date or such later date as the Administrative Agent under the Term Loan Credit Agreement reasonably agrees to in writing, the Issuer and the Guarantors, as applicable, shall deliver to the Collateral Agent, with respect to any Material Real Estate Assets, a Mortgage and any necessary UCC fixture filing in respect thereof, in each case together with, to the extent customary and appropriate:

(i) evidence that (A) counterparts of such Mortgage have been duly executed, acknowledged and delivered and such Mortgage and any corresponding UCC or equivalent fixture filing are in form suitable for filing or recording in all appropriate filing or recording offices in order to create a valid and subsisting Lien on such Material Real Estate Asset in favor of the Collateral Agent for the benefit of the holders of the Notes, (B) such Mortgage and any corresponding UCC or equivalent fixture filings have been duly recorded or filed, as applicable, and (C) all filing and recording taxes and fees have been paid or otherwise provided for;

(ii) one or more fully paid policies of title insurance (the "*Mortgage Policies*") in an amount and in the applicable jurisdiction reasonably acceptable to the Administrative Agent (the amount of which shall not to exceed the fair market value of the Material Real Estate Asset covered thereby (as reasonably determined

by the Issuer)) issued by a nationally recognized title insurance company in the applicable jurisdiction, insuring the relevant Mortgage as having created a valid subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, subject only to Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request to the extent the same are available in the applicable jurisdiction;

(iii) customary legal opinions of local counsel for the Issuer or Guarantors, as applicable in the jurisdiction in which such Material Real Estate Asset is located, and if applicable, in the jurisdiction of formation of the Issuer or Guarantors, as applicable , in each case as provided to holders of other Pari Passu Obligations;

(iv) surveys and appraisals (if required under the Financial Institutions Reform Recovery and Enforcement Act of 1989, as amended) and "Life-of-Loan" flood certifications and any required borrower notices under Regulation H (together with evidence of federal flood insurance for any such Flood Hazard Property located in a flood hazard area, as provided to holders of any other Pari Passu obligations; and

(v) such other evidence provided to holders of any other Pari Passu Obligations that all other actions in order to create a valid and subsisting Lien on such Material Real Estate Assets have been taken.

(b) On or prior to the date that is 30 days after the Issue Date or such later date as the Administrative Agent under the Term Loan Credit Agreement reasonably agrees to in writing, with respect to each Patent, Patent application, registered Trademark, or Trademark application issued by, registered with, or applied for in the United States Patent and Trademark Office ("*USPTO*") and included in the Collateral (the "*Registered Patent and Trademark Collateral*") for which Eco Services Operations LLC is the record owner, the Issuer or Guarantors, as applicable, shall file in the USPTO the certificate of merger between Eco Services Operations LLC and the Issuer, and the assignment from Issuer to the grantor thereunder, Eco Services Operations Corporation, and any other appropriate documents to reflect the proper record ownership of such Registered Patent and Trademark Collateral as of the Issue Date.

ARTICLE 12

MISCELLANEOUS

SECTION 12.01 Notices.

(a) Any notice or communication by the Issuer, any Guarantor or the Trustee to the others is duly given if in writing and delivered in person, via facsimile, mailed by first-class mail (registered or certified, return receipt requested) or overnight air courier guaranteeing next day delivery, or electronic mail with portable document format attached, to the addressed as follows:

if to the Issuer or a Guarantor:

PQ Corporation
300 Lindenwood Drive
Valleybrooke Corporate Center
Malvern, Pennsylvania, 19355
Facsimile: (610) 651-4273
Attention: General Counsel

With a copy to (which copy shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Heather Emmel, Esq.
Facsimile: (212) 310-8007

if to the Trustee:

Wells Fargo Bank, National Association
150 East 42nd Street, 40th Floor
New York, NY 10017
Attention: Corporate Trust Services, Administrator for PQ Corporation
Facsimile: (917) 260-1593

The Issuer, any Guarantor or the Trustee by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five (5) Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

(b) Any notice or communication mailed to a Holder shall be delivered electronically or mailed, first class mail (certified or registered, return receipt requested), by overnight air courier guaranteeing next day delivery or emailed to the Holder at the Holder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed or sent within the time prescribed.

(c) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Notwithstanding any other provision of this Indenture or any Security, where this Indenture or any Security provides for notice of any event (including any notice of redemption) to a Holder of a Global Security (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for such Security (or its designee) pursuant to the standing instructions from the Depositary (or its designee), including by electronic mail in accordance with accepted practices at the Depositary.

Notwithstanding the foregoing, any notices or communications given to the Trustee shall be deemed effective only upon receipt by the Trustee at its Corporate Trust Office.

The Trustee shall have the right, but shall not be required, to rely upon and comply with instructions and directions sent by e-mail, facsimile and other similar unsecured electronic methods believed by it to be genuine by persons believed by the Trustee to be authorized to give instructions and directions on behalf of the Issuer or any Holder. The Issuer agrees to assume all risks arising out of interception and misuse by third-parties of such instructions or directions sent by e-mail, facsimile or other similar unsecured electronic methods.

SECTION 12.02 [Intentionally Omitted].

SECTION 12.03 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer or any Guarantor to the Trustee to take or refrain from taking any action under this Indenture, the Issuer or such Guarantor shall furnish to the Trustee:

(a) an Officer's Certificate in form reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with (however, no such Opinion of Counsel shall be required in connection with the issuance of any Securities on the date hereof).

SECTION 12.04 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture (other than pursuant to Section 4.10 hereof) shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an officer's certificate as to matters of fact); and

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with;*provided*, *however*, that with respect to matters of fact an Opinion of Counsel may rely on an Officer's Certificate or certificates of public officials.

SECTION 12.05 When Securities Disregarded. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Issuer, any Guarantor or by any Person directly or indirectly controlling

or controlled by or under direct or indirect common control with the Issuer or any Guarantor shall be disregarded and deemed not to be outstanding (unless such Persons are the only beneficial owners of the Securities), except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to the Securities and that the pledgee is not the Issuer, any Guarantor or any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer or any Guarantor. Subject to the foregoing, only Securities outstanding at the time shall be considered in any such determination.

SECTION 12.06 Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of the Holders. The Registrar and a Paying Agent may make reasonable rules for their functions.

SECTION 12.07 Legal Holidays. If a payment date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such payment date if it were a Business Day for the intervening period. If a regular record date is not a Business Day, the record date shall not be affected.

SECTION 12.08 GOVERNING LAW; WAIVER OF JURY TRIAL. THIS INDENTURE AND THE SECURITIES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE), WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE ISSUER, THE GUARANTORS AND THE TRUSTEE, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE AND THE SECURITIES AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. THE ISSUER, THE GUARANTORS AND THE TRUSTEE, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 12.09 No Recourse Against Others. No past, present or future director, officer, employee, manager, incorporator, member, partner or stockholder of the Issuer or any Guarantor or any of their Subsidiaries or direct or indirect parent companies shall have any liability for any obligations of the Issuer or any Guarantor under the Securities, the Guarantees or

this Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

SECTION 12.10 Successors. All agreements of the Issuer and each Guarantor in this Indenture and the Securities shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 12.11 Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or email (in PDF format or otherwise) transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or email (in PDF format or otherwise) shall be deemed to be their original signatures for all purposes.

SECTION 12.12 Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part of this Indenture and shall not modify or restrict any of the terms or provisions of this Indenture.

SECTION 12.13 Indenture Controls. If and to the extent that any provision of the Securities limits, qualifies or conflicts with a provision of this Indenture, such provision of this Indenture shall control.

SECTION 12.14 Severability. In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 12.15 Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 12.16 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee.

SECTION 12.17 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

Very truly yours,

PQ CORPORATION,
as Issuer

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, Secretary & General Counsel

Commercial Research Associates, Inc.
CPQ Midco I Corporation
Delpen Corporation
Philadelphia Quartz Company
PQ Asia Inc.
PQ Export Company
PQ Systems Incorporated
SAJB Holding Company LLC,
as Guarantors

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President & Secretary

PQ International, Inc.,

as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: President & Secretary

Potters Holdings II, L.P.,
as a Guarantor

By: Potters Holdings II GP, LLC, its general partner

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary & Vice President

Eco Services Operations Corp.
Potters Industries, LLC
PQ Holdings Inc.,
as Guarantors

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, General Counsel & Secretary

Potters Industries Holding, Inc.,
as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

[*Signature Page to Indenture*]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

[*Signature Page to Indenture*]

PROVISIONS RELATING TO ORIGINAL SECURITIES AND ADDITIONAL SECURITIES

1. Definitions.

1.1 Definitions.

For the purposes of this Appendix A the following terms shall have the meanings indicated below:

"Definitive Security" means a certificated Security (bearing the Restricted Securities Legend if the transfer of such Security is restricted by applicable law) that does not include the Global Securities Legend.

"Depository" means The Depository Trust Company, its nominees and their respective successors.

"Global Securities Legend" means the legend set forth under that caption in the applicable Exhibit to this Indenture.

"IAI" means an institutional "accredited investor" as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Initial Purchasers" means Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Jefferies LLC, Goldman, Sachs & Co., Deutsche Bank Securities Inc. and KeyBanc Capital Markets Inc. as initial purchasers under the Purchase Agreement entered into in connection with the offer and sale of the Securities.

"Purchase Agreement" means (a) the Purchase Agreement dated April 26, 2016, among the Issuer, Eco Services Operations LLC, the representative of the Initial Purchasers and the guarantors listed on Schedule B thereto and (b) any other similar Purchase Agreement relating to Additional Securities.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Securities" means all Securities offered and sold outside the United States in reliance on Regulation S.

"Restricted Global Security" means Global Securities and any other Securities that bear or are required to bear or are subject to the Restricted Securities Legend.

"Restricted Period," with respect to any Securities, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Securities are first offered to persons other than distributors (as defined in Regulation S under the Securities Act) in reliance on Regulation S, notice of which day shall be promptly given by the Issuer to the Trustee, and (b) the Issue Date, and with respect to any Additional Securities that are Transfer Restricted Securities, it means the comparable period of 40 consecutive days.

"Restricted Securities Legend" means the legend set forth in Section 2.2(f)(i) herein.

"Rule 144A" means Rule 144A under the Securities Act.

"Rule 144A Securities" means all Securities offered and sold to QIBs in reliance on Rule 144A.

"Rule 501" means Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Transfer Restricted Securities" means Definitive Securities and any other Securities that bear or are required to bear or are subject to the Restricted Securities Legend.

"Unrestricted Definitive Security" means Definitive Securities and any other Securities that are not required to bear, or are not subject to, the Restricted Securities Legend.

"Unrestricted Global Security" means Global Securities and any other Securities that are not required to bear, or are not subject to, the Restricted Securities Legend.

1.2 Other Definitions.

Term:	Defined in Section:
Agent Members	2.1(b)
Clearstream	2.1(b)
Euroclear	2.1(b)
Global Securities	2.1(b)
Regulation S Global Securities	2.1(b)
Regulation S Permanent Global Security	2.1(b)
Regulation S Temporary Global Security	2.1(b)
Rule 144A Global Securities	2.1(b)

2. The Securities.

2.1 Form and Dating; Global Securities.

(a) The Original Securities issued on the date hereof will be (i) offered and sold by the Issuer pursuant to the Purchase Agreement and (ii) resold, initially only to (1) QIBs in reliance on Rule 144A and (2) Persons other than U.S. Persons (as defined in Regulation S) in reliance on Regulation S. Such Securities may thereafter be transferred to, among others, QIBs, purchasers in reliance on Regulation S and, except as set forth below, IAIs in accordance with Rule 501. Additional Securities offered after the date hereof may be offered and sold by the Issuer from time to time pursuant to one or more purchase agreements in accordance with applicable law.

(b) Global Securities. (i) Rule 144A Securities initially shall be represented by one or more Securities in definitive, fully registered, global form without interest coupons (collectively, the "Rule 144A Global Securities").

Regulation S Securities initially shall be represented by one or more Securities in fully registered, global form without interest coupons (collectively, the "Regulation S Temporary Global Security" and, together with the Regulation S Permanent Global Security (defined below), the "Regulation S Global Securities"), which shall be registered in the name of the Depository or the nominee of the Depository for the accounts of designated agents holding on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear system ("Euroclear") or Clearstream Banking, Société Anonyme ("Clearstream").

Following the termination of the Restricted Period, beneficial interests in the Regulation S Temporary Global Security shall be exchanged for beneficial interests in a permanent Global Security (the "Regulation S Permanent Global Security") pursuant to the applicable procedures of the Depository. Simultaneously with the authentication of the Regulation S Permanent Global Security, the Trustee shall cancel the Regulation S Temporary Global Security. The aggregate principal amount of the Regulation S Temporary Global Security and the Regulation S Permanent Global Security may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Temporary Global Security and the Regulation S Permanent Global Security that are held by Participants through Euroclear or Clearstream.

The term "Global Securities" means the Rule 144A Global Securities and the Regulation S Global Securities. The Global Securities shall bear the Global Security Legend. The Global Securities initially shall (i) be registered in the name of the Depository or the nominee of such Depository, in each case for credit to an account of an Agent Member, (ii) be delivered to the Trustee as custodian for such Depository and (iii) bear the Restricted Securities Legend.

Members of, or direct or indirect participants in, the Depository ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depository, or the Trustee as its custodian, or under the Global Securities. The Depository may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of the Global Securities for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository, or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Security.

(ii) Transfers of Global Securities shall be limited to transfer in whole, but not in part, to the Depository, its successors or their respective nominees. Interests of beneficial owners in the Global Securities may be transferred or exchanged for Definitive Securities only in accordance with the applicable rules and procedures of the Depository and the provisions of Section 2.2 hereof. In addition, a Global Security shall be exchangeable for Definitive Securities if (x) the Depository (1) notifies the Issuer that it is unwilling or unable to continue as depository for such Global Security and the Issuer thereupon fails to appoint a successor depository within 90 days or (2) has ceased to be a clearing agency registered under the Exchange Act, (y) the Issuer, at its option, notify the Trustee that they elect to cause the issuance of Definitive Securities or (z) there shall have occurred and be continuing an Event of Default with respect to such Global Security and the Depositary shall have requested such exchange; *provided* that in no event shall the Regulation S Temporary Global Security be exchanged by the Issuer for Definitive Securities prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act. In all cases, Definitive Securities delivered in exchange for any Global Security or beneficial interests therein shall be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depository in accordance with its customary procedures.

(iii) In connection with the transfer of a Global Security as an entirety to beneficial owners pursuant to subsection (i) of this Section 2.1(b), such Global Security shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depository in writing in exchange for its beneficial interest in such Global Security, an equal aggregate principal amount of Definitive Securities of authorized denominations.

(iv) Any Transfer Restricted Security delivered in exchange for an interest in a Global Security pursuant to Section 2.2 hereof shall, except as otherwise provided in Section 2.2 hereof, bear the Restricted Securities Legend.

(v) Notwithstanding the foregoing, through the Restricted Period, a beneficial interest in such Regulation S Global Security may be held only through Euroclear or Clearstream unless delivery is made in accordance with the applicable provisions of Section 2.2 hereof.

(vi) The Holder of any Global Security may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Securities.

2.2 Transfer and Exchange.

(a) Transfer and Exchange of Global Securities. A Global Security may not be transferred as a whole except as set forth in Section 2.1(b) hereof. Global Securities will not be exchanged by the Issuer for Definitive Securities except under the circumstances described in Section 2.1(b)(ii) hereof. Global Securities also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.08 of this Indenture. Beneficial interests in a Global Security may be transferred and exchanged as provided in Section 2.2(b), 2.2(c) or 2.2(g) hereof.

(b) Transfer and Exchange of Beneficial Interests in Global Securities The transfer and exchange of beneficial interests in the Global Securities shall be effected through the Depository, in accordance with the provisions of this Indenture and the applicable rules and procedures of the Depository. Beneficial interests in Restricted Global Securities shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Beneficial interests in Global Securities shall be transferred or exchanged only for beneficial interests in Global Securities. Transfers and exchanges of beneficial interests in the Global Securities also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Security. Beneficial interests in any Restricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Security in accordance with the transfer restrictions set forth in the Restricted Securities Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Regulation S Global Security may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). A beneficial interest in an Unrestricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.2(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Securities In connection with all transfers and exchanges of beneficial interests in any Global Security that is not subject to Section 2.2(b)(i) hereof, the transferor of such beneficial interest must deliver to the Registrar (1) a written order from an Agent Member given to the Depository in accordance with the applicable rules and procedures of the Depository directing the Depository to credit or cause to be credited a beneficial interest in another Global Security in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the applicable rules and procedures of the Depository containing information regarding the Agent Member account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Securities contained in this Indenture and the Securities or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Security pursuant to Section 2.2(g) hereof.

(iii) Transfer of Beneficial Interests to Another Restricted Global Security. A beneficial interest in a Transfer Restricted Global Security may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Transfer Restricted Global Security if the transfer complies with the requirements of Section 2.2(b)(ii) hereof and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a Rule 144A Global Security, then the transferor must deliver a certificate in the form attached to the applicable Security; and

(B) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Security, then the transferor must deliver a certificate in the form attached to the applicable Security.

(iv) Transfer and Exchange of Beneficial Interests in a Transfer Restricted Global Security for Beneficial Interests in an Unrestricted Global Security. A beneficial interest in a Transfer Restricted Global Security may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Security or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security if the exchange or transfer complies with the requirements of Section 2.2(b)(ii) hereof and the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Security proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form attached to the applicable Security; or

(2) if the holder of such beneficial interest in a Restricted Global Security proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form attached to the applicable Security,

and, in each such case, if the Issuer so requests or if the applicable rules and procedures of the Depository so require, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act. If any such transfer or exchange is effected pursuant to this subparagraph (iv) at a time when an Unrestricted Global Security has not yet been issued, the Issuer shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred or exchanged pursuant to this subparagraph (iv).

(v) Transfer and Exchange of Beneficial Interests in an Unrestricted Global Security for Beneficial Interests in a Restricted Global Security. Beneficial interests in an Unrestricted Global Security cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Security.

(c) Transfer and Exchange of Beneficial Interests in Global Securities for Definitive Securities A beneficial interest in a Global Security may not be exchanged for a Definitive Security except under the circumstances described in Section 2.1(b)(ii) hereof. A beneficial interest in a Global Security may not be transferred to a Person who takes delivery thereof in the form of a Definitive Security except under the circumstances described in Section 2.1(b)(ii) hereof. In any case, beneficial interests in Global Securities shall be transferred or exchanged only for Definitive Securities.

(d) Transfer and Exchange of Definitive Securities for Beneficial Interests in Global Securities Transfers and exchanges of beneficial interests in the Global Securities also shall require compliance with either subparagraph (i), (ii), (iii) or (iv) below, as applicable:

(i) Transfer Restricted Securities to Beneficial Interests in Restricted Global Securities If any Holder of a Transfer Restricted Security proposes to exchange such Transfer Restricted Security for a beneficial interest in a Restricted Global Security or to transfer such Transfer Restricted Security to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Security, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Transfer Restricted Security proposes to exchange such Transfer Restricted Security for a beneficial interest in a Restricted Global Security, a certificate from such Holder in the form attached to the applicable Security;

(B) if such Transfer Restricted Security is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A under the Securities Act, a certificate from such Holder in the form attached to the applicable Security;

(C) if such Transfer Restricted Security is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate from such Holder in the form attached to the applicable Security;

(D) if such Transfer Restricted Security is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate from such Holder in the form attached to the applicable Security;

(E) if such Transfer Restricted Security is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate from such Holder in the form attached to the applicable Security, including the certifications, certificates and Opinion of Counsel, if applicable; or

(F) if such Transfer Restricted Security is being transferred to the Issuer or a Subsidiary thereof, a certificate from such Holder in the form attached to the applicable Security;

the Trustee shall cancel the Transfer Restricted Security, and increase or cause to be increased the aggregate principal amount of the appropriate Restricted Global Security.

(ii) Transfer Restricted Securities to Beneficial Interests in Unrestricted Global Securities A Holder of a Transfer Restricted Security may exchange such Transfer Restricted Definitive Security for a beneficial interest in an Unrestricted Global Security or transfer such Transfer Restricted Security to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security only if the Registrar receives the following:

(1) if the Holder of such Transfer Restricted Security proposes to exchange such Transfer Restricted Security for a beneficial interest in an Unrestricted Global Security, a certificate from such Holder in the form attached to the applicable Security; or

(2) if the Holder of such Transfer Restricted Securities proposes to transfer such Transfer Restricted Security to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security, a certificate from such Holder in the form attached to the applicable Security,

and, in each such case, if the Issuer so requests or if the applicable rules and procedures of the Depository so require, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act. Upon satisfaction of the conditions of this subparagraph (ii), the Trustee shall cancel the Transfer Restricted Securities and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Security. If any such transfer or exchange is effected pursuant to this subparagraph (ii) at a time when an Unrestricted Global Security has not yet been issued, the Issuer shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of Transfer Restricted Securities transferred or exchanged pursuant to this subparagraph (ii).

(iii) Unrestricted Definitive Securities to Beneficial Interests in Unrestricted Global Securities A Holder of an Unrestricted Definitive Security may exchange such Unrestricted Definitive Security for a beneficial interest in an Unrestricted Global Security or transfer such Unrestricted Definitive Security to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Security and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Securities. If any such transfer or exchange is effected pursuant to this subparagraph (iii) at a time when an Unrestricted Global Security has not yet been issued, the Issuer shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of Unrestricted Definitive Securities transferred or exchanged pursuant to this subparagraph (iii).

(iv) Unrestricted Definitive Securities to Beneficial Interests in Restricted Global Securities. An Unrestricted Definitive Security cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a beneficial interest in a Restricted Global Security.

(e) Transfer and Exchange of Definitive Securities for Definitive Securities. Upon request by a Holder of Definitive Securities and such Holder's compliance with the provisions of this Section 2.2(e), the Registrar shall register the transfer or exchange of Definitive Securities. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Securities duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.2(e).

(i) Transfer Restricted Securities to Transfer Restricted Securities. A Transfer Restricted Security may be transferred to and registered in the name of a Person who takes delivery thereof in the form of a Transfer Restricted Security if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Security;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Security;

(C) if the transfer will be made pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate in the form attached to the applicable Security;

(D) if the transfer will be made to an IAI in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (A) through (C) above, a certificate in the form attached to the applicable Security; and

(E) if such transfer will be made to the Issuer or a Subsidiary thereof, a certificate in the form attached to the applicable Security.

(ii) Transfer Restricted Securities to Unrestricted Definitive Securities. Any Transfer Restricted Security may be exchanged by the Holder thereof for an Unrestricted Definitive Security or transferred to a Person who takes delivery thereof in the form of an Unrestricted Definitive Security only if the Registrar receives the following:

(A) if the Holder of such Transfer Restricted Security proposes to exchange such Transfer Restricted Security for an Unrestricted Definitive Security, a certificate from such Holder in the form attached to the applicable Security; or

(B) if the Holder of such Transfer Restricted Security proposes to transfer such Securities to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Security, a certificate from such Holder in the form attached to the applicable Security,

and, in each such case, if the Issuer so requests, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Definitive Securities to Unrestricted Definitive Securities. A Holder of an Unrestricted Definitive Security may transfer such Unrestricted Definitive Securities to a Person who takes delivery thereof in the form of an Unrestricted Definitive Security at any time. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Securities pursuant to the instructions from the Holder thereof.

(iv) Unrestricted Definitive Securities to Transfer Restricted Securities. An Unrestricted Definitive Security cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a Transfer Restricted Security.

At such time as all beneficial interests in a particular Global Security have been exchanged for Definitive Securities or a particular Global Security has been redeemed, repurchased or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Definitive Securities, the principal amount of Securities represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, such other Global Security shall be increased accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(f) Legend.

(i) Except as permitted by the following paragraph (ii), each Security certificate evidencing the Global Securities and the Definitive Securities (and all Securities issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only):

"THIS SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (1) (a) INSIDE THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A FOREIGN PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY."

Each Temporary Regulation S Security shall bear the following additional legend:

"THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

Each Global Security shall bear the following additional legends:

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

"TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(ii) Upon any sale or transfer of a Transfer Restricted Security that is a Definitive Security, the Registrar shall permit the Holder thereof to exchange such Transfer Restricted Security for a Definitive Security that does not bear the legends set forth above and rescind any restriction on the transfer of such Transfer Restricted Security if the Holder certifies in writing to the Registrar that its request for such exchange was made in reliance on Rule 144 (such certification to be in the form set forth on the reverse of the Security).

(iii) Upon a sale or transfer after the expiration of the Restricted Period of any Security acquired pursuant to Regulation S, all requirements that such Security bear the Restricted Securities Legend shall cease to apply and the requirements requiring any such Security be issued in global form shall continue to apply.

(iv) Any Additional Securities sold in a registered offering shall not be required to bear the Restricted Securities Legend.

(g) Cancellation or Adjustment of Global Security. At such time as all beneficial interests in a particular Global Security have been exchanged for Definitive Securities or a particular Global Security has been redeemed, repurchased or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 of this Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Definitive Securities, the principal amount of Securities represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, such other Global Security shall be increased accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(h) Obligations with Respect to Transfers and Exchanges of Securities

(i) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate, Definitive Securities and Global Securities at the Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 3.06, 4.06, 4.09 and 9.04 of this Indenture).

(iii) Prior to the due presentation for registration of transfer of any Security, the Issuer, the Trustee, a Paying Agent or the Registrar may deem and treat the person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(iv) All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Security, a member of, or a participant in the Depository or any other Person with respect to the accuracy of the records of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Securities or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to the Holders under the Securities shall be given or made only to the registered Holders (which shall be the Depository or its nominee in the case of a Global Security). The rights of beneficial owners in any Global Security shall be exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Trustee may conclusively rely and shall be fully protected in so relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depository participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

[FORM OF FACE OF SECURITY]

[Global Securities Legend]

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

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Securities Legend]

"THIS SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (1)(a) INSIDE THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A FOREIGN PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144

THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY."

Each Temporary Regulation S Security shall bear the following additional legend:

"THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

[FORM OF SECURITY]

No. $_____

6.750% Senior Secured Notes due 2022

CUSIP No.
ISIN No.

PQ CORPORATION, a Pennsylvania corporation, promises to pay to Cede & Co., or registered assigns, the principal sum of Dollars [, as the same may be revised from time to time on the Schedule of Increases or Decreases in Global Security attached hereto,][1] on November 15, 2022.

Interest Payment Dates: May 15 and November 15

Record Dates: May 1 and November 1

Additional provisions of this Security are set forth on the other side of this Security.

1 Use the Schedule of Increases and Decreases language if Security is in Global Form.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

PQ CORPORATION

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee,
certifies that this is one ofthe Securities referred to in the Indenture.

By: _____
Authorized Signatory

Dated:

*/ If the Security is to be issued in global form, add the Global Securities Legend and the attachment fromExhibit A captioned "TO BE ATTACHED TO GLOBAL SECURITIES - SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY."

[FORM OF REVERSE SIDE OF SECURITY]

6.750% Senior Secured Notes due 2022

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

PQ CORPORATION, a Pennsylvania corporation (the "Issuer"), promises to pay interest on the principal amount of this Security at the rate per annum shown above. The Issuer shall pay interest semiannually in arrears on May 15 and November 15 of each year, commencing November 15, 2016.[2] Interest on the Securities shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, May 4, 2016[3] until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Issuer shall pay interest on overdue principal at the rate borne by the Securities, and they shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuer shall pay interest on the Securities (except defaulted interest) to the Persons who are registered Holders at the close of business on the May 1 and November 1 next preceding the interest payment date (whether or not a Business Day). Holders must surrender Securities to the Paying Agent to collect principal payments. The Issuer shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Securities represented by a Global Security (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depositary. The Issuer shall make all payments in respect of a certificated Security (including principal, premium, if any, and interest) at the office of the Paying Agent, except that, at the option of the Issuer, payment of interest may be made through the Paying Agent by mailing a check to the registered address of each Holder thereof; provided, however, that payments on the Securities may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of Securities, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, Wells Fargo Bank, National Association (the "Trustee"), will act as Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent or Registrar without notice. The Issuer or any of its domestically incorporated Wholly-Owned Subsidiaries may act as Paying Agent or Registrar.

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2 Note: With respect to the Original Securities.

3 Note: With respect to the Original Securities.

4. Indenture

The Issuer issued the Securities under an Indenture dated as of May 4, 2016 (the "Indenture"), among the Issuer, the Guarantors party thereto from time to time and the Trustee. The terms of the Securities include those stated in the Indenture. Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Securities are subject to all terms and provisions of the Indenture, and the Holders are referred to the Indenture for a statement of such terms and provisions.

The Securities are senior secured obligations of the Issuer. This Security is one of the Original Securities referred to in the Indenture. The Securities include the Original Securities and any Additional Securities. The Original Securities and any Additional Securities are treated as a single class of securities under the Indenture. The Indenture imposes certain limitations on the ability of the Issuer and its Restricted Subsidiaries to, among other things, make certain Investments and other Restricted Payments, pay dividends and other distributions, incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, issue or sell shares of capital stock of the Issuer and such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates, create or incur Liens and make Asset Sales. The Indenture also imposes limitations on the ability of the Issuer to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

To guarantee the due and punctual payment of the principal and interest on the Securities and all other amounts payable by the Issuer under the Indenture and the Securities when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Securities and the Indenture, the Guarantors party to the Indenture from time to time will, jointly and severally, irrevocably and unconditionally guarantee the Guaranteed Obligations on a senior secured basis (except for Holdings, whose Guarantee shall be on a senior unsecured basis) pursuant to the terms of the Indenture.

5. Redemption

Optional Redemption

Except as set forth in the following paragraphs, the Securities shall not be redeemable at the option of the Issuer prior to May 15, 2019.

(a) At any time prior to May 15, 2019, the Issuer may redeem all or a part of the Securities, at its option, at any time or from time to time, upon not less than 30 nor more than 60 days' prior notice mailed by first class mail to each Holder's registered address or otherwise delivered in accordance with the procedures of the Depositary, at a redemption price equal to 100% of the principal amount of the Securities redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but not including, the date of redemption (the "*Redemption Date*"), subject to the rights of Holders of record at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the Redemption Date.

(b) On and after May 15, 2019, the Issuer may redeem the Securities, at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' prior notice, mailed by first class mail to each Holder's registered address or otherwise delivered in accordance with the procedures of the Depositary, at the redemption prices (expressed as percentages of principal amount of the Securities to be redeemed) set forth below, plus accrued and unpaid interest, if any, to, but not including, the Redemption Date, subject to the right of Holders of record at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the Redemption Date, if redeemed during the twelve-month period beginning on May 15 of each of the years indicated below:

Year	Redemption Price
2019	103.375%
2020	101.688%
2021 and thereafter	100.000%

(c) In addition, until May 15, 2019, the Issuer may, at its option, on one or more occasions redeem up to 40% of the aggregate principal amount of the Securities (including any Additional Securities) at a redemption price equal to 106.750% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to, but not including, the Redemption Date, subject to the right of Holders of record at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the Redemption Date, with the net cash proceeds of one or more Equity Offerings; *provided*, that at least 50% of the sum of the aggregate principal amount of the Securities originally issued under the Indenture and any Additional Securities must remain outstanding immediately after the occurrence of each such redemption; *provided further*, that each such redemption shall occur within 180 days of the date of closing of each such Equity Offering upon not less than 30 nor more than 60 days' notice sent to each Holder of Securities being redeemed and otherwise in accordance with the procedures set forth in the Indenture.

(d) Notwithstanding the foregoing, in connection with any tender offer for the Securities, including a Change of Control Offer or Asset Sale Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Securities validly tender and do not withdraw such Securities in such tender offer and the Issuer or any third party making a such tender offer in lieu of the Issuer, purchases all of the Securities validly tendered and not withdrawn by such Holders, the Issuer or such third party will have the right upon not less than 15 days nor more than 60 days prior notice, given not more than 15 days following such purchase date, to redeem all Securities that remain outstanding following such purchase at a redemption price equal to the price offered to each other Holder in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but not including, the Redemption Date.

(e) Notice of any redemption described above may be given prior to the completion of such Equity Offering, and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the relevant Equity Offering, other offering or other transaction or event. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and, if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Issuer will provide prompt written notice to the Trustee rescinding such redemption in the event that any such condition precedent shall not have occurred, and such redemption and notice of redemption shall be rescinded and of no force or effect. Upon receipt of such notice from the Issuer rescinding such redemption, the Trustee will promptly send a copy of such notice to the Holders of the Securities to be redeemed in the same manner in which the notice of redemption was given.

6. Sinking Fund

The Securities are not subject to any sinking fund.

7. Notice of Redemption

Notice of redemption pursuant to Paragraph 5 above will be mailed by first-class mail or otherwise delivered in accordance with the procedures of the Depositary, at least 30 days but not more than 60 days before the redemption date to each Holder of Securities to be redeemed at his, her or its registered address (except that such notice of redemption may be mailed (or otherwise delivered in accordance with the procedures of the Depositary) (i) more than 60 days prior to a redemption date if the notice is issued in connection with Section 8.01 of the Indenture or (ii) at least 15 days before a redemption date if the redemption is occurring pursuant to Paragraph 5(d) of this Security). Securities in denominations larger than $2,000 may be redeemed in part but only in whole multiples of $1,000. If money sufficient to pay the redemption price of and accrued and unpaid interest, if any, on all Securities (or portions thereof) to be redeemed on the redemption date is deposited with a Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date, interest ceases to accrue on such Securities (or such portions thereof) called for redemption.

8. Special Mandatory Offer to Purchase.

If a Triggering Event occurs, each Holder shall have the right to require, subject to certain conditions specified in the Indenture, the Issuer to repurchase all or any part of that Holder's Securities for an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase, as provided in, and subject to the terms of, the Indenture.

9. Repurchase of Securities at the Option of the Holders upon Change of Control and Asset Sales

Upon the occurrence of a Change of Control, each Holder shall have the right, subject to certain conditions specified in the Indenture, to cause the Issuer to repurchase all or any part of such Holder's Securities at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of the Holders of record of the Securities at the close of business on the relevant record date to receive interest due on the relevant interest payment date), as provided in, and subject to the terms of, the Indenture.

In accordance with Section 4.06 of the Indenture, the Issuer will be required to offer to purchase Securities upon the occurrence of certain events.

10. Denominations; Transfer; Exchange

The Securities are in registered form, without coupons, in denominations of $2,000 and any integral multiple of $1,000. A Holder shall register the transfer of or exchange of Securities in accordance with the Indenture. Upon any registration of transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Securities selected for redemption (except, in the case of a Security to be redeemed in part, the portion of the Security not to be redeemed) or to transfer or exchange any Securities for a period of 15 days prior to the mailing of a notice of redemption of Securities to be redeemed.

11. Persons Deemed Owners

The registered Holder of this Security shall be treated as the owner of it for all purposes.

12. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee and a Paying Agent shall pay the money back to the Issuer at its written request unless an abandoned property law designates another Person. After any such payment, the Holders entitled to the money must look to the Issuer for payment as general creditors and the Trustee and a Paying Agent shall have no further liability with respect to such monies.

13. Discharge and Defeasance

Subject to certain conditions and as set forth in the Indenture, the Issuer at any time may terminate some of or all of its obligations under the Securities and the Indenture if the Issuer deposits with the Trustee money or Government Securities for the payment of principal and interest on the Securities to redemption or maturity, as the case may be.

14. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Securities may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities (voting as a single class) and (ii) any past default or compliance with any provisions may be waived with the written consent of the Holders of at least a majority in principal amount of the outstanding Securities. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuer and the Trustee may

amend the Indenture or the Securities (i) to cure any ambiguity, omission, mistake, defect or inconsistency as certified by the Issuer; (ii) to provide for uncertificated Securities of such series in addition to or in place of certificated Securities; (iii) to comply with the covenant relating to mergers, consolidations and sales of assets; (iv) to provide for the assumption of the Issuer's or any Guarantor's obligations to the Holders in a transaction that complies with the Indenture; (v) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any such Holder; (vi) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer or any Guarantor; (vii) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act (it being agreed that the Indenture need not qualify under the Trust Indenture Act); (viii) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee thereunder pursuant to the requirements thereof; (ix) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable; (x) to add a Guarantor or a co-obligor under the Indenture or to release a Guarantor in accordance with the terms of the Indenture and the Security Documents and to provide for any local law restrictions required by the jurisdiction of organization of such Guarantor; (xi) to conform the text of the Indenture the Guarantees, the Securities, any Security Document or any Intercreditor Agreement to any provision of the Offering Memorandum under the caption "*Description of the Notes*" to the extent that such provision in the "*Description of the Notes*" was intended to be a verbatim recitation of a provision of the Indenture, the Guarantees, the Securities, any Security Document or any Intercreditor Agreement. as certified by the Issuer (as provided in an Officer's Certificate to the Trustee; (xii) to make certain changes to the Indenture to provide for the issuance of Additional Securities; (xiii) to make any amendment to the provisions of the Indenture relating to the transfer and legending of Securities as permitted by the Indenture, including, without limitation to facilitate the issuance of the Securities and administration of the Indenture; *provided*, *however*, that (i) compliance with the Indenture as so amended would not result in Securities being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Securities; or (xiv) to add additional assets as Collateral, to release Collateral from the Lien pursuant to the Indenture, the Security Documents and the Intercreditor Agreements when permitted or required by the Indenture, the Security Documents or the Intercreditor Agreements and to modify the Security Documents and/or the Intercreditor Agreements to secure additional extensions of credit and add additional secured creditors holding Obligations that are permitted to constitute Pari Passu Obligations or other permitted obligations, as applicable under the applicable Intercreditor Agreement pursuant to the terms of the Indenture.

15. Defaults and Remedies

If an Event of Default (other than a Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer) occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of outstanding Securities by notice to the Issuer, may declare the principal of, premium, if any, interest and any other monetary obligations on all the Securities to be due and payable immediately. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Issuer occurs, the principal of, premium, if any, and interest on all the Securities shall become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of outstanding Securities may rescind any such acceleration with respect to the Securities and its consequences.

If an Event of Default occurs and is continuing, the Trustee shall be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to it against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder may pursue any remedy with respect to the Indenture or the Securities unless (i) such Holder has previously given the Trustee written notice that an Event of Default is continuing, (ii) the Holders of at least 30% in principal amount of the outstanding Securities have requested the Trustee, in writing, to pursue the remedy, (iii) such Holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense, (iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity and (v) the Holders of a majority in principal amount of the outstanding Securities have not given the Trustee a written direction inconsistent with such request within such 60-day period. Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Securities are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses that may be caused by taking or not taking such action.

The Issuer is required to deliver to the Trustee, annually, a certificate indicating whether the signer thereof knows of any Default that occurred during the previous year and the Issuer is required, within five Business Days after becoming aware of any Default, to deliver to the Trustee a statement specifying such Default.

16. Trustee Dealings with the Issuer

Subject to certain limitations imposed by the Trust Indenture Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with and collect obligations owed to it by the Issuer or its Affiliates and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

17. No Recourse Against Others

No past, present or future director, officer, employee, manager, incorporator, member, partner or stockholder of the Issuer or any Guarantor or any of their Subsidiaries or direct or indirect parent companies shall have any liability for any obligations of the Issuer or the Guarantors under the Securities, the Guarantees or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities. The waiver may not be effective to waive liabilities under the federal securities laws.

18. Authentication

This Security shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Security.

19. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

20. Governing Law

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

21. CUSIP Numbers; ISINs

The Issuer has caused CUSIP numbers and ISINs to be printed on the Securities and has directed the Trustee to use CUSIP numbers and ISINs in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer will furnish to any Holder of Securities upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Security.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to:

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax identification No.)

and irrevocably appoint _____ as agent to transfer this Security on the books of the Issuer. The agent may substitute another to act for him.

_____

Date: _____ Your Signature: _____

_____

Sign exactly as your name appears on the other side of this Security.

Signature Guarantee: _____ Signature of Signature Guarantee: _____

Date: _____

Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee

PQ CORPORATION
300 Lindenwood Drive
Valleybrooke Corporate Center
Malvern, Pennsylvania, 19355
Facsimile: (610) 651-4273
Attention: General Counsel

Wells Fargo Bank, National Association
DAPS Reorg
MAC N9303 121
608 2nd Avenue South
Minneapolis, MN 55479
Telephone: (871) 872-4605
Facsimile: (866) 969-1290
Email: DAPSReorg@wellsfargo.com

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFER RESTRICTED SECURITIES

This certificate relates to $ principal amount of Securities held in (check applicable space) book entry or definitive form by the undersigned.

The undersigned (check one box below):

☐ has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Security held by the Depository a Security or Securities in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Security (or the portion thereof indicated above);

☐ has requested the Trustee by written order to exchange or register the transfer of a Security or Securities.

In connection with any transfer of any of the Securities evidenced by this certificate occurring prior to the expiration of the period referred to in Rule 144(k) under the Securities Act, the undersigned confirms that such Securities are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) ☐ to the Issuer or subsidiary thereof; or

(2) ☐ to the Registrar for registration in the name of the Holder, without transfer; or

(3) ☐ inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or

(4) ☐ outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933 and such Security shall be held immediately after the transfer through Euroclear or Clearstream until the expiration of the Restricted Period (as defined in the Indenture); or

(5) ☐ to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933) that has furnished to the Trustee a signed letter containing certain representations and agreements in the form attached as Exhibit B to the Indenture; or

(6) ☐ pursuant to another available exemption from registration provided by Rule 144 under the

Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Securities evidenced by this certificate in the name of any Person other than the registered Holder thereof; provided, however, that if box (4), (5) or (6) is checked, the Issuer or the Trustee may require, prior to registering any such transfer of the Securities, such legal opinions, certifications and other information as the Issuer or the Trustee have reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933.

Date: _____ Your Signature: _____

Signature Guarantee: _____ Signature of Signature Guarantee: _____

Date: _____

Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee

TO BE COMPLETED BY PURCHASER IF (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Security for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: _____ _____

NOTICE: To be executed by an executive officer

[TO BE ATTACHED TO GLOBAL SECURITIES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The initial principal amount of this Global Security is $. The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of decrease in Principal amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Issuer pursuant to Section 4.06 (Asset Sale Offer), 4.07 (Special Mandatory Offer to Purchase) or 4.09 (Change of Control Offer) of the Indenture, check the box:

Asset Sale ☐ Change of Control ☐ Special Mandatory Offer ☐

If you want to elect to have only part of this Security purchased by the Issuer pursuant to Section 4.06 (Asset Sale Offer), 4.07 (Special Mandatory Offer to Purchase) or 4.09 (Change of Control Offer) of the Indenture, state the amount ($2,000 or any integral multiple of $1,000):

$

Date: _____ Your Signature: _____

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

Signature Guarantee: _____

Signature Guarantee: _____

Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee

[FORM OF]

TRANSFEREE LETTER OF REPRESENTATION

Wells Fargo Bank, National Association
DAPS Reorg
MAC N9303 121
608 2nd Avenue South
Minneapolis, MN 55479
Telephone: (871) 872-4605
Facsimile: (866) 969-1290
Email: DAPSReorg@wellsfargo.com
This certificate is delivered to request a transfer of $[ ] principal amount of the 6.750% Senior Secured Notes due 2022 (the "Securities") of PQ CORPORATION, a Pennsylvania corporation (the "*Issuer*").

Upon transfer, the Securities would be registered in the name of the new beneficial owner as follows:

Name:_____
Address:_____
Taxpayer ID Number:_____

The undersigned represents and warrants to you that:

(1) We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the "Securities Act")), purchasing for our own account or for the account of such an institutional "accredited investor" at least $100,000 principal amount of the Securities, and we are acquiring the Securities not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Securities, and we invest in or purchase securities similar to the Securities in the normal course of our business. We, and any accounts for which we are acting, are each able to bear the economic risk of our or its investment.

(2) We understand that the Securities have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Securities to offer, sell or otherwise transfer such Securities prior to the date that is two years after the later of the date of original issue and the last date on which the Issuer or any affiliate of the Issuer was the owner of such Securities (or any predecessor thereto) (the "Resale Restriction Termination Date") only (a) in the United States to a person whom we reasonably believe is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A, (b) outside the United States in an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act, (c) pursuant to an

exemption from registration under the Securities Act provided by Rule 144 thereunder (if applicable) or (d) pursuant to an effective registration statement under the Securities Act, in each of cases (a) through (d) in accordance with any applicable securities laws of any state of the United States. In addition, we will, and each subsequent holder is required to, notify any purchaser of the Security evidenced hereby of the resale restrictions set forth above. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. If any resale or other transfer of the Securities is proposed to be made to an institutional "accredited investor" prior to the Resale Restriction Termination Date, the transferor shall deliver a letter from the transferee substantially in the form of this letter to the Issuer and the Trustee, which shall provide, among other things, that the transferee is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act and that it is acquiring such Securities for investment purposes and not for distribution in violation of the Securities Act. Each purchaser acknowledges that the Issuer and the Trustee reserve the right prior to the offer, sale or other transfer prior to the Resale Restriction Termination Date of the Securities pursuant to clause 2(b), 2(c) or 2(d) above to require the delivery of an opinion of counsel, certifications or other information satisfactory to the Issuer and the Trustee.

Dated:_____

TRANSFEREE:_____

By:_____

EXHIBIT C

[FORM OF SUPPLEMENTAL INDENTURE][4]

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of [ ], among the new guarantors named in the signature pages hereto (the "Guarantors")[5] and Wells Fargo Bank, National Association, as trustee (the "Trustee") under the Indenture dated as of May 4, 2016 among PQ Corporation, a Pennsylvania corporation (the "Issuer"), the guarantors party thereto, the Trustee and Collateral Agent (as defined therein) (as amended, supplemented or otherwise modified, the "Indenture").

W I T N E S S E T H :

WHEREAS the Issuer have heretofore executed and delivered to the Trustee the Indenture, providing initially for the issuance of $625,000,000 in aggregate principal amount of the Issuer's 6.75% Senior Secured Notes due 2022 (the "Securities");

WHEREAS Sections 4.12 and 10.07 of the Indenture provide that under certain circumstances the Issuer is required to cause the Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the Guarantors shall unconditionally guarantee all the Issuer's Obligations under the Securities and the Indenture pursuant to a Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee and the Issuer are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantors, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined, except that the term "Holders" in this Guarantee shall refer to the term "Holders" as defined in the Indenture and the Trustee acting on behalf of and for the benefit of such Holders. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Guarantee. The Guarantors hereby, jointly and severally with all existing Guarantors (if any), irrevocably and unconditionally guarantee the Issuer's Obligations under the Securities and the Indenture on the terms and subject to the conditions set forth in the Indenture, including, but not limited to, Article 10 of the Indenture, and to be bound by all other applicable provisions of the Indenture and the Securities and to perform all of the obligations and agreements of a Guarantor under the Indenture.

4 May include any relevant local law restrictions.

5 It shall not be required that any existing guarantors be party to a supplemental indenture to add new guarantors.

3. Releases. A Guarantee as to any Guarantor shall terminate and be of no further force or effect and such Guarantor shall be deemed to be released from all obligations as provided in Section 10.03 of the Indenture.

4. Notices. All notices or other communications to the Guarantors shall be given as provided in Section 12.01 of the Indenture.

5. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended and supplemented hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

6. No Recourse Against Others. No past, present or future director, officer, employee, manager, incorporator, agent or holder of any Equity Interests in the Issuer or of the Guarantors or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuer and the Guarantors under the Securities, the Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities. The waiver may not be effective to waive liabilities under the federal securities laws.

7. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE NEW GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

8. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

9. Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or email (in PDF format or otherwise) shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or email (in PDF format or otherwise) shall be deemed to be their original signatures for all purposes.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

11. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals or statements contained herein, all of which recitals and statements are made solely by the Guarantors.

12. Successors. All agreements of the Guarantors in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

[NEW GUARANTOR]

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee

By: _____
Name:
Title:

Exhibit 4.3

PQ CORPORATION

NOTE PURCHASE AGREEMENT

Dated as of May 4, 2016

$525,000,000 Floating Rate Senior Notes due May 1, 2022

TABLE OF CONTENTS

PQ CORPORATION
300 Lindenwood Drive
Valleybrooke Corporate Center
Malvern, PA 19355

(610) 651-4400
Facsimile: 610-651-4273

$525,000,000 Floating Rate Senior Notes due May 1, 2022

Dated as of May 4, 2016

TO EACH OF THE PURCHASERS LISTED IN
THE ATTACHED SCHEDULE A AND TO WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTEHOLDER AGENT (IN SUCH CAPACITY, THE "AGENT"):

Ladies and Gentlemen:

PQ CORPORATION, a Pennsylvania corporation (the "Company"), agrees with you as follows:

1. AUTHORIZATION OF NOTES.

1.1. Description of Notes to be Issued.

The Company has authorized the issue and sale of $525,000,000 aggregate principal amount of its Floating Rate Senior Notes due May 1, 2022 (the "Notes", such term to include any such notes issued in substitution therefor pursuant to Section 13 of this Agreement) provided that if the Existing Senior Notes have been refinanced or otherwise repaid prior to such date, the Notes will instead mature on May 1, 2023. Subject to Section 2 below, the Notes shall be substantially in the form set out in Exhibit 1.1, with such changes therefrom, if any, as may be approved by you and the Company. Certain capitalized terms used in this Agreement are defined in Schedule B; references to a "Schedule" or an "Exhibit" are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement.

1.2. Guarantee; Release.

(a) *Guarantee*. Subject to Section 1.2(b), the payment by the Company of all amounts due on or in respect of the Notes and the performance by the Company of its obligations under this Agreement will be guaranteed by (i) each of Holdings and CPQ, (ii) each Restricted Subsidiary that from time to time guarantees Indebtedness in respect of the Revolving Facility (other than any Foreign Subsidiary guaranteeing Foreign Subsidiary obligations thereunder), the Term Facility, the Existing Senior Notes and/or the Secured Notes, and (iii) each Restricted Subsidiary that guarantees any other Indebtedness under any other syndicated bank or capital markets Indebtedness of the Company in an aggregated principal amount in excess of $50 million, pursuant to the Guarantee in substantially the form of the attached Exhibit 1.2, as it may be amended or supplemented from time to time (the "Guarantee").

(b) *Release of Guarantee.* Each holder of a Note acknowledges and agrees that a Guarantee by a Guarantor shall provide by its terms that it shall be automatically and unconditionally released and discharged upon:

(i) any sale, exchange, disposition or transfer (including through consolidation, merger or otherwise) of (a) the Capital Stock of such Guarantor, after which such Guarantor is no longer a Restricted Subsidiary, or (b) all or substantially all the assets of such Guarantor (including to the Issuer or another Guarantor), which sale, exchange, disposition or transfer in each case is not prohibited by the applicable provisions of this Agreement;

(ii) the release or discharge of such other guarantee that resulted in the creation of such guarantee, in each case except a release, discharge or termination by or as a result of payment under such guarantee;

(iii) the permitted designation of any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary pursuant to the provisions of this Agreement;

(iv) the consolidation or merger of any Guarantor with and into the Company or another Guarantor that is the surviving Person in such consolidation or merger, or upon the liquidation of such Guarantor following the transfer of all of its assets to the Company or another Guarantor; or

(v) the discharge of obligations of the Guarantors with respect to their Guarantees of the Notes or the discharge of the Company's obligations with respect to the negative covenants of this agreement in accordance with the terms of this Agreement.

Notwithstanding the foregoing, any guarantee by Holdings, CPQ or any other direct or indirect parent company may be automatically and unconditionally released and discharged for any reason.

Each holder acknowledges that the Guarantee by Holdings and its subsidiary, CPQ, are being provided solely for the purpose of allowing the Company to satisfy its reporting obligations under this Agreement by furnishing financial information relating to Holdings instead of the Company. Neither Holdings nor CPQ will be subject to the restrictive covenants in this Agreement.

1.3. Interest Rate and Reset Procedures.

(a) The Notes shall bear interest (computed on the basis of a360-day year and the actual number of days elapsed) on the unpaid principal thereof from the date of issuance at a floating rate equal to the Adjusted LIBOR Rate for the Interest Period in effect from time to time, payable quarterly in arrears on each Interest Payment Date and, to the extent permitted by applicable law, additional interest shall accrue on all principal of, any overdue payment of interest on and any Make-Whole Amount and any other applicable premium and Breakage Amount (as provided herein) owed on the Notes from the due date thereof (whether by acceleration or otherwise) at the Default Rate until paid.

(b) The Adjusted LIBOR Rate shall be determined by the Agent, and prompt notice thereof shall be given to the holders of the Notes and the Company after the Rate Determination Date, together with a calculation of the Adjusted LIBOR Rate for such Interest Period, the number of days in such Interest Period, the date on which interest for such Interest Period will be paid and the amount of interest to be paid to each holder of Notes on such date. Any such determination made in accordance with the provisions of this Agreement, shall be conclusive and binding absent manifest error.

1.4. Illegality.

If, after the date hereof, any change in any law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof shall make it unlawful for any holder of Notes to hold or collect upon any Notes because of its relationship to the LIBOR Rate or to give effect to its obligations as contemplated hereby with respect to any Note determined with reference to the LIBOR Rate, then by written notice to the Company (with a copy to the Agent): (a) such holder shall promptly (i) notify the Company of such circumstances, including the effective date of such law, regulation or interpretation (which notice shall be withdrawn whenever such circumstances no longer exist) and (ii) request the Substituted Rate Bank to specify the rate described in the definition of "Substituted Rate"; and (b) if such notice is given, (i) the interest rate applicable to the Notes, as the case may be, held by such holder shall be determined with reference to the relevant Substituted Rate, effective as of the effective date specified in such notice, (ii) each reference in this Agreement with respect to such LIBOR Rate shall be deemed thereafter to be a reference to the relevant Substituted Rate, and (iii) such Substituted Rate shall be imposed retroactively on such Notes, beginning with the effective date specified in such notice, and shall continue until the first day of the next succeeding Interest Period after which the notice referred to in clause (a) above shall be withdrawn.

As used in this Section 1.4 "Substituted Rate" means for the Notes of either series, at any time, the annual rate determined by the Substituted Rate Bank to be the rate at which the Substituted Rate Bank, in accordance with its customary practices, offers to place deposits in Dollars for a period of one month with leading banks in the London interbank market at approximately 11:00 a.m., London time, on the Business Day immediately preceding the Rate Determination Date, in a Representative Amount; and "Substituted Rate Bank" means any leading bank participating in the London interbank market which does not act as lender to, or regular underwriter of the securities of, the Company or any of its Affiliates and which is selected by the Company and reasonably acceptable to the Administrative Holders.

2. SALE AND PURCHASE OF NOTES.

Subject to the terms and conditions of this Agreement, the Company will issue and sell to you and each of the other purchasers named in Schedule A (the "Other Purchasers"), and you and the Other Purchasers will purchase from the Company, at the Closing upon satisfaction or waiver of the conditions set forth in Section 4.1, Notes in the denomination and principal amount specified opposite your names in Schedule A at the purchase price of 98% of the principal amount thereof.

3. CLOSING.

(a) The sale and purchase of the Notes to be purchased by you and the Other Purchasers shall occur at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 at 9:00 a.m., New York time, at a closing upon satisfaction or waiver of the conditions set forth in Section 4.1 (the "Closing") on any Business Day on or prior to May 4, 2016 as may be agreed upon by the Company and you and the Other Purchasers. At the Closing the Company will deliver to you the Notes to be purchased by you in the form of a single Note (or such greater number of Notes in denominations of at least $100,000 as you may request) dated the Closing Date and registered in your name (or in the name of your nominee), against delivery by you to the Company or their order of immediately available funds in the amount of the purchase price therefor by wire transfer of immediately available funds for the account of the Company (for the benefit of the Company) to account number 9429352149 at Bank of America, 100 Federal Street, Boston, Massachusetts 02110, ABA No. for wires 026009593.

(b) If on the Closing Date the Company fails to tender the Notes to you as provided in this Section 3, or any of the conditions specified in Section 4.1 shall not have been fulfilled to your satisfaction or waived, you shall, at your election, be relieved of all further obligations under this Agreement, without thereby waiving any rights or remedies you may have by reason of such failure or such nonfulfillment.

4. CONDITIONS PRECEDENT.

4.1. Conditions to Closing.

Your obligation to purchase and pay for the Notes to be sold to you at the Closing is subject to the fulfillment, or waiver by you, prior to or at the Closing, of the following conditions (the date such conditions precedent are satisfied or waived being referred to as the "Closing Date"):

(a) *Representations and Warranties*. The representations and warranties of the Company in this Agreement shall be true and correct in all material respects when made and at the Closing Date.

(b) *Performance; No Default.* The Company shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing and after giving effect to the issue and sale of the Notes (and the application of the proceeds thereof as contemplated by Section 5.12) no Default or Event of Default shall have occurred and be continuing.

(c) *Compliance Certificates*.

(i) Officer's Certificate. The Company shall have delivered to you an Officer's Certificate, dated the Closing Date, certifying that the conditions specified in Sections 4.1(a), 4.1(b) and 4.1(g) have been fulfilled.

(ii) Secretary's Certificate. The Company shall have delivered to you a certificate certifying as to the resolutions attached thereto and other corporate proceedings relating to the authorization, execution and delivery of the Notes and this Agreement.

(d) *Opinions of Counsel*. You shall have received opinions in form and substance satisfactory to you, dated the Closing Date, from (i) Weil, Gotshal & Manges LLP, counsel to the Company, in substantially the form attached as Exhibit 4.1(d)(i) and (ii) local counsel in the State of Pennsylvania in substantially the form attached as Exhibit 4.1(d)(ii) (and the Company instructs its counsel to deliver such opinions to you).

(e) *Purchase Permitted By Applicable Law, etc.* On the Closing Date your purchase of Notes shall (i) be permitted by the laws and regulations of each jurisdiction to which you are subject and (ii) not violate any applicable law or regulation (including, without limitation, Regulation U, T or X of the Board of Governors of the Federal Reserve System).

(f) *Payment of Fees and Expenses.* Without limiting the provisions of Section 15.1, the Company shall have paid on or before the Closing Date (i) all fees required to be paid on or before Closing Date hereunder including the reasonable and documented out-of-pocket fees and expenses of GSO Capital Partners LP incurred in connection with this Agreement and the transactions contemplated hereunder, (ii) the fees and the reasonable and documented out of pocket fees and expenses of the Agent, and (iii) all other accrued and unpaid fees, costs and expenses otherwise owed pursuant to this Agreement to the extent then due and payable at Closing, including any such costs, fees and expenses arising under or referenced in Section 15.1, including, to the extent invoiced at least two Business Days before the Closing Date, all reasonable and documented fees, charges and disbursements of Willkie Farr & Gallagher LLP, and Alston & Bird LLP, counsel to the Agent, in each case, to the extent reflected in a statement of such counsel rendered to the Company at least two Business Days prior to the Closing Date.

(g) *Changes in Corporate Structure.* Since December 31, 2015, the Company shall not have changed its jurisdiction of organization and shall not have succeeded to all or any substantial part of the liabilities of any other entity, other than pursuant to the Reorganization.

(h) *Guarantee*. Each Guarantor shall have executed and delivered the Guarantee in favor of you and the Other Purchasers and you shall have received a copy of the executed Guarantee.

(i) *Note Documents.* This Agreement shall have been executed and delivered by the Agent, the Company and each Purchaser. The Agent shall have received the information required to be delivered pursuant to Schedule A from each of the Purchasers. The Company shall have executed and delivered a fee letter to the Agent.

(j) *Proceedings and Note Documents.* All corporate and other proceedings in connection with issuance of the Notes issued under this Agreement and all Note Documents and instruments related thereto shall be reasonably satisfactory to you and your special counsel, and you and your special counsel shall have received all such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

(k) *Repayment of Certain Indebtedness*. You shall have received an Officer's Certificate, dated as of the Closing Date, certifying that (i) attached thereto is a true, correct and complete copy of the Company's notice of redemption, dated as of April 13, 2016, in respect of the entire outstanding amount of the Company's 8.750% Second Lien Senior Secured Notes due 2018 (the "Second Lien Notes") to the holders of such notes in accordance with the terms of the Second Lien Indenture and that arrangements have been made for the satisfaction and discharge of the Second Lien Indenture as of the Closing Date and (ii) all of the Company's outstanding Indebtedness in respect of borrowed money under the Existing PQ Credit Agreement and the Existing Eco Credit Agreement shall be repaid on the Closing Date.

(l) *Governmental Authorizations, etc.* All consents, approvals and authorizations of, or registrations, filings or declarations with, any Governmental Authority required in connection with the execution, delivery and performance by the Company and each Guarantor of each Note Document to which it is a party shall have been obtained and are in full force and effect at Closing.

(m) *Consummation of the Reorganization.* The Reorganization shall have been consummated, in accordance with the terms and conditions of the Transaction Agreement, but without giving effect to any amendments, waivers or consents that are materially adverse to the interests of the holders of the Notes, without the consent of the Administrative Holders.

(n) *Receipt of Proceeds.* Substantially concurrently with the issuance of the Notes, the Company shall have received gross proceeds of at least $1.825 billion from the issuance or incurrence of the Term Facility and Secured Notes.

(o) *Revolving Credit Facility.* Not more than $75.0 million of loans shall be borrowed or otherwise outstanding pursuant to the Revolving Facility on the Closing Date.

(p) *Know Your Customer Deliverables.* You and the Agent shall have received, at least three Business Days prior to the Closing Date, all documentation and other information that you have requested or that is required by regulatory authorities under applicable "know your customer" and similar compliance procedures and under applicable anti-money-laundering rules and regulations, including, without limitation, the USA PATRIOT Act, and shall be reasonably satisfied with such information. You and the Agent each hereby confirm that you have received all documentation and information required pursuant to this clause.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to you and, in the case of Sections 5.1, 5.2 and 5.15, to the Agent that:

5.1. Organization; Power and Authority.

The Company is duly organized, validly existing and in good standing or equivalent status under the laws of its jurisdiction of organization, and is duly qualified as a foreign Person and is in good standing or equivalent status to transact business in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing or equivalent status would not, individually or in the aggregate,

reasonably be expected to have a Material Adverse Effect. The Company and each Guarantor has the requisite corporate power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact its business as now conducted. The Company and each Guarantor has the requisite power and authority to execute and deliver the Note Documents to which it is a party and to perform the provisions thereof.

5.2. Authorization, etc.

This Agreement and the other Note Documents have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes, and upon execution and delivery thereof each other Note Document will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

The Guarantee has been duly authorized by all necessary corporate, limited partnership or limited liability company action (as the case may be) on the part of each Guarantor and upon execution and delivery thereof will constitute the legal, valid and binding obligation of each Guarantor, enforceable against each Guarantor in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, fraudulent transfer, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. Disclosure.

As of the Closing Date, all written information (other than the Projections, other forward-looking information and information of a general economic or industry-specific nature) concerning Holdings, the Company and its Restricted Subsidiaries and the Transactions and that was included in the Offering Memorandum or otherwise prepared by or on behalf of Holdings or its subsidiaries or their respective representatives and made available to any Purchaser in connection with the Transactions on or before the Closing Date (the "Information"), when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time). Since December 31, 2015, there has been no change in the financial condition, results of operations or business of the Company and its Subsidiaries, taken as a whole, except for changes that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

5.4. Organization and Ownership of Shares of Subsidiaries; Affiliates.

(a) Schedule 5.4 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each subsidiary of Holdings and the ownership interest therein held by Holdings or its applicable subsidiary, and (b) the type of entity of Holdings and each of its subsidiaries. Except for those Subsidiaries listed in the definition of Unrestricted Subsidiary, each Subsidiary listed in Schedule 5.4 is designated as a Restricted Subsidiary of the Company.

(b) Each of Holdings and each Subsidiary identified in Schedule 5.4 is a corporation or other legal entity duly organized, validly existing and in good standing or equivalent status under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and is in good standing or equivalent status in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.5. Governmental Approvals; No Conflicts

The execution and delivery of the Note Documents by the Company and each Guarantor party thereto and the performance by the Company and each Guarantor thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate Requirements of Law applicable to the Company and each Guarantor which violation, in the case of this clause (b)(ii), would reasonably be expected to have a Material Adverse Effect and (c) will not violate, result in a default under or result in the imposition of the Lien under (i) the Secured Notes, (ii) Senior Credit Facilities, (iii) the certificate of incorporation, by-laws, operating agreement or other organizational document of the Company or such Guarantor or (iv) any other material Contractual Obligation to which the Company or such Guarantor is a party which violation, in the case of this clause (c)(iv), would reasonably be expected to result in a Material Adverse Effect.

5.6. Litigation; Observance of Agreements, Statutes and Orders

(a) Except as disclosed in the Offering Memorandum, there are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened in writing against or affecting Holdings, the Company or any Restricted Subsidiary or any property of Holdings, the Company or any Restricted Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(b) None of Holdings, the Company or any Restricted Subsidiary is in default under any term of any agreement or instrument to which it is a party or by which it is bound, or any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or is in violation of any applicable law, ordinance, rule or regulation (including without limitation Environmental Laws and the USA PATRIOT Act) of any Governmental Authority, which default or violation, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.7. Taxes.

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

5.8. Title to Property; Leases.

Holdings, the Company and its Restricted Subsidiaries have good, valid, and marketable title to or a valid leasehold interest in their respective properties that are necessary in the ordinary conduct of its business except for minor defects in title that do not materially interfere with its ability to conduct its business and to utilize such assets for its intended purposes and where the failure to have such title or other interest would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. None of Holdings, the Company or any Restricted Subsidiary is in default (and, to the knowledge of the Company, there is no event or condition that would constitute a default after notice, lapse of time, or both) under any lease, and to the knowledge of the Company, no counterparty is in default (and, to the knowledge of the Company, there is no event or condition that would constitute a default after notice, lapse of time, or both) under any lease except for any such defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All such properties and assets are owned free and clear of liens other than Permitted Liens.

5.9. Licenses, Permits, etc.

The Company and its Restricted Subsidiaries own or otherwise have a license or right to use all rights in Patents, Trademarks, Copyrights and other rights in works of authorship (including all copyrights embodied in software) and all other intellectual property rights ("IP Rights") used to conduct the businesses of the Company and its Restricted Subsidiaries as presently conducted without, to the knowledge of the Company, any infringement, misappropriation, dilution or other violation of the IP Rights of third parties, except to the extent such failure to own or license or have rights to use would not, or where such infringement or misappropriation, dilution or other violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.10. Compliance with ERISA.

(a) Each Plan is in compliance in form and operation with its terms and with ERISA and the Code and all other applicable laws and regulations, except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect.

(b) No ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

5.11. Private Offering by the Company.

Subject to the truth and accuracy of your representations and the representations of the Other Purchasers in Section 6, the offer, sale and issuance of the Notes as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and the qualification or registration requirements of applicable blue sky laws.

Neither the Company nor anyone acting on its behalf has offered the Notes or any similar securities for sale to, or solicited any offer to buy any of the same from, or otherwise approached or negotiated in respect thereof with, any person other than you and the Other Purchasers in a manner that would require the Notes to be registered under the Securities Act. Neither the Company nor anyone acting on its behalf (other than you and the Other Purchasers, as to which the Company makes no representation or warranty) has taken, or will take, any action that would subject the issuance or sale of the Notes to the registration requirements of Section 5 of the Securities Act.

None of the Company and the Guarantors, any of their respective Affiliates, or any person acting on any of their behalf (other than the Purchasers, as to whom the Company and the Guarantors make no representation or warranty) has engaged or will engage, in connection with the offering of the Notes, in any form of general solicitation or general advertising within the meaning of Rule 502 under the Securities Act. With respect to those Notes sold in reliance upon Regulation S, (i) none of the Company, the Guarantors, any of their respective Affiliates or any person acting on their behalf (other than the Purchasers, as to whom the Company and the Guarantors make no representation or warranty) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) the Company, the Guarantors and their respective Affiliates and any person acting on their behalf (other than the Purchasers, as to whom the Company and Guarantors make no representation or warranty) has complied and will comply with the offering restrictions set forth in Regulation S.

5.12. Use of Proceeds.

On the Closing Date, the Company will apply the proceeds of the sale of the Notes to (a) repay the outstanding principal amount of any loans (and accrued and unpaid interest, if any) under the Existing PQ Credit Agreement and the Existing Eco Credit Agreement, (b) pay fees and expenses associated with the transactions contemplated hereunder and (c) finance a portion of the Reorganization. On the Closing Date, the Company will cause the satisfaction and discharge of the Second Lien Indenture.

5.13. Labor Disputes.

Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against the Company or any of its Restricted Subsidiaries pending or, to the knowledge of the Company or any of its Restricted Subsidiaries, threatened and (b) the hours worked by and payments made to employees of the Company and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, local or foreign law dealing with such matters.

5.14. Federal Reserve Regulations.

No part of the proceeds of the sale of the Notes will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U or X.

5.15. Foreign Assets Control Regulations, etc.

(a) (i) None of Holdings, the Company nor any of its Restricted Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or Affiliate of any of the foregoing is a Sanctioned Person; and (ii) the Company will not directly or, to its knowledge, indirectly, use the proceeds of the Notes or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Sanctioned Person.

(b) To the extent applicable, the Company and each Guarantor is in compliance in all material respects with (i) Sanctions applicable to it, (ii) the USA PATRIOT Act and (iii) the Anti-Corruption Laws.

(c) No part of the proceeds of the Notes will be used, directly or, to the knowledge of the Company, indirectly, for any payments to any foreign governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to improperly obtain, retain or direct business or obtain any improper advantage, in violation of the Anti-Corruption Laws.

5.16. Investment Company Act.

Neither the Company nor any Restricted Subsidiary is an "investment company" as defined in, or is required to be registered under, the Investment Company Act of 1940, as amended.

5.17. Environmental Matters.

(a) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) neither the Company nor any of its Restricted Subsidiaries is subject to or has received notice of any Environmental Claim or any Environmental Liability or knows of any basis for any Environmental Liability of the Company or any of its Restricted Subsidiaries and (ii) neither the Company nor any of its Restricted Subsidiaries has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law.

(b) Neither the Company nor any of its Restricted Subsidiaries has treated, stored, transported or Released any Hazardous Materials on, at or from any location, including any current or former Facility, or has knowledge of any other Releases of Hazardous Materials at any current or former Facility, in either case in a quantity or manner that would reasonably be expected to either (i) require investigation, removal, or remediation under applicable Environmental Law, (ii) give rise to Environmental Liability, or (iii) interfere with the Company's or its Restricted Subsidiaries' continued operations, that would have a Material Adverse Effect.

5.18. Solvency of Guarantors.

As of the Closing Date, immediately after the consummation of the Transactions to occur on the Closing Date, (i) the sum of the debt (including contingent liabilities) of the Company and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Company and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the Company and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of the Company and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured; (iii) the capital of the Company and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Company and its Restricted Subsidiaries, taken as a whole, contemplated as of the Closing Date; and (iv) the Company and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liability meets the criteria for accrual under Statement of Financial Accounting Standards No. 5).

5.19. Compliance with Laws.

Each of Holdings, the Company and each of its Restricted Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

6. REPRESENTATIONS OF THE PURCHASERS.

6.1. Purchase for Investment.

(a) Each Purchaser represents that it is either (i) a QIB or (ii) an Accredited Investor and has such knowledge, skill, sophistication and experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Notes.

(b) Each Purchaser represents that it is purchasing the Notes solely for its own account or for one or more separate accounts maintained by it or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of its or their property shall at all times be within its or their control. Each Purchaser understands that the Notes have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by law, and that the Company is not required to register the Notes. Such Purchaser agrees to the placement of a legend on certificates representing the Notes to that effect.

6.2. Restricted Securities.

(a) Each Purchaser and each subsequent holder of any Note, by its acceptance thereof, agrees to offer, sell or otherwise transfer (including, without limitation, by pledge or hypothecation) such Note only to (a) the Company or any of its Subsidiaries; or (b) to an Institutional Accredited Investor that is purchasing the Note for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act.

(b) Each Purchaser understands that the exemption from registration afforded by Rule 144 (the provisions of which are known to such Purchaser) promulgated under the Securities Act depends on the satisfaction of various conditions, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts.

(c) Except as disclosed to the Company, the Purchasers did not employ any broker or finder in connection with the transactions contemplated in this Agreement and no fees or commissions are payable to the Purchasers except as otherwise provided for in this Agreement.

7. INFORMATION AS TO COMPANY.

7.1. Financial and Business Information.

The Company will deliver to the Agent (for delivery to each holder of Notes other than, in the case of any holder that has notified the Agent that it does not wish to receive the budget delivered pursuant to Section 7.1(d), the budget):

(a) *Quarterly Statements*—within 45 days after the end of each quarterly fiscal period in each fiscal year of the Company (other than the last quarterly fiscal period of each such fiscal year) or, with respect to the fiscal periods ended June 30, 2016 and September 30, 2016, within 60 days after the end thereof, duplicate copies of,

(i) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter,

(ii) consolidated statements of income of the Company and its Subsidiaries for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

(iii) consolidated statements of cash flows of the Company and its Subsidiaries for such quarter or (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally; in addition, such financial statements shall be accompanied by a "Management's Discussion and Analysis of Financial Condition and Results of Operation" describing significant factors resulting in changes during such fiscal quarter from the previous fiscal quarter; and

(iv) a presentation of EBITDA of the Company in the form provided to the holders of the Secured Notes.

(b) *Annual Statements*—within 90 days after the end of each fiscal year of the Company (or, with respect to the fiscal year ended December 31, 2016, within 120 days after the end thereof), duplicate copies of,

(i) a consolidated balance sheet of the Company and its Subsidiaries, as at the end of such year, and

(ii) consolidated statements of income, changes in shareholders' equity and cash flows of the Company and its Subsidiaries, for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion of independent certified public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances, and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (except for any such qualification pertaining to the impending maturity of any Indebtedness within twelve months of the relevant audit); in addition, such financial statements shall be accompanied by a "Management's Discussion and Analysis of Financial Condition and Results of Operation" describing significant factors resulting in changes during such fiscal year from the previous fiscal year; and

(iii) a presentation of EBITDA of the in the form provided to holders of the Secured Notes.

(c) *Unrestricted Subsidiaries*—if, at the time of delivery of any financial statements pursuant to Section 7.1(a) or (b), Unrestricted Subsidiaries account for more than 10% of (i) Consolidated Total Assets or (ii) the consolidated revenues of the Company and its Subsidiaries reflected in the consolidated statement of income included in such financial statements, an unaudited balance sheet for all Unrestricted Subsidiaries taken as whole as at the end of the fiscal period included in such financial statements and the related unaudited statements of income, stockholders' equity and cash flows for such Unrestricted Subsidiaries for such period, together with consolidating statements reflecting all eliminations or adjustments necessary to reconcile such group financial statements to the consolidated financial statements of the Company and its Subsidiaries, shall be delivered together with the financial statements required pursuant to Sections 7.1(a) and (b);

(d) *Budget*—as soon as available, and in any event no later than 90 days after the commencement of each fiscal year of the Company, a consolidated financial plan and forecast for each fiscal quarter of such fiscal year (including budgeted statements of income for the

Company and its Restricted Subsidiaries on a consolidated basis and sources and uses of cash and balance sheets), with appropriate presentation and discussion in reasonable detail of the principal assumptions upon which such budget is based;

(e) *SEC and Other Reports*—promptly upon their becoming available and, as applicable, within five Business Days of the occurrence of the event required to be therein reported, one copy of (i) each financial statement, report, notice of an event of default or proxy statement or similar statement sent by the Company or any Subsidiary to public securities holders generally, to holders of the Secured Notes or to holders of the Existing Senior Notes or to lenders party to its credit facilities, and (ii) each regular or periodic report, each effective registration statement other than registration statements on Form S-8 (without exhibits except as expressly requested by such holder), and each final prospectus and all amendments thereto filed by the Company or any Subsidiary with the SEC and of all press releases and other statements made available generally by the Company or any Subsidiary to the public concerning developments that are Material, including, for so long as the Notes are not freely transferable under the Securities Act, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act;

(f) *Notice of Default or Event of Default*—promptly, and in any event within five days after a Responsible Officer becoming aware of the existence of any Default or Event of Default, a written notice to the Agent specifying the nature and period of existence thereof and what action the Company is taking or proposes, to the extent known, to take with respect thereto; and

(g) *ERISA Matters*—Promptly upon any Responsible Officer of the Company becoming aware of the occurrence of any ERISA Event that would reasonably be expected to have a Material Adverse Effect, a written notice to the Agent specifying the nature thereof.

Notwithstanding the foregoing, the financial statements, information and other documents required to be provided in Section 7.1, may be those of Holdings or any other direct or indirect parent of the Company, provided that if the financial information relates to such direct or indirect parent of the Company, the same is accompanied by consolidating information that summarizes in reasonable detail the differences between the information of such parent, on the one hand, and the information relating to the Company on a standalone basis, on the other hand. The Company will be deemed to have furnished the reports, information and notices referred to in this Section 7.1 if the Company, Holdings or any direct or indirect parent thereof has filed reports containing such information with the SEC or by posting such reports, information and notices on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgement.

7.2. Officer's Certificate.

Each set of financial statements delivered to a holder of Notes pursuant to Section 7.1(b) shall be accompanied by a certificate of a Senior Financial Officer setting forth (which, in the case of electronic delivery of any such financial statements, shall be by separate concurrent delivery of such certificate to each holder of Notes and to the Agent), a statement that such officer has reviewed the relevant terms hereof and has made, or caused to be made, under his or

her supervision, a review of the transactions and conditions of the Company and its Subsidiaries from the beginning of the annual period covered by the statements then being furnished to the date of the certificate and that such review shall not have disclosed the existence during such period of any condition or event that constitutes a Default or an Event of Default or, if any such condition or event existed or exists (including any such event or condition resulting from the failure of the Company or any Subsidiary to comply with any Environmental Law), specifying the nature and period of existence thereof and what action the Company shall have taken or proposes to take with respect thereto.

7.3. Inspection.

The Company will, and will cause each of its Restricted Subsidiaries to, permit any authorized representative designated by any of the holders of the Notes that is an Institutional Accredited Investor to visit and inspect any of the properties of the Company and any of its Restricted Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its and their respective financial and accounting records, and to discuss its and their respective affairs, finances and accounts with its and their Responsible Officers and independent public accountants (provided that the Company (or any of its subsidiaries) may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice and at reasonable times during normal business hours; provided that, excluding such visits and inspections during the continuation of an Event of Default, (x) such representative shall not exercise such rights more often than one time during any calendar year and (y) only one such time per calendar year shall be at the expense of the Company; provided further that when an Event of Default exists, the representative may do any of the foregoing at the expense of the Company at any time during normal business hours and upon reasonable advance notice; provided further that, notwithstanding anything to the contrary herein, neither the Company nor any Restricted Subsidiary shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Company and its subsidiaries and/or any of its customers and/or suppliers, (ii) in respect of which disclosure to the representative or any holder of the Notes that is an Institutional Accredited Investor (or any of their respective representatives or contractors) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

7.4. Board Observer Right.

Until the earlier of (a) the consummation of an initial public offering or (b) such time as GSO Capital Partners LP together with its affiliates collectively ceases to hold at least 50% of the Notes acquired by GSO Capital Partners LP on the Closing Date, the Company will invite a representative or designee of GSO Capital Partners LP, who will be an officer or employee of GSO Capital Partners LP or a controlled affiliate thereof other than a portfolio company (an "Observer"), to attend all meetings of its Board of Directors in a nonvoting observer capacity and, in this respect, will give such Observer copies of all notices, minutes, consents and other materials that it provides to its directors; provided, however, that (i) such Observer shall have a duty of confidentiality to the Company comparable to such duty of a director of the Company; (ii) that the Company reserves the right to withhold any information and to exclude such

Observer from any meeting or portion thereof (a) if GSO Capital Partners LP or its Observer owns (or has the contractual right to acquire) a material interest in an entity that derives a majority of its revenue from activities that are directly competitive with the business of the Company and its affiliates; or (b) if the information being discussed at such meetings or portions thereof, or included in such materials, relates to the strategy, negotiating positions or similar matters relating to the relationship of the Company or any of its Affiliates, on the one hand, with GSO Capital Partners LP or its Observer or any of their respective Affiliates, on the other hand, and (iii) any information received by such Observer solely in its capacity as such may not be shared with any prospective purchasers of the Notes or any other holder unless otherwise publicly disclosed by the Company or with the prior written consent of the Company or the Board.

8. PREPAYMENT OF THE NOTES.

8.1. Required Prepayments; Maturity.

No regularly scheduled prepayments are due on the Notes prior to their stated maturity and the entire unpaid principal balance of the Notes shall be due and payable on the stated maturity thereof.

8.2. Optional Prepayments; Acceleration of the Notes

(a) The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of the Notes, at a prepayment price equal to:

(i) prior to the second anniversary of the Closing Date, 100% of the principal amount so prepaid, plus the Make-Whole Amount determined for the prepayment date with respect to such principal amount, plus accrued and unpaid interest thereon as of the date of prepayment and if such prepayment occurs on any date other than an Interest Payment Date, the Breakage Amount, if any; provided, however, that the Company may, on one or more occasions, at any time during such period, redeem up to 50% of the aggregate principal amount of outstanding Notes as of the Closing Date, at a redemption price equal to 106% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to the date of redemption (subject to the rights of holders of Notes on the relevant record date to receive interest on the relevant interest payment date), in an amount not to exceed the net proceeds from a registered public sale of (a) common stock or preferred stock of the Company by the Company (other than to a Subsidiary of the Company) or (b) the common stock or preferred stock of a direct or indirect parent entity of the Company (other than to the Company or a Subsidiary of the Company) to the extent that the net proceeds thereof are contributed to the Company (collectively, an "Equity Offering") by the Company, provided that: (1) at least 50% of the aggregate principal amount of Notes as of the Closing Date (excluding Notes held by the Company and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and (2) the redemption occurs within 45 days of the date of the closing of such Equity Offering;

(ii) during the period commencing on the second anniversary of the Closing Date and ending on the day prior to the third anniversary thereof, 106% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment;

(iii) during the period commencing on the third anniversary of the Closing Date and ending on the day prior to the fourth anniversary thereof, 103% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment;

(iv) during the period commencing on the fourth anniversary of the Closing Date and ending on the day prior to the fifth anniversary thereof, 101% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment; and

(v) from the fifth anniversary of the Closing Date, 100% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment,

(b) The Company will give each holder of Notes to be prepaid (with a copy to the Agent) written notice of each optional prepayment under this Section 8.2 not less than 20 days and not more than 60 days prior to the date fixed for such prepayment. Each such notice shall specify such date, the aggregate principal amount of Notes to be prepaid on such date, the principal amount of each Note held by such holder to be prepaid (determined in accordance with Section 8.5), and the interest to be paid on the prepayment date with respect to such principal amount being prepaid, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount, if applicable, due in connection with such prepayment (calculated as if the date of such notice were the date of the prepayment), setting forth the details of such computation. Two Business Days prior to such prepayment, if applicable, the Company shall deliver to each holder of Notes (with a copy to the Agent) being prepaid a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount, if applicable, as of the specified prepayment date.

(c) In the event of any acceleration of the Notes in accordance with Section 12.1, including any acceleration occurring automatically under Section 12.1(a) as a result of the occurrence of an Event of Default under Section 11(i) or 11(j), any repayment of the Notes shall be made at the prepayment price applicable to optional prepayments in accordance with Section 8.2(a) as if such repayment were an optional prepayment made on the date of such acceleration.

8.3. Mandatory Offer to Prepay Upon Change of Control.

(a) *Notice of Change of Control or Control Event*- The Company will, within 10 Business Days after any Responsible Officer has knowledge of the occurrence of any Change of Control or Control Event, give notice of such Change of Control or Control Event to the Agent (who shall deliver such notice to each holder of Notes). If a Change of Control has occurred, such notice shall contain and constitute an offer to prepay Notes as described in Section 8.3(b) and shall be accompanied by the certificate described Section 8.3(f).

(b) *Offer to Prepay Notes*—The offer to prepay Notes contemplated by Sections 8.3(a) shall be an offer to prepay, in accordance with and subject to this Section 8.3, all, but not less than all, of the Notes held by each holder (in this case only, "holder" in respect of any Note registered in the name of a nominee for a disclosed beneficial owner shall mean such beneficial owner) on a date specified in such offer (the "Proposed Prepayment Date").

(c) *Acceptance; Rejection*—A holder of Notes may accept the offer to prepay made pursuant to this Section 8.3 by causing a notice of such acceptance to be delivered to the Company and the Agent on or before the date specified in an officer's certificate pursuant to Section 8.3(f). Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 10 Business Days. A failure by a holder of Notes to respond to an offer to prepay made pursuant to this Section 8.3, or to accept an offer as to all of the Notes held by the holder, within such time period shall be deemed to constitute rejection of such offer by such holder.

(d) *Prepayment*—Prepayment of the Notes to be prepaid pursuant to this Section 8.3 shall be at a prepayment price equal to:

(i) if the Change of Control or Control Event occurs prior to the second anniversary of the Closing Date, 100% of the principal amount so prepaid, plus the Make-Whole Amount determined for the prepayment date with respect to such principal amount, plus accrued and unpaid interest thereon as of the date of prepayment and if such prepayment occurs on any date other than an Interest Payment Date, the Breakage Amount, if any; and

(ii) if the Change of Control or Control Event occurs on or after the second anniversary of the Closing Date:

(1) during the period commencing on the second anniversary of the Closing Date and ending on the day prior to the third anniversary thereof, 106% of the principal amount so prepaid, plus accrued and unpaid interest thereon as at the date of prepayment;

(2) during the period commencing on the third anniversary of the Closing Date and ending on the day prior to the fourth anniversary thereof, 103% of the principal amount so prepaid, plus accrued and unpaid interest thereon as at the date of prepayment;

(3) during the period commencing on the fourth anniversary of the Closing Date and ending on the day prior to the fifth anniversary thereof, 101% of the principal amount so prepaid, plus accrued and unpaid interest thereon as at the date of prepayment; and

(4) from the fifth anniversary of the Closing Date, 100% of the principal amount so prepaid, plus accrued and unpaid interest thereon as at the date of prepayment.

The prepayment shall be made on the Proposed Prepayment Date except as provided in Section 8.3(f).

(e) *Deferral Pending Change of Control*– The Company shall be permitted to make the offer to purchase in advance and conditioned upon the Change of Control. The obligation of the Company to prepay Notes pursuant to the offers required by Section 8.3(a) and accepted in accordance with Section 8.3(c) is subject to the occurrence of the Change of Control in respect of which such offers and acceptances shall have been made. In the event that such

Change of Control does not occur on or prior to the Proposed Prepayment Date in respect thereof, the prepayment shall be deferred until and shall be made on the date on which such Change of Control occurs. The Company shall keep each holder of Notes and the Agent reasonably and timely informed of (i) any such deferral of the date of prepayment, (ii) the date on which such Change of Control and the prepayment are expected to occur, and (iii) any determination by the Company that efforts to effect such Change of Control have ceased or been abandoned (in which case the offers and acceptances made pursuant to this Section 8.3 in respect of such Change of Control shall be deemed rescinded). Notwithstanding the foregoing, in the event that the prepayment has not been made within 90 days after such Proposed Prepayment Date by virtue of the deferral provided for in this Section 8.3(f), the Company shall make a new offer to prepay in accordance with Section 8.3(b).

(f) *Officer's Certificate*—Each offer to prepay the Notes pursuant to this Section 8.3 shall be accompanied by a certificate, executed by a Senior Financial Officer of the Company and dated the date of such offer, specifying: (i) the Proposed Prepayment Date, (ii) that such offer is made pursuant to this Section 8.3, (iii) the principal amount of each Note offered to be prepaid, (iv) the interest that would be due on each Note offered to be prepaid, accrued to the Proposed Prepayment Date, (v) that the conditions of this Section 8.3 have been fulfilled, (vi) in reasonable detail, the nature and date or proposed date of the Change of Control, (vii)(x) in the event the Change of Control occurred during the period specified in Section 8.3(d)(i), a calculation of the estimated prepayment price (calculated as if the date of such notice were the date of prepayment) setting forth the details such computation and (y) in the event the Change of Control occurred during the periods specified in Section 8.3(d)(ii), the amount of the prepayment premium and (viii) the date by which any holder of a Note that wishes to accept such offer must deliver notice thereof to the Company and the Agent, which date shall not be earlier than three Business Days prior to the Proposed Prepayment Date.

8.4. Mandatory Offer to Prepay Upon Disposition of Certain Assets

(a) *Offer to Prepay Notes*. Any Net Proceeds from any Asset Sale that are not invested or applied as provided and within the time period set forth in the provisions of Section 10.7 (it being understood that any portion of such Net Proceeds used to make an offer to purchase Notes, as described in Section 10.7(b)(i), will be deemed to have been invested whether or not such offer is accepted) will be deemed to constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $40.0 million, the Company shall make an offer to all holders and, at the option of the Company, to any holders of any Indebtedness that is *pari passu* with the Notes ("*Pari Passu* Indebtedness") (an "Asset Sale Offer"), to purchase the maximum aggregate principal amount of the Notes and such*Pari Passu* Indebtedness that is at least $2,000 and an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, or 100% of the accreted value thereof, if less, plus accrued and unpaid interest, if any, (or, in respect of such *Pari Passu* Indebtedness, such lesser price, if any, as may be provided for by the terms of such *Pari Passu* Indebtedness) to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in this Agreement. The Company will commence an Asset Sale Offer with respect to Excess Proceeds within thirty Business Days after the date that Excess Proceeds exceed $40.0 million by sending a notice which shall contain all instructions and materials necessary to enable such Holder to tender Notes pursuant to the Asset Sale Offer. The

Company may satisfy the foregoing obligation with respect to such Net Proceeds by making an Asset Sale Offer prior to the expiration of the 365-day period provided in Section 10.7 (an "Advance Offer") with respect to all or a portion of the available Net Proceeds (the "Advance Portion") in advance of being required to do so by this Agreement or with respect to Excess Proceeds of $40.0 million or less..

(b) *Acceptance; Rejection.* A holder of Notes may accept any offer to prepay made pursuant to this Section 8.4 by causing a notice of such acceptance to be delivered to the Company and the Agent on or before the date specified by the Company. Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 10 Business Days. A failure by a holder of Notes to (1) respond to an offer to prepay made pursuant to this Section 8.4 or (2) accept such offer, in each case, within such time period shall be deemed to constitute rejection of such offer in its totality by such holder of Notes. Any holder of Notes that accepts such offer shall be deemed to have agreed to the prepayment of Notes in accordance with the following Section 8.4(c).

(c) *Prepayment*. Prepayment of the principal amount of Notes to be prepaid pursuant to this Section 8.4 shall be at a prepayment price equal to 100% of the principal amount so prepaid, plus accrued and unpaid interest thereon as of the date of prepayment. Such prepayment shall be made on the date specified in the offer described in Section 8.4(a). The amount of any such prepayment shall be allocated ratably among those holders opting to be prepaid in accordance with the percentage that the Notes held by such holders constitute of the Notes then outstanding.

8.5. Allocation of Partial Prepayments.

In the case of each partial prepayment of Notes pursuant to Section 8.2, the principal amount of the Notes to be prepaid shall be allocated among all of the Notes at the time outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore called for prepayment.

8.6. Maturity; Surrender, etc.

In the case of each prepayment of Notes pursuant to this Section 8, the principal amount of each Note to be prepaid shall mature and become due and payable on the date fixed for such prepayment, together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount, if any, and if such payment occurs on any date other than an Interest Payment Date, the Breakage Amount, if any, or other premium, if any. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest, Make-Whole Amount, if any, and other premium, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Note paid or prepaid in full, after such payment and upon the written request of the Company, shall be surrendered to the Company and canceled and shall not be reissued, and no Note shall be issued in lieu of any prepaid principal amount of any Note.

After the redemption date, upon surrender of the Notes to be redeemed in part only, a new note or notes in principal amount equal to the unredeemed portion of the original Notes representing the same Indebtedness to the extent not redeemed shall be issued in the name of the holder of the notes upon cancellation of the original Notes.

8.7. Purchase of Notes.

The Company will not and will not permit any Affiliate to purchase, redeem, prepay or otherwise acquire, directly or indirectly, any of the outstanding Notes except (a) upon the payment or prepayment of the Notes in accordance with the terms of this Agreement and the Notes or (b) pursuant to an offer to purchase made by the Company or an Affiliate pro rata to the holders of any series of Notes at the time outstanding upon the same terms and conditions (it being agreed that the Company may purchase Notes from accepting holders pursuant to such offer on a non pro-rata basis to the extent the offer is not accepted by all holders). Any such offer shall provide each holder with sufficient information to enable it to make an informed decision with respect to such offer, and shall remain open for at least 10 Business Days. The Company shall provide the Agent notice of any such offer on or before the date such offer is made by the Company or an Affiliate. If the holders of more than 50% of the principal amount of the Notes then outstanding accept such offer, the Company shall promptly notify the remaining holders of such fact and the expiration date for the acceptance by holders of Notes of such offer shall be extended by the number of days necessary to give each such remaining holder at least 5 Business Days from its receipt of such notice to accept such offer. The Company will promptly cancel all Notes acquired by the Company or any Affiliate pursuant to any payment, prepayment or purchase of Notes pursuant to any provision of this Agreement (and notify Agent of the same) and no Notes may be issued in substitution or exchange for any such Notes.

8.8. Make-Whole Amount.

The term "Make-Whole Amount" means, with respect to any Note, an amount equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments through the second anniversary of the Closing Date with respect to the Called Principal of such Note over the amount of such Called Principal and accrued interest in respect of such Called Principal, provided that the Make-Whole Amount may in no event be less than zero. For the purposes of determining the Make-Whole Amount, the following terms have the following meanings:

"Called Principal" means, with respect to any Note, the principal of such Note that is to be prepaid pursuant to Section 8.2 or 8.3, if applicable, or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

"Discounted Value" means, with respect to the Called Principal of any Note, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Notes is payable) equal to the Reinvestment Yield with respect to such Called Principal.

"Reinvestment Yield" means, with respect to the Called Principal of any Note, 0.50% over the yield to maturity implied by the yield(s) reported as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called

Principal, on the display designated as "Page PX1" (or such other display as may replace Page PX1) on Bloomberg Financial Markets for the most recently issued actively traded on-the-run U.S. Treasury securities ("Reported") having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. If there are no such U.S. Treasury securities Reported having a maturity equal to such Remaining Average Life, then such implied yield to maturity will be determined by (a) converting U.S. Treasury bill quotations to bond equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between the yields Reported for the applicable most recently issued actively traded on-the-run U.S. Treasury securities with the maturities (1) closest to and greater than such Remaining Average Life and (2) closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

If such yields are not Reported or the yields Reported as of such time are not ascertainable (including by way of interpolation), then "Reinvestment Yield" means, with respect to the Called Principal of any Note, 0.50% over the yield to maturity implied by the U.S. Treasury constant maturity yields reported, for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for the U.S. Treasury constant maturity having a term equal to the Remaining Average Life of such Called Principal as of such Settlement Date. If there is no such U.S. Treasury constant maturity having a term equal to such Remaining Average Life, such implied yield to maturity will be determined by interpolating linearly between (1) the U.S. Treasury constant maturity so reported with the term closest to and greater than such Remaining Average Life and (2) the U.S. Treasury constant maturity so reported with the term closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Note.

"Remaining Average Life" means, with respect to any Called Principal, the number of years obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years, computed on the basis of a 360-day year composed of twelve 30-day months and calculated to two decimal places, that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Note, all payments of such Called Principal and interest thereon and premium that would be due after the Settlement Date and on or before the second anniversary of the Closing Date with respect to such Called Principal if the Called Principal were prepaid on such second anniversary in accordance with Section 8.2, it being understood that the amounts of succeeding interest payments cannot be ascertained with certainty at such time, provided that if such Settlement Date is not a date on which interest payments are due to be made under the Notes, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 8.6 or Section 12.1. Each determination of the Make-Whole Amount by the Company shall separately show a calculation of the succeeding interest payments used in determining the Remaining Scheduled Payments. If within two Business Days after receiving notice of such

determination of the Make-Whole Amount by the Company, the Administrative Holders dispute the Company's estimate of such succeeding interest payments, and so notifies the Company, the Company will request the principal London office of each of the Reference Banks to provide estimates of the amounts of such succeeding interest payments. If at least two such estimates are provided, each succeeding interest payment used in determining the Remaining Scheduled Payments shall be deemed to be the arithmetic mean of the interest payments as so determined by such Reference Banks.

"Settlement Date" means, with respect to the Called Principal of any Note, the date on which such Called Principal is to be prepaid pursuant to Section 8.2 or 8.3, if applicable, or has become or is declared to be immediately due and payable pursuant to Section 12.1, as the context requires.

9. AFFIRMATIVE COVENANTS.

The Company covenants that from the Closing Date and for so long as any of the Notes are outstanding:

9.1. Compliance with Law.

The Company will, and will cause its Restricted Subsidiaries to, comply with the requirements of (i) OFAC and the FCPA and (ii) all applicable laws, rules, regulations and orders of any Governmental Authority (including ERISA, all Environmental Laws and the USA PATRIOT Act), except, in the case of clause (ii), to the extent the failure to so comply would not reasonably be expected to have a Material Adverse Effect.

9.2. Insurance.

The Company will, and will cause each Restricted Subsidiary to, maintain, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

9.3. Maintenance of Properties.

The Company will, and will cause its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of the Company and its Restricted Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as expressly permitted by this Agreement or where the failure to maintain such properties or make such repairs, renewals or replacements would not reasonably be expected to have a Material Adverse Effect.

9.4. Payment of Taxes and Claims.

The Company will, and will cause each Restricted Subsidiary to, (A) timely file all U.S. federal income tax returns, (B) timely file all other tax returns required to be filed in any jurisdiction, except any returns the non-filing of which would not reasonably be expected to have a Material Adverse Effect, and (C) pay and discharge all taxes shown to be due and payable on such returns and all other taxes, assessments, governmental charges, or levies imposed on them or any of their properties, assets, income or franchises, to the extent such taxes and assessments have become due and payable and before they have become delinquent and all claims for which sums have become due and payable that have or might become a Lien on properties or assets of the Company or any Restricted Subsidiary, provided that neither the Company nor any Subsidiary need pay any such tax or assessment or claims if (i) the amount, applicability or validity thereof is contested by the Company or such Restricted Subsidiary on a timely basis in good faith and in appropriate proceedings, and the Company or a Restricted Subsidiary has established adequate reserves therefor in accordance with GAAP on the books of the Company or such Restricted Subsidiary or (ii) the nonpayment of all such taxes and assessments in the aggregate would not reasonably be expected to have a Material Adverse Effect.

9.5. Existence, etc.

Subject to Section 10.4, the Company will at all times preserve and keep in full force and effect its existence. Subject to Sections 10.4 and 10.7, the Company will at all times preserve and keep in full force and effect the corporate, partnership or limited liability company existence of each of its Restricted Subsidiaries (unless merged into the Company or a Restricted Subsidiary) and all rights and franchises of the Company and its Restricted Subsidiaries unless, in the good faith judgment of the Company, the termination of or failure to preserve and keep in full force and effect such corporate, partnership or limited liability company existence, right or franchise would not, individually or in the aggregate, have a Material Adverse Effect.

9.6. Additional Subsidiary Guarantors.

The Company will not permit (i) any of its Restricted Subsidiaries that guarantees any Indebtedness under the Revolving Facility (other than any Foreign Subsidiary guaranteeing Foreign Subsidiary obligations thereunder), the Term Loan Credit Agreement, the Unsecured Notes or (ii) any of its Restricted Subsidiaries to guarantee any Indebtedness under any other syndicated bank or capital markets Indebtedness of the Company in an aggregate principal amount in excess of $50 million, unless such Restricted Subsidiary within 30 days enters into the Subsidiary Guarantee within 30 days and as a part thereof to deliver to each of the holders a copy of an executed joinder to the Guarantee.

9.7. Ranking of Notes.

The Notes and the Company's obligations under this Agreement will rank at least*pari passu* in right of payment with all of the Company's unsecured Senior Indebtedness outstanding as of the Closing Date; provided, that, during any period that the Senior Credit Facilities and the Secured Notes or any other Indebtedness with a principal amount in excess of $1.825 billion outstanding as of the Closing Date is secured, the Notes and the Company's obligations under

this Agreement will rank at least *pari passu* in right of payment with all of the Company's obligations under the Senior Credit Facilities and the Secured Notes or such other applicable documents governing such other Indebtedness.

9.8. Books and Records.

The Company will, and will cause its Restricted Subsidiaries to, maintain proper books of record and account containing entries of all material financial transactions and matters involving the assets and business of the Company and its Restricted Subsidiaries that are full, true and correct in all material respects and permit the preparation of consolidated financial statements in accordance with GAAP.

9.9. Use of Proceeds.

On the Closing Date, the Company will apply a portion of the proceeds of the sale of the Notes to (i) repay the outstanding principal amount of any loans (and accrued and unpaid interest, if any) under the Existing PQ Credit Agreement and the Existing Eco Credit Agreement, (ii) satisfy and discharge the Company's obligations under Second Lien Indenture, (iii) pay fees and expenses associated with the transactions contemplated hereunder and (iv) finance a portion of the Reorganization.

9.10. Environmental Reporting Requirements.

Promptly upon, and in any event within 10 Business Days after, the Company or any Restricted Subsidiary obtains knowledge thereof, the Company will provide the Agent notice of one or more of the following environmental matters to the extent any of the following would reasonably be expected to have a Material Adverse Effect: (i) any pending or threatened in writing Environmental Claim against the Company or any Restricted Subsidiary or any of their owned, leased, or operated real property; (ii) any condition or occurrence on or arising from any real property owned, leased, or operated by the Company or any Restricted Subsidiary that (A) results in noncompliance by the Company or any Restricted Subsidiary with any applicable Environmental Law or (B) would reasonably be expected to form the basis of an Environmental Claim against the Company, any Restricted Subsidiary, or their owned, leased, or operated real property; (iii) any condition or occurrence on any of the Company's, or any Restricted Subsidiary's, owned, leased, or operated real property that would reasonably be expected to cause such real property to be subject to any restrictions on the ownership, occupancy, use or transferability by the Company or any Restricted Subsidiary under any Environmental Law; and (iv) the taking of any removal or remedial action in response to the actual or alleged presence of any Hazardous Material on any real property owned, leased or operated by the Company or any Restricted Subsidiary as required by any Environmental Law or any Governmental Authority. All such notices shall describe in reasonable detail the nature of the Environmental Claim, the Company's or any Restricted Subsidiary's response thereto, and their potential exposure in Dollars with respect thereto.

10. NEGATIVE COVENANTS.

The Company covenants that from the Closing Date and for so long as any of the Notes are outstanding:

10.1. Limitation on Restricted Payments.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or any distribution on account of the Company's, or any of its Restricted Subsidiaries' Equity Interests (in each case, solely in such Person's capacity as holder of such Equity Interests), including any dividend or distribution payable in connection with any merger or consolidation other than:

(1) dividends or distributions by the Company payable solely in Equity Interests (other than Disqualified Stock) of the Company or any direct or indirect parent of the Company; or

(2) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Company or a Restricted Subsidiary receives at least its *pro rata* share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(ii) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Company or any direct or indirect parent of the Company, including in connection with any merger or consolidation, in each case held by Persons other than the Company or a Restricted Subsidiary;

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness of the Company or a Guarantor, other than:

(1) Indebtedness permitted under Sections 10.2(b)(vii) and (b)(viii); or

(2) the payment, redemption, repurchase, defeasance, acquisition or retirement for value of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase, defeasance, acquisition or retirement; or

(iv) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of such Restricted Payment:

(1) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) immediately after giving effect to such transaction on a*pro forma* basis, the Company would incur $1.00 of additional Indebtedness under the provisions of Section 10.2(a); and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Closing Date (excluding Restricted Payments made by Section 10.1(b) other than Sections 10.1(b)(i) and (b)(ix) thereof), is less than the sum of (without duplication):

(A) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) beginning on the first day of the fiscal quarter of the Company during which the Closing Date occurs to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; *plus*

(B) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by the Company since the Closing Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 10.2(b)(xii)(a)) from the issue or sale of: (i) (A) Equity Interests of the Company, including Treasury Capital Stock (as defined below), but excluding cash proceeds and the fair market value, as determined in good faith by the Company, of marketable securities or other property received from the sale of: (x) Equity Interests to any future, present or former employee, officer, director, member of management or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any direct or indirect parent company of the Company and the Company's Subsidiaries since the Closing Date to the extent such amounts have been applied to Restricted Payments made in accordance with Section 10.1(b)(iv); and (y) Designated Preferred Stock; and (B) to the extent such net cash proceeds or other property are actually contributed to the Company, Equity Interests of the Company's direct or indirect parent companies (excluding contributions of the proceeds from the sale of Designated Preferred Stock of such companies or contributions to the extent such amounts have been applied to Restricted Payments made in accordance with Section 10.1(b)(iv)); or (ii) debt of the Company or any Restricted Subsidiary that has been converted into or

exchanged for Equity Interests of the Company or its direct or indirect parent companies; *provided, however*, that this clause (ii) shall not include the proceeds from (W) Refunding Capital Stock (as defined below), (X) Equity Interests or convertible debt securities of the Company sold to a Restricted Subsidiary, (Y) Disqualified Stock or debt securities that have been converted into Disqualified Stock or (Z) Excluded Contributions; *plus*

(C) 100% of the aggregate amount of cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property contributed to the capital of the Company following the Closing Date other than (X) net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness or issue Disqualified Stock or Preferred Stock pursuant to Section 10.2(b)(xii)(a), (Y) by a Restricted Subsidiary and (Z) from any Excluded Contributions; *plus*

(D) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by the Company or a Restricted Subsidiary by means of: (I) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of Restricted Investments made by the Company or its Restricted Subsidiaries, repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries, repayments of loans or advances, releases of guarantees, which constitute Restricted Investments by the Company or its Restricted Subsidiaries, return of capital, income, profits and other amounts realized as a return or Investment from any Restricted Investment by the Company or its Restricted Subsidiaries, in each case since the Closing Date; or (II) the sale or other distribution (other than to the Company or a Restricted Subsidiary) of the Equity Interests of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than in each case to the extent the Investment in such Unrestricted Subsidiary was made by the Company or a Restricted Subsidiary pursuant to Section 10.1(b)(vii) or to the extent such Investment constituted a Permitted Investment) or a dividend or distribution from an Unrestricted Subsidiary since the Closing Date; *plus*

(E) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary after the Closing Date, the fair market value of the Investment of the Company or the Restricted Subsidiary in such Unrestricted Subsidiary (or the assets transferred), as determined by the Company in good faith or, if such fair market value may exceed $30.0 million, by the Board of Directors (or similar governing body) of the Company, a copy of the resolution of which with respect thereto will be delivered to the Agent at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger, amalgamation, consolidation or transfer of assets other than to the extent such Investment constituted a Permitted Investment; plus

(F) in the event the Company or any Restricted Subsidiary of the Company makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary of the Company, an amount equal to the fair market value of the existing Investment in such Person, to the extent such existing Investment constituted a Restricted Investment or was made pursuant to this Section 10.1(a) or Section 10.1(b) (other than Section 10.1(b)(xi) after the Issue Date; plus

(G) $100.0 million, provided that this clause (G) shall not be available for any Restricted Payment within the meaning of Section 10.1(a)(i) or Section 10.1(a)(ii).

(b) The foregoing provisions will not prohibit:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or other distribution or giving of the redemption notice, as the case may be, if at the date of declaration or distribution such dividend, distribution or redemption payment would have complied with the provisions of this Agreement (assuming, in the case of a redemption payment, the giving of the notice would have been deemed a Restricted Payment at such time and such deemed Restricted Payment would have been permitted at such time);

(ii) (a) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("Treasury Capital Stock") or Subordinated Indebtedness of the Company, any direct or indirect parent of the Company or any Restricted Subsidiary in exchange for, or out of the proceeds of, the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of, Equity Interests of the Company or any direct or indirect parent company of the Company to the extent any such proceeds are contributed to the Company (in each case, other than any Disqualified Stock)

("Refunding Capital Stock") (with 60 days being deemed substantially concurrent), (b) the declaration and payment of dividends on Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of any Refunding Capital Stock (with 60 days being deemed substantially concurrent) and (c) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under Section 10.1(b)(vi), the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent company of the Company) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(iii) the principal payment on, redemption, repurchase, defeasance, exchange or other acquisition or retirement of (x) Subordinated Indebtedness of the Company or a Guarantor made by exchange for, or out of the proceeds of, the substantially concurrent sale (with 60 days being deemed substantially concurrent) of, new Indebtedness of the Company or a Guarantor, as the case may be, or (y) Disqualified Stock of the Company or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale (with 60 days being deemed substantially concurrent) of, Disqualified Stock of the Company or a Guarantor, that, in each case, is incurred in compliance with Section 10.2 so long as:

(1) the principal amount (or accreted value, if applicable) of such new Indebtedness or the liquidation preference of such new Disqualified Stock does not exceed the principal amount of (or accreted value, if applicable), *plus* any accrued and unpaid interest on, the Subordinated Indebtedness or the liquidation preference of, *plus* any accrued and unpaid dividends on, the Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired for value, *plus* the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired, any tender premiums, plus any defeasance costs, accrued interest and any fees and expenses (including original issue discount, upfront or similar fees) incurred in connection therewith;

(2) such new Indebtedness is subordinated to the Notes or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired for value;

(3) such new Indebtedness or Disqualified Stock has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired; and

(4) such new Indebtedness or Disqualified Stock has a Weighted Average Life to Maturity at the time incurred equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired;

(iv) a Restricted Payment to pay for the repurchase, redemption, retirement or other acquisition or retirement for value of Equity Interests (other than Disqualified Stock) of the Company or any of its direct or indirect parent companies held by any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its Subsidiaries or any of its direct or indirect parent companies, pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement including any Equity Interests rolled over by current or former management of the Company, any of its Subsidiaries or any of its direct or indirect parent companies in connection with the Transactions (and including, for the avoidance of doubt, any principal and interest payable on any notes issued by the Company or any direct or indirect parent company in connection with any such repurchase, retirement or other acquisition and any tax related thereto); *provided, however*, that the aggregate Restricted Payments made under this clause (iv) do not exceed $15.0 million in any calendar year (which shall increase to $20.0 million subsequent to the consummation of an underwritten public Equity Offering by the Company or any direct or indirect parent company of the Company) with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of $30.0 million in any calendar year; *provided further t*hat such amount in any calendar year may be increased by an amount not to exceed:

(1) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Company and, to the extent contributed to the Company, Equity Interests of any of the Company's direct or indirect parent companies, in each case to any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its Subsidiaries or any of its direct or indirect parent companies after the Closing Date, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of Section 10.1(a)(iii); plus, in respect of any sale of Equity Interests in connection with an exercise of stock options, an amount equal to the amount required to be withheld by the Company or any of its direct or indirect parent companies in connection with such exercise under applicable law to the extent such amount is repaid to the Company or its direct or indirect parent company, as applicable, constituted a Restricted Payment and has not otherwise been applied to the payment of Restricted Payments by virtue of Section 10.1(a)(iii); *plus*

(2) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries or any of its direct or indirect parent companies after the Closing Date; *plus*

(3) the amount of any cash bonuses otherwise payable to employees, officers, directors, members of management, managers or consultants of the Company, any of its Subsidiaries or any of its direct or indirect companies that are foregone in return for receipt of Equity Interests; *less*

(4) the amount of any Restricted Payments previously made with the cash proceeds described in clauses (1), (2) and (3) of this clause (iv);

and *provided further* that cancellation of Indebtedness owing to the Company or any of its Restricted Subsidiaries from any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of the Company's direct or indirect parent companies or any of the Company's Restricted Subsidiaries in connection with a repurchase of Equity Interests of the Company or any of its direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this Section 10.1 or any other provision of this Agreement;

(v) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Company or any of its Restricted Subsidiaries or any class or series of Preferred Stock of any Restricted Subsidiary issued or incurred in accordance with Section 10.2 to the extent such dividends are included in the definition of "Fixed Charges";

(vi) (1) the declaration and payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by the Company or any of its Restricted Subsidiaries after the Closing Date;

(2) the declaration and payment of dividends or distributions to a direct or indirect parent company of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of such parent company issued after the Closing Date, provided that the amount of dividends paid pursuant to this clause (2) shall not exceed the aggregate amount of cash actually contributed to the Company from the sale of such Designated Preferred Stock; or

(3) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to Section 10.1(b)(ii);

provided, however, in the case of each of (1), (2) and (3) of this clause (vi), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock or the declaration of such dividends on Refunding Capital Stock that is Preferred Stock, after giving effect to such issuance or declaration on a pro forma basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

(vii) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (vii) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of, or have not been subsequently sold or transferred for, cash or marketable securities, not to exceed the sum of (a) the greater of (x) $50.0 million (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) and (y) 1.25% of Consolidated Total Assets and (b) any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment; *provided, however*, that if any Investment pursuant to this clause (vii) is made in any Person that is not the Company or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Company or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (a) of the definition of Permitted Investments and shall cease to have been made pursuant to this clause (vii) for so long as such Person continues to be the Company or a Restricted Subsidiary;

(viii) redemptions, repurchases, retirements or other acquisitions of Equity Interests deemed to occur (a) upon exercise of stock options or warrants or other securities convertible into or exchangeable for Equity Interests if such Equity Interests represent all or a portion of the exercise price of such options or warrants or other securities convertible into or exchangeable for Equity Interests and (b) in connection with the withholding portion of the Equity Interests granted or awarded to any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company or any of its Subsidiaries to pay for the taxes payable by such Persons upon such grant or award;

(ix) the declaration and payment of dividends on the Company's common stock (or the payment of dividends to any direct or indirect parent entity to fund a payment of dividends on such entity's common stock), following the first public offering of the Company's common stock or the common stock of any of its direct or indirect parent companies after the Closing Date, in an amount not to exceed 6% per annum of the net cash proceeds received by or contributed to the Company in or from any public offering, other than public offerings with respect to the Company's common stock registered on Form S-8 and other than any public sale constituting an Excluded Contribution;

(x) Restricted Payments in an amount that does not exceed the aggregate amount of Excluded Contributions made since the Closing Date;

(xi) (1) other Restricted Payments not involving any Restricted Payments within the meaning of Section 10.1(a)(i) or Section 10.1(a)(ii) in an aggregate amount taken together with all other Restricted Payments made pursuant to this Clause (xi)(1) and any Investments made pursuant to clause (m) of the definition of Permitted Investments, that are at the time outstanding, not to exceed the greater of (x) $160 million and (y) 4.0% of Consolidated Total Assets plus (2) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (xi) (2) that are at the time outstanding not to exceed the greater of (x) $50.0 million and (y) 1.25% of Consolidated Total Assets;

(xii) distributions or payments of Receivables Fees;

(xiii) any Restricted Payment used to fund the Transactions (including, after the Closing Date, to satisfy any payment obligations owing under the Transaction Agreement) and the fees and expenses related thereto or owed to Affiliates (including dividends to any direct or indirect parent company to permit payment by such parent of such amount), in each case with respect to any Restricted Payment to or owed to an Affiliate, to the extent permitted by Section 10.5;

(xiv) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those in Sections 8.3 and 8.4; *provided* that all Notes validly tendered and not validly withdrawn by holders in connection with an Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(xv) the declaration and payment of dividends or distributions by the Company or a Restricted Subsidiary to, or the making of loans or advances to, any of their respective direct or indirect parent companies in amounts required for any direct or indirect parent companies to pay, in each case without duplication,

(1) (a) franchise, excise and similar taxes and fees and expenses necessary to maintain the Company's and each Subsidiary's corporate existence and (b) an amount equal to the Permitted Tax Distribution, not more than ten (10) Business Days prior to the date the underlying Tax is required to be paid to the relevant tax authority; *provided* that Holdings and any other direct or indirect group parent of the Company shall contribute to the capital of the Company, without duplication, Excess Tax Distributions and Tax Refunds attributable to prior Permitted Tax Distributions made by the Company pursuant to this clause, not later fifteen (15) Business Days following the date on which such amounts are paid, credited or otherwise made available to the group of which the Company is a member;

(2) customary wages, salary, bonus, severance and other benefits payable to, and indemnitees provided on behalf of, current or former officers, directors, employees, members of management, consultants and/or independent contractors of any direct or indirect parent company of the Company and any payroll, social security or similar taxes thereof to the extent such wages, salaries, bonuses, severance, indemnification, obligations and other benefits are attributable to the ownership or operation of the Company and its Restricted Subsidiaries;

(3) interest and/or principal (other than to the extent constituting Restricted Payments within the meaning of clause (iii) of the definition of "Restricted Payments") on Indebtedness the proceeds of which have been contributed to the Company or any Restricted Subsidiary and that has been guaranteed by, or is otherwise considered Indebtedness of, the Company (a) incurred in accordance with Section 10.2 and (b) for purposes of the definition of Consolidated Total Indebtedness; *provided*, that any dividends or distributions declared and paid by the Company or any Restricted Subsidiary in accordance with this clause with respect to interest on Indebtedness shall be included in Fixed Charges of the Company and its Restricted Subsidiaries;

(4) general corporate operating, legal and overhead costs and expenses of any direct or indirect parent company of the Company to the extent such costs and expenses are attributable to the ownership or operation of the Company and its Restricted Subsidiaries;

(5) audit and other accounting and reporting expenses at such direct or indirect parent company to the extent relating to the ownership or operations of the Company and/or its Restricted Subsidiaries;

(6) (1) fees and expenses other than to Affiliates of the Company related to any equity or debt offering, acquisition, disposition or merger of such parent company (whether or not successful) and (2) Public Company Costs;

(7) (1) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Company or any direct or indirect parent and (2) consisting of payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers or consultants of the Company, any Restricted Subsidiary or any direct or indirect parent company or any of their respective immediate family members;

(8) payments permitted under Sections 10.5(b)(iii), (iv), (vii), (x) and (xix);

(9) payments to finance any Investment permitted to be made pursuant to this Section 10.1;*provided* that (1) such Restricted Payment shall be made within 60 days of the closing of such Investment, (2) such parent shall, promptly following the closing thereof, cause (A) all property acquired (whether assets or Equity Interests) to be contributed to the Company or a Restricted Subsidiary or (B) the merger, consolidation or amalgamation to the extent permitted pursuant to Section 10.4 of the Person formed or acquired into the Company or a Restricted Subsidiary in order to consummate such acquisition or Investment in a manner that causes such Investment to be a Permitted Investment, (3) such direct or indirect parent company and its Affiliates (other than the Company or a Restricted Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Company or a Restricted Subsidiary would have given such consideration or made such payment in compliance with this Agreement, (4) any property received by the Company shall not increase amounts available for Restricted Payments pursuant to Section 10.1(a)(iv)(3)(C) and (5) such Investment shall be deemed to be made by the Company or such Restricted Subsidiary pursuant to another provision of this Section 10.1 (other than pursuant to Section 10.1(b)(x) hereof) or pursuant to the definition of "Permitted Investments";

(xvi) the distribution, by dividend or otherwise, or other transfer or disposition of shares of Capital Stock, of Equity Interests in, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, substantially all the assets of which are cash and Cash Equivalents) or the proceeds thereof;

(xvii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Company, any of its Restricted Subsidiaries or any direct or indirect parent company of the Company;

(xviii) any Restricted Payment if immediately after giving*pro forma* effect thereto and the incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio of the Company and its Restricted Subsidiaries would not have exceeded 3.75:1.00; and

(xix) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, that complies with the covenant in Section 10.4;

provided, however, that at the time of, and after giving effect to, any Restricted Payment permitted under Sections 10.1(b)(xi), (b)(xvi) and (b)(xviii), no Default shall have occurred and be continuing or would occur as a consequence thereof.

In determining whether any Restricted Payment is permitted by this Section 10.1, the Company and its Restricted Subsidiaries may allocate all or any portion of such Restricted Payment among the categories described in Sections 10.1(b)(i) through (b)(xix) or among such categories and the types of Restricted Payments described in Section 10.1(a) (including categorization in whole or in part as one or more of the clauses contained in the definition of "Permitted Investments"); provided that, at the time of such allocation, all such Restricted Payments, or allocated portions thereof, would be permitted under the various provisions of this Section 10.1 and provided further that the Company and its Restricted Subsidiaries may reclassify all or a portion of such Restricted Payment or Permitted Investment in any manner that complies with this Section 10.1 (based on circumstances existing at the time of such reclassification), and following such reclassification such Restricted Payment or Permitted Investment shall be treated as having been made pursuant to only the clause or clauses of this covenant to which such Restricted Payment or Permitted Investment has been reclassified.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date the Restricted Payment is made, or at the Company's election, the date a commitment is made to make such Restricted Payment, of the assets or securities proposed to be transferred or issued by the Company or any Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment.

As of the Closing Date, all of the Company's Subsidiaries will be Restricted Subsidiaries. The Company shall not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the second to last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated shall be deemed to be Investments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation shall only be permitted if a Restricted Payment or Permitted Investment in such amount would be permitted at such time, whether pursuant to Section 10.1(a) or Section 10.1(b)(vii), (b)(x), (b)(xi) or (b)(xviii) or pursuant to the definition of Permitted Investment and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries shall not be subject to any of the restrictive covenants set forth in this Agreement.

For the avoidance of doubt, this covenant shall not restrict the making of any "AHYDO catch up payment" with respect to, and required by the terms of, any Indebtedness of the Company or any of its Restricted Subsidiaries permitted to be incurred under the terms of this Agreement.

10.2. Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "incur" and collectively, an "incurrence") with respect to any Indebtedness (including Acquired Indebtedness) and the Company shall not issue any shares of Disqualified Stock and shall not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; *provided, however*, that the Company may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any of its Restricted Subsidiaries may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock and issue shares of Preferred Stock, if the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries' most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of the proceeds therefrom had occurred at the beginning of such four-quarter period; *provided* that the amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be incurred or issued, as applicable, pursuant to the foregoing by Restricted Subsidiaries that are not Guarantors under this Section 10.2(a) shall not exceed, in the aggregate, (together with all Indebtedness incurred under Section 10.2(b)(xviii) by Restricted Subsidiaries that are not Guarantors) the greater of (x) $190.0 million and (y) 4.5% of Consolidated Total Assets at any one time outstanding.

(b) The foregoing limitations will not apply to:

(i) Indebtedness incurred pursuant to Credit Facilities by the Company or any Restricted Subsidiary;*provided* that immediately after giving effect to any such incurrence, the aggregate principal amount of all Indebtedness incurred under this clause (a) and then outstanding does not exceed the sum of (A) the greater of $250.0 million and the Borrowing Base as of the date of such incurrence plus (B) the sum of (i) $900.0 million, (ii) the euro equivalent of $300.0 million based on the exchange rate in effect on the Closing Date and (iii) the Available Incremental Amount; *provided* that any Indebtedness incurred under this clause (i) may be refinanced, with additional Indebtedness in an amount equal to the principal of the Indebtedness so refinanced, plus any additional amount to pay premiums (including tender premiums), accrued and unpaid interest, expenses, defeasance costs and fees in connection therewith;

(ii) the incurrence by the Company and any Guarantor of Indebtedness represented by the Notes (including any Guarantee);

(iii) Indebtedness of the Company and its Restricted Subsidiaries in existence, or pursuant to commitments existing, on the Closing Date, including the Secured Notes and the Existing Senior Notes, but excluding Indebtedness described in clauses (i) and (ii);

(iv) (a) Indebtedness (including Capitalized Lease Obligations, mortgage financings and purchase money obligations) incurred or Disqualified Stock issued by the Company or any Restricted Subsidiary and Preferred Stock issued by any Restricted Subsidiary, to finance the purchase, lease, replacement or improvement of property (real or personal) or equipment, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets and (b) any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to refund, refinance or

replace any other Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (iv); *provided* that the aggregate amount of Indebtedness incurred and Disqualified Stock and Preferred Stock issued pursuant to clauses (a) and (b) of this clause (iv) does not exceed the greater of (x) $200.0 million and (y) 5.0% of Consolidated Total Assets at any one time outstanding;

(v) Indebtedness incurred by the Company or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit, bank guarantees or similar instruments supporting trade payables, bankers acceptances, warehouse receipts or similar facilities issued in the ordinary course of business, including, without limitation, letters of credit in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance, unemployment insurance (including premiums related thereto) or other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(vi) Indebtedness arising from agreements of the Company or its Restricted Subsidiaries providing for indemnification, adjustment of purchase price, earnouts or similar obligations, in each case, incurred or assumed in connection with an acquisition or disposition of any business, assets or a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition and Indebtedness arising from guarantees, letters of credit, bank guarantees, surety bonds, performance bonds or similar instruments securing the performance of the Company or any Restricted Subsidiary pursuant to any such agreement;

(vii) Indebtedness of the Company to a Restricted Subsidiary; *provided* that any such Indebtedness owing to a Restricted Subsidiary that is not a Guarantor is expressly subordinated in right of payment to the Notes within 90 days of the incurrence of such Indebtedness; *provided further* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (vii);

(viii) Indebtedness of a Restricted Subsidiary to the Company or another Restricted Subsidiary; *provided* that if a Guarantor incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor, such Indebtedness is expressly subordinated in right of payment to the Guarantee of the Notes of such Guarantor within 90 days of the incurrence of such Indebtedness; provided further that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (viii);

(ix) shares of Preferred Stock or Disqualified Stock of a Restricted Subsidiary issued to the Company or another Restricted Subsidiary,*provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock or Disqualified Stock (except to the Company or another of its Restricted Subsidiaries) shall be deemed in each case to be an issuance of such shares of Preferred Stock or Disqualified Stock not permitted by this clause (ix);

(x) (a) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes) for the purpose of limiting interest rate risk, exchange rate risk or commodity pricing risk, and (b) Indebtedness in respect of any Bank Products or Cash Management Services provided by any agent or lender party to a Senior Credit Facility or any affiliate of such agent or lender (or any Person that was an agent or lender or an affiliate of an agent or lender at the time the applicable agreement pursuant to which such Bank Products or Cash Management Services are provided was entered into) in the ordinary course of business;

(xi) obligations (including reimbursement obligations with respect to guarantees, letters of credit, bank guarantees or other similar instruments) in respect of tenders, statutory obligations, leases, governmental contracts, trade contracts, stay, performance, bid, customs, appeal and surety bonds and performance and/or return of money bonds and completion guarantees or other obligations of a like nature provided by the Company or any of its Restricted Subsidiaries in the ordinary course of business or consistent with past practice or industry practices;

(xii) (a) Indebtedness or Disqualified Stock of the Company and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary equal to 100.0% of the net cash proceeds received by the Company since immediately after the Closing Date from the issue or sale of Equity Interests of the Company or cash contributed to the capital of the Company (in each case, other than proceeds of Disqualified Stock or sales of Equity Interests to the Company or any of its Subsidiaries) as determined in accordance with Sections 10.1(a)(iv)(3)(B) and 10.1(a)(iv)(3)(C) to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to Section 10.1(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (a) and (c) of the definition thereof) and (b) Indebtedness or Disqualified Stock of the Company and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and incurred or issued, as applicable, pursuant to this clause (xii)(b), does not at any one time outstanding exceed the greater of (x) $200.0 million and (y) 5.0% of Consolidated Total Assets plus, in the event of any extension, replacement, refinancing, renewal or defeasance of any such Indebtedness or Disqualified Stock, an amount equal to the amount of any tender premium or any premium required to be paid under the terms of the instrument governing such Indebtedness or Disqualified Stock and any defeasance costs and any fees and expenses (including original issue discount, upfront fees or similar fees) incurred in connection with the issuance of such new Indebtedness or the extensions, replacement, refunding, refinancing, renewal or defeasance of such Indebtedness or Disqualified Stock (it being understood that any Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (xii)(b) shall cease to be deemed incurred, issued or outstanding for purposes of this clause (xii)(b) but shall be deemed incurred or issued for the purposes of Section 10.2(a) from and after the first date on which the Company or such Restricted Subsidiary would have incurred such Indebtedness or issued such Disqualified Stock or Preferred Stock under Section 10.2(a) without reliance on this clause (xii)(b));

(xiii) the incurrence by the Company or any Restricted Subsidiary of Indebtedness or issuance of Disqualified Stock or the issuance by any Restricted Subsidiary of Preferred Stock which serves to extend, replace, refund, refinance, renew or defease any Indebtedness incurred (including any existing commitments unutilized thereunder) or Disqualified Stock or Preferred Stock issued as permitted under Sections 10.2(a), 10.2(b)(ii), 10.2(b)(iii), 10.2(b)(xii)(a), this clause 10.2(b)(xiii) and 10.2(b)(xiv) or any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to so extend, replace, refund, refinance or renew such Indebtedness, Disqualified Stock or Preferred Stock including additional Indebtedness incurred or Disqualified Stock or Preferred Stock issued to pay accrued interest, premiums (including tender premiums), defeasance costs and fees and expenses (including original issue discount, upfront fees or similar fees) in connection therewith (the "Refinancing Indebtedness") prior to its respective maturity; *provided, however*, that such Refinancing Indebtedness:

(1) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred or issued which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being extended, replaced, refunded, refinanced, renewed or defeased (except by virtue of prepayment of such Indebtedness);

(2) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (x) Indebtedness subordinated to or *pari passu* with the Notes or any Guarantee thereof, such Refinancing Indebtedness is subordinated to or*pari passu* with the Notes or the Guarantee at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (y) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively; and

(3) shall not include (x) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Company, (y) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor, or (z) Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary;

and *provided further* that subclause (1) of this clause (xiii) will not apply to any extension, replacement, refunding, refinancing, renewal or defeasance of any Indebtedness outstanding under a Credit Facility;

(xiv) (a) Indebtedness or Disqualified Stock of the Company or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary incurred or issued to finance an acquisition, merger, consolidation or amalgamation (or other purchase of assets) or (b) Indebtedness, Disqualified Stock or Preferred Stock of Persons that are acquired by the Company or any Restricted Subsidiary or merged into or amalgamated or consolidated with or into the Company or a Restricted Subsidiary in accordance with the terms of this Agreement or that is assumed by the Company or any Restricted Subsidiary in connection with such acquisition, which with respect to this clause (b) is not

incurred by such Persons in connection with, or in anticipation of, such acquisition, merger, amalgamation or consolidation; *provided* that such Indebtedness is in an aggregate amount not to exceed (i) the greater of (x) $50.0 million and (y) 1.5% of Consolidated Total Assets at any time outstanding plus (ii) unlimited additional Indebtedness if, in the case of each of (a) and (b) after giving effect to such acquisition, merger, amalgamation or consolidation, either

(1) the Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 10.2(a), or

(2) the Fixed Charge Coverage Ratio of the Company and its Restricted Subsidiaries is equal to or greater than immediately prior to such acquisition, merger, amalgamation or consolidation;

(xv) Indebtedness (1) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business and (2) Indebtedness in respect of any commercial credit cards, stored value cards, purchasing cards, treasury management, check drawing and automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items, interstate depository network services, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management), dealer incentive, supplier finance or similar programs, current account facilities, employee credit card programs, overdraft facilities, foreign exchange facilities, payment facilities and, in each case, similar arrangements and cash management arrangements entered into in the ordinary course of business;

(xvi) Indebtedness of the Company or any of its Restricted Subsidiaries supported by a letter of credit or bank guarantee issued pursuant to a Credit Facility, in a principal amount not in excess of the stated amount of such letter of credit or bank guarantee;

(xvii)

(1) any guarantee by the Company or a Restricted Subsidiary of Indebtedness or other obligations of any Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by such Restricted Subsidiary is permitted under the terms of this Agreement, or

(2) any guarantee by a Restricted Subsidiary of Indebtedness of the Company provided that such guarantee is incurred in accordance with Section 9.6, or

(3) any co-issuance by the Company or any Restricted Subsidiary of Indebtedness or other obligations of the Company or any Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by the Company or such Restricted Subsidiary is permitted under the terms of this Agreement;

(xviii) Indebtedness of non-Guarantor Subsidiaries of the Company incurred not to exceed, together with any other Indebtedness incurred under this clause (xviii) at any one time outstanding (together with all Indebtedness incurred under Section 10.2(a) by Restricted Subsidiaries that are not Guarantors), the greater of (a) $190.0 million and (b) 4.5% of Consolidated

Total Assets (it being understood that any Indebtedness incurred pursuant to this clause (xviii) shall cease to be deemed incurred or outstanding for purposes of this clause (xviii) but shall be deemed incurred in accordance with Section 10.2(a) from and after the first date on which the applicable non-Guarantor Subsidiary could have incurred such Indebtedness under Section 10.2(a) without reliance on this clause (xviii);

(xix) Indebtedness of the Company or any of its Restricted Subsidiaries consisting of (1) the financing of insurance premiums,(2) take-or-pay obligations contained in supply arrangements, in each case incurred in the ordinary course of business and/or (3) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(xx) Indebtedness consisting of Indebtedness issued by the Company or any of its Restricted Subsidiaries to any stockholders of any direct or indirect parent company or any future, present or former employee, officer, director, member of management, consultant or independent contractor (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing), or any direct or indirect parent thereof, in each case to finance the purchase or redemption of Equity Interests of the Company, a Restricted Subsidiary or any of their direct or indirect parent companies to the extent described in Section 10.1(b)(iv);

(xxi) (a) Indebtedness incurred by a Receivables Subsidiary in a Receivables Facility that is not recourse to the Company or any Restricted Subsidiary other than the Receivables Subsidiary (except for Securitization Undertakings) and (b) to the extent constituting Indebtedness, obligations of the Company or a Restricted Subsidiary as seller or servicer under a Receivables Facility and any guarantee by the Company of such Indebtedness;

(xxii) Indebtedness of the Company or any Restricted Subsidiary as an account party in respect of trade letters of credit issued in the ordinary course of business;

(xxiii) Indebtedness consisting of obligations owing under dealer incentive, supply, license or similar agreements entered into in the ordinary course of business;

(xxiv) Indebtedness representing deferred compensation to directors, officers, employees, members of management, managers or consultants of the Company or any of its Restricted Subsidiaries or any direct or indirect parent company incurred in the ordinary course of business and deferred compensation or other similar arrangements in connection with the Transactions or in connection with any Investments or any Restricted Payments permitted pursuant to Section 10.1;

(xxv) Indebtedness in an aggregate principal or face amount at any time outstanding not to exceed $30.0 million in respect of letters of credit, bank guarantees, surety bonds, performance bonds and similar instruments issued for general corporate purposes and denominated in currencies other than dollars, euros or pounds sterling;

(xxvi) Indebtedness arising in respect of Sale and Lease-Back Transactions not to exceed the greater of (x) $120.0 million and (y) 3.0% of Consolidated Total Assets;

(xxvii) Indebtedness consisting of guarantees of Indebtedness incurred by joint ventures not to exceed the greater of (x) $40.0 million and (y) 1.0% of Consolidated Total Assets;

(xxviii) Indebtedness in respect of the Specified Property Financing; and

(xxix) Indebtedness of the Company and/or any Restricted Subsidiary incurred in (a) a Specified Lease Transaction or (b) an NMTC Transaction; and

(xxx) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or continent interest or obligations described in clauses (i) through (xxix) above.

For purposes of determining compliance with this Section 10.2, in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or Preferred Stock described in clauses (i) through (xxx) above or is entitled to be incurred pursuant to Section 10.2(a), the Company shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) in any manner that complies with this Section 10.2; *provided* that all Indebtedness outstanding under the Senior Credit Facilities on the Closing Date shall be treated as incurred on the Closing Date under Section 10.2(b)(i).

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, of the same class, accretion or amortization of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock or Preferred Stock for purposes of this Section 10.2. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 10.2.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness (plus premium (including tender premiums), fees, defeasance costs, accrued interest and expenses including original issue discount, upfront fees or similar fees) does not exceed the principal amount of such Indebtedness being refinanced.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing. Notwithstanding anything in this Section 10.2 to the contrary, in the case of any Indebtedness incurred to refinance Indebtedness initially incurred in reliance on Section 10.2(b) measured by reference to a percentage of Consolidated Total Assets at the time of incurrence, if such refinancing would cause the percentage of Consolidated Total Assets restriction to be exceeded if calculated based on the percentage of Consolidated Total Assets on the date of such refinancing, such percentage of Consolidated Total Assets restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced, plus premiums (including tender premiums), defeasance, costs and fees in connection with such refinancing.

In the event that the Company or a Restricted Subsidiary enters into or increases commitments under a revolving credit facility, the Fixed Charge Coverage Ratio, the Consolidated First Lien Debt Ratio or the Consolidated Total Leverage Ratio, as applicable, for borrowings and reborrowings thereunder (and including issuance and creation of letters of credit and bankers' acceptances thereunder) will, at the Company's option as elected on the date the Company or a Restricted Subsidiary, as the case may be, enters into or increases such commitments, either (a) be determined on the date of such revolving credit facility or such increase in commitments (assuming that the full amount thereof has been borrowed as of such date), and, if such Fixed Charge Coverage Ratio, the Consolidated First Lien Debt Ratio or the Consolidated Total Leverage Ratio, as applicable, test is satisfied with respect thereto at such time, any borrowing or reborrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be permitted under this covenant irrespective of the Fixed Charge Coverage Ratio, the Consolidated First Lien Debt Ratio or the Consolidated Total Leverage Ratio, as applicable, at the time of any borrowing or reborrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder) (the committed, but undrawn amount permitted to be borrowed or reborrowed (and the issuance and creation of letters of credit and bankers' acceptances) on a date pursuant to the operation of this clause (a) shall be the "Reserved Indebtedness Amount" as of such date for purposes of the Fixed Charge Coverage Ratio, the Consolidated First Lien Debt Ratio or the Consolidated Total Leverage Ratio, as applicable) or (b) be determined on the date such amount is borrowed pursuant to any such facility or increased commitment.

The Company will not, and will not permit any Subsidiary Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is contractually subordinated or junior in right of payment to any Indebtedness of the Company or such Subsidiary Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Subsidiary Guarantor's Guarantee within 90 days of the incurrence of such Indebtedness to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Company or such Subsidiary Guarantor, as the case may be.

In this Agreement, Indebtedness that is unsecured shall not be deemed to be subordinated or junior to Secured Indebtedness merely because it is unsecured, and senior indebtedness shall not be deemed to be subordinated or junior to any other senior indebtedness merely because it has a junior priority with respect to the same collateral.

10.3. Liens.

The Company will not, and will not permit any Subsidiary Guarantor to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Liens) that secures Obligations under any Indebtedness or any related guarantee, on any asset or property of the Company or any Subsidiary Guarantor, or any income or profits therefrom, or assign or convey any right to receive income therefrom, unless:

(a) in the case of Liens securing Subordinated Indebtedness, the Notes and related Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(b) in all other cases, the Notes or the Guarantees are equally and ratably secured, except that the foregoing shall not apply to or restrict (i) Liens securing the Notes and the related Guarantees and (ii) Liens securing obligations in respect of (x) Indebtedness and other obligations permitted to be incurred under Credit Facilities, including any letter of credit facility relating thereto, that was permitted to be incurred pursuant to Section 10.2(b)(i) and (y) obligations of the Company or any Guarantor in respect of any Bank Products or Cash Management Services provided by any agent or lender party to any Senior Credit Facility or any affiliate of such agent or lender (or any Person that was a lender or an affiliate of a lender at the time the applicable agreements pursuant to which such Bank Products or Cash Management Services are provided were entered into).

Any Lien created for the benefit of the holders pursuant to this covenant shall be deemed automatically and unconditionally released and discharged upon the release and discharge of each of the Liens described in clauses (a) and (b) above.

The expansion of Liens by virtue of accrual of interest, the accretion of accreted value, the payment of interest or dividends in the form of additional Indebtedness, amortization of original issue discount and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness will not be deemed to be an incurrence of Liens for purposes of this covenant.

10.4. Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Company shall not consolidate or merge with or into or wind up into (whether or not the Company is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets on a consolidated basis, in one or more related transactions, to any Person unless:

(i) the Company is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership,

limited liability company or trust organized or existing under the laws of the United States, any state thereof or the District of Columbia (the Company or such Person, as the case may be, being herein called the "Successor Company");

(ii) the Successor Company, if other than the Company, expressly assumes all the obligations of the Company under this Agreement and the Notes pursuant to a joinder or other document or instrument;

(iii) immediately after such transaction, no Default shall have occurred and be continuing;

(iv) immediately after giving *pro forma* effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four-quarter period, either

(1) the Successor Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 10.2(a), or

(2) the Fixed Charge Coverage Ratio for the Successor Company and its Restricted Subsidiaries would be equal to or greater than the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries immediately prior to such transaction; and

(v) each Guarantor, unless it is the other party to the transactions described above, in which case Section 10.4(c)(i)(2) shall apply, shall have by joinder confirmed that its Guarantee shall apply to such Person's obligations under this Agreement and the Notes.

The Successor Company (if other than the Company) shall succeed to, and be substituted for the Company, as the case may be, under this Agreement and the Notes and in such event the Company will automatically be released and discharged from its obligation under this Agreement and the Notes.

(b) Notwithstanding Sections 10.4(a)(iii) and (a)(iv) (which do not apply to the following transactions), but subject to the remaining provisions of this Section 10.4:

(i) any Restricted Subsidiary may consolidate with or merge with or into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to the Company or any other Restricted Subsidiary;

(ii) the Company may consolidate with or merge with or into or wind up into an Affiliate of the Company solely for the purpose of reincorporating the Company in a state of the United States, the District of Columbia or any territory thereof so long as the amount of Indebtedness of the Company and its Restricted Subsidiaries is not increased thereby; and

(iii) the Company or any of its Subsidiaries may be converted into, or reorganized or reconstituted as a limited liability company, limited partnership or corporation in a state of the United States, the District of Columbia or any territory thereof.

(c) Subject to certain limitations described in this Agreement governing the release of a Guarantee upon the sale, disposition or transfer of a Subsidiary Guarantor, no Subsidiary Guarantor shall, and the Company shall not permit any Subsidiary Guarantor to, consolidate or merge with or into or wind up into (whether or not the Company or a Subsidiary Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person (other than any such sale, assignment, transfer, lease, conveyance or disposition in connection with the Transactions) unless:

(i) (1) such Subsidiary Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, partnership or limited liability company organized or existing under the laws of the jurisdiction of organization of such Subsidiary Guarantor, as the case may be, or the laws of under the laws of the United States, any state thereof, the District of Columbia or any territory thereof (such Subsidiary Guarantor or such Person, as the case may be, being herein called the "Successor Person");

(2) the Successor Person, if other than such Subsidiary Guarantor, expressly assumes all the obligations of such Subsidiary Guarantor under this Agreement and such Subsidiary Guarantor's related Guarantee pursuant to a joinder or other documents or instruments; and

(3) immediately after such transaction, no Default exists; or

(ii) the transaction is made in compliance with Section 10.7(a).

Subject to certain limitations described in this Agreement, the Successor Person (if other than such Subsidiary Guarantor) will succeed to, and be substituted for, such Subsidiary Guarantor under this Agreement and such Subsidiary Guarantor's Guarantee, and such Subsidiary Guarantor will automatically be released and discharged from its obligations under this Agreement and such Subsidiary Guarantor's Guarantee. Notwithstanding the foregoing, (1) any Subsidiary Guarantor may consolidate with or merge with or into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to another Subsidiary Guarantor or to the Company, (2) a Subsidiary Guarantor may consolidate or merge with or into or wind up or convert into an Affiliate incorporated solely for the purpose of reincorporating such Subsidiary Guarantor in another state of the United States or the District of Columbia so long as the amount of Indebtedness of the Subsidiary Guarantor is not increased thereby, or (3) a Subsidiary Guarantor may convert into a Person organized or existing under the laws of a jurisdiction in the United States.

Sections 10.4(a)(iii) and (a)(iv) will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Company and the Restricted Subsidiaries.

10.5. Transactions with Affiliates.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of $15.0 million, unless:

(i) such Affiliate Transaction is on terms, taken as a whole, that are not materially less favorable to the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm's-length basis; and

(ii) the Company delivers with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of (x) $30.0 million, a resolution adopted by the majority of the Board of Directors of the Company approving such Affiliate Transaction and set forth in an Officer's Certificate of the Company certifying that such Affiliate Transaction complies with clause (i) above and (y) $50.0 million, an opinion as to the fairness to the Company or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an investment banking, appraisal or accounting firm of national standing.

(b) The foregoing provisions will not apply to the following:

(i) transactions between or among the Company or any of its Restricted Subsidiaries, or an entity that becomes a Restricted Subsidiary as a result of such transaction, and any merger, consolidation or amalgamation of the Company and any direct or indirect parent of the Company; *provided* that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and Capital Stock of the Company (or a parent company thereof) and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Agreement and effected for a *bona fide* business purpose;

(ii) Restricted Payments permitted by Section 10.1 and Investments constituting Permitted Investments;

(iii) (1) so long as no Event of Default under Section 11(a), (b), (i) or (j) shall have occurred and be continuing or would result as a consequence thereof, the payment of management, consulting, monitoring, transaction, oversight, advisory, termination and similar fees and related indemnities and expenses pursuant to the Sponsor Management Agreements as in effect on the Closing Date, and any amendment thereto or replacement thereof so long as any such amendment or replacement is not disadvantageous in any material respect, in the good faith judgment of the Company, to the holders when taken as a whole as compared to the Sponsor Management Agreements in effect on the Closing Date (it being understood that any amendment thereto or replacement thereof to increase any fees or other compensation payable or implement new fees or compensation payable pursuant to such Sponsor Management Agreements would be deemed to be materially disadvantageous to the holders) and (2) the payment of all indemnities and expenses owed to any Investors and each of their respective directors, officers, members of management, managers, employees and consultants, in each case of clauses (1) and (2) whether currently due or paid in respect of accruals from prior periods;

(iv) the payment of customary fees, reasonable out of pocket costs to and reimbursement of expenses and compensation paid to, and indemnities provided on behalf of or for the benefit of, future, present or former employees, officers, members of the Board of Directors (or similar governing body), members of management, managers, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its direct or indirect parent companies or any of its subsidiaries;

(v) transactions in which the Company or any of its Restricted Subsidiaries, as the case may be, delivers a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable to the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm's-length basis;

(vi) any agreement as in effect as of the Closing Date, or any amendment, modification or extension thereof (so long as any such amendment is not disadvantageous in any material respect to the holders when taken as a whole as compared to the applicable agreement as in effect on the Closing Date as determined in good faith by the Company) or any transaction contemplated thereby;

(vii) the existence of, or the performance by the Company, any of its Restricted Subsidiaries or any direct or indirect parent of the Company of its obligations under the terms of, any stockholders or principal investors agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Closing Date, and any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by the Company or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing transaction, agreement or arrangement or any similar transaction, agreement or arrangement entered into after the Closing Date shall only be permitted by this clause (vii) to the extent that the terms of any such existing transaction, agreement or arrangement together with all amendments thereto, taken as a whole, or new transaction, agreement or arrangement are not otherwise disadvantageous in any material respect to the holders when taken as a whole as compared to the original agreement in effect on the Closing Date as determined in good faith by the Company;

(viii) (1) transactions with customers, clients, suppliers, joint ventures, contractors, or purchasers or sellers of goods or services or providers of employees or other labor, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement which are fair to the Company and its Restricted Subsidiaries, in the good faith determination of the Board of Directors (or similar governing body) of the Company or the senior management thereof, or are on terms at least as favorable as would reasonably have been obtained at such time from an unaffiliated party on an arm's length basis or (2) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business and consistent with past practice;

(ix) the issuance of Equity Interests (other than Disqualified Stock or Preferred Stock) of the Company or a Restricted Subsidiary to any person and the granting and performance of customary registration rights;

(x) payments by the Company or any of its Restricted Subsidiaries made for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, including, without limitation, in connection with acquisitions or divestitures which payments are approved by a majority of the Board of Directors of the Company in good faith or are otherwise permitted by this Agreement;

(xi) (1) payments or loans (or cancellation of loans) or advances to employees, officers, directors, members of management, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its direct or indirect parent companies or any of its Restricted Subsidiaries and collective bargaining agreements, employment agreements, severance arrangements, compensatory (including profit sharing) arrangements, stock option plans, benefit plan, health, disability or similar insurance plan and other similar arrangements with such employees, officers, directors, managers, members of management, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) and (2) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with future, present or former employees, officers, directors, members of management, consultants or independent contractors and (3) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of employment arrangements, stock options and stock ownership plans approved by the Board of Directors (or equivalent governing body) of any direct or indirect parent company or of the Company or any Restricted Subsidiary;

(xii) the Transactions and the payment of all fees and expenses related to the Transactions, including the Transaction Expenses and to satisfy any payment obligations under the Transaction Agreement after the Closing Date;

(xiii) any transaction effected as part of a Receivables Facility;

(xiv) any contribution to the capital of the Company or any Restricted Subsidiary;

(xv) transactions permitted by, and complying with, the provisions of Section 10.4 solely for the purpose of (1) reorganizing to facilitate any initial public offering of securities of the Company or any direct or indirect parent company of the Company, (2) forming a holding company, or (3) reincorporating the Company in a new jurisdiction;

(xvi) between the Company or any Restricted Subsidiary and any Person, a director of which is also a director of the Company or any direct or indirect parent of the Company; *provided, however*, that such director abstains from voting as a director of the Company or such direct or indirect parent, as the case may be, on any matter involving such other Person;

(xvii) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Company or any direct or indirect parent company of the Company or a Subsidiary of the Company, as appropriate, in good faith;

(xviii) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Company in an Officer's Certificate) for the purposes of improving the consolidated tax efficiency of the Company and its Subsidiaries and not for the purpose of circumventing any covenant set forth in this Agreement;

(xix) payments by the Company and its Restricted Subsidiaries pursuant to tax sharing, tax distribution or similar arrangements among any direct or indirect parent of the Company and its Subsidiaries on customary terms;

(xx) investments by the Investors in securities of the Company or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Investors in connection therewith) so long as the investment is being generally offered to other investors on the same or more favorable terms;

(xxi) any transaction with a Person (other than an Unrestricted Subsidiary) which would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an Equity Interest in or otherwise controls such Person;

(xxii) pledges of Equity Interests of Unrestricted Subsidiaries;

(xxiii) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business; and

(xxiv) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement.

10.6. Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

The Company shall not, and shall not permit any of its Restricted Subsidiaries, directly or indirectly, to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(a) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits; or

(b) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(c) make loans or advances to the Company or any Guarantor; or

(d) sell, lease or transfer any of its properties or assets to the Company or any Guarantor, except (in each case) for such encumbrances or restrictions existing under or by reason of:

(i) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to the Senior Credit Facilities, the Secured Notes, the Existing Senior Notes and the related documentation;

(ii) this Agreement, the Notes and the related Guarantees;

(iii) purchase money obligations for property acquired and Capitalized Lease Obligations in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property or assets so acquired;

(iv) applicable law or any applicable rule, regulation or order or the terms of any license, authorization, concession or permit provided by any Governmental Authority;

(v) any agreement or other instrument of a Person acquired (or assumed in connection with the acquisition of property) by the Company or any of its Restricted Subsidiaries in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person so acquired and its Subsidiaries, or the property or assets of the Person so acquired and its Subsidiaries;

(vi) contracts or agreements for the sale of assets, including any restrictions with respect to a Subsidiary of the Company pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;

(vii) Secured Indebtedness otherwise permitted to be incurred pursuant to Sections 10.2 and 10.3 that apply solely to the assets securing such Indebtedness and/or the Restricted Subsidiaries incurring or guaranteeing such Indebtedness;

(viii) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(ix) other Indebtedness, Disqualified Stock or Preferred Stock of non-Guarantor Subsidiaries of the Company permitted to be incurred or issued subsequent to the Closing Date pursuant to the provisions of Section 10.2;

(x) customary provisions in any partnership agreement, limited liability company organizational governance document, joint venture agreement and other similar agreement entered into in the ordinary course of business;

(xi) customary provisions contained in leases, subleases, licenses or sublicenses, Equity Interests or asset sale agreements and other similar agreements, in each case, entered into in the ordinary course of business;

(xii) any other agreement governing Indebtedness entered into after the Closing Date if (1) such encumbrances and other restrictions are, in the good faith judgment of the Company, no more restrictive in any material respect taken as a whole with respect to the Company or any Restricted Subsidiary than (x) the restrictions contained in this Agreement as of the Closing Date or (y) those encumbrances and other restrictions that are in effect on the Closing Date with respect to that Restricted Subsidiary or the Company, as applicable pursuant to agreements in effect on the Closing Date, or (2) any such encumbrance or restriction contained in such Indebtedness does not prohibit (except upon a default or an event of default thereunder) the payment of dividends in an amount sufficient, as determined by the Board of Directors of the Company in good faith, to make scheduled payments of cash interest on the Notes when due;

(xiii) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(xiv) other Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary that is a Guarantor,*provided* that such Indebtedness, Disqualified Stock or Preferred Stock is permitted to be incurred subsequent to the Closing Date under Section 10.2 and either (1) the provisions relating to such encumbrance or restriction contained in such Indebtedness are no less favorable to the Company, taken as a whole, as determined by the Company in good faith, than the provisions contained in the Senior Credit Facilities as in effect on the Closing Date or (2) any such encumbrance or restriction contained in such Indebtedness does not prohibit (except upon a default or an event of default thereunder) the payment of dividends in an amount sufficient, as determined by the Company in good faith, to make scheduled payments of cash interest on the Notes when due;

(xv) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 10.7 pending the consummation of such sale, transfer, lease or other disposition;

(xvi) customary restrictions and conditions contained in the document relating to any Lien so long as (1) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this clause (xvi);

(xvii) restrictions created in connection with any Receivables Facility that in the good faith determination of the Company are necessary or advisable to effect such Receivables Facility;

(xviii) customary net worth or similar provisions contained in real property leases entered into by the Company or any Subsidiary so long as the Company or such Subsidiary has determined in good faith that such net worth or similar provisions would not reasonably be expected to impair the ability of the Company or such Subsidiary to meet its ongoing obligations;

(xix) any encumbrance or restriction with respect to a Restricted Subsidiary that was previously an Unrestricted Subsidiary which encumbrance or restriction exists pursuant to or by reason of an agreement that such Subsidiary is a party to or entered into before the date on which such Subsidiary became a Restricted Subsidiary; *provided*, such agreement was not entered into in anticipation of an Unrestricted Subsidiary becoming a Restricted Subsidiary and any such encumbrance or restriction does not extend to any assets or property of the Company or any other Restricted Subsidiary other than the assets and property of such Subsidiary;

(xx) restrictions contained in any agreement with respect to any NMTC Transaction to the extent such restrictions apply only to the assets covered by or entities involved in such NMTC Transaction; and

(xxi) any encumbrances or restrictions of the type referred to in Sections 10.6(a), (b) and (c) imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (xviii) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, no more restrictive in any material respect with respect to such encumbrances and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 10.6, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (2) the subordination of loans or advances made to the Company or a Restricted Subsidiary to other Indebtedness incurred by the Company or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

10.7. Asset Sales.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale, unless:

(i) the Company or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise, in connection with such Asset Sale) at the time of such Asset Sale at least equal to the fair market value as determined in good faith by the Company (such fair market value to be determined on the date of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(ii) except in the case of a Permitted Asset Swap, at least 75% of the consideration received therefor by the Company or such Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents; provided that the amount of:

(1) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Company's or such Restricted Subsidiary's balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet, as determined in good faith by the Company) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes or the Guarantees, that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in connection with the transaction with such transferee and for which the Company and all of its Restricted Subsidiaries have been validly released by all creditors in writing,

(2) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee (including earnouts or similar obligations) that are converted by the Company or such Restricted Subsidiary into Cash Equivalents, or by their terms are required to be satisfied for Cash Equivalents (to the extent of the Cash Equivalents received) within 180 days following the closing of such Asset Sale,

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Company and each other Restricted Subsidiary are released from any guarantee of payment of such Indebtedness in connection with the Asset Sale, and

(4) any Designated Non-cash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (4) that is at that time outstanding, not to exceed the greater of (x) $80.0 million and (y) 2.0% of Consolidated Total Assets at the time of the receipt of such Designated Non-cash Consideration (or, at the Company's option, at the time of contractually agreeing to such Asset Sale), with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be Cash Equivalents for purposes of this Section 10.7(a)(ii) and for no other purpose.

(b) Within 365 days after the receipt of any Net Proceeds of any Asset Sale, the Company or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale,

(i) to repay:

(A) Obligations under the Senior Credit Facilities and if the Indebtedness repaid is revolving credit indebtedness, to correspondingly reduce commitments with respect thereto;

(B) Obligations under Indebtedness (other than Subordinated Indebtedness) that is secured by a Lien, which Lien is permitted by this Agreement, and if the Indebtedness repaid is revolving credit indebtedness, to correspondingly reduce commitments with respect thereto;

(C) Obligations under other Indebtedness (other than Subordinated Indebtedness) of the Company or any Restricted Subsidiary (and if the Indebtedness repaid is revolving credit indebtedness, to correspondingly reduce commitments with respect thereto), *provided* that the Company shall equally and ratably reduce

Obligations under the Notes as provided under Section 8.2, through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof or, if less, the accreted value thereof) or by making an offer (in accordance with the procedures set forth in Section 8.4 for an Asset Sale Offer) to all holders to purchase their Notes at 100% of the principal amount thereof or, if less, the accreted value thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Notes that would otherwise be prepaid; or

(D) Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Company or another Restricted Subsidiary;

provided, that in the case of clause (C) above, (i) if an offer to purchase the Notes is made, such amount will be deemed repaid to the extent of the amount of such offer, whether or not accepted by the holders of the Notes, and no Net Proceeds in the amount of such offer will be deemed to exist following such offer;

(ii) to make (1) an Investment in any one or more businesses,*provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (2) capital expenditures or (3) acquisitions of other properties or assets, in the case of each of (1), (2) and (3), used or useful in a Similar Business;

(iii) to make an Investment in (1) any one or more businesses,*provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (2) properties or (3) other assets that, in the case of each of (1), (2) and (3), replace the businesses, properties and/or other assets that are the subject of such Asset Sale; or

(iv) any combination of the foregoing;

provided that, in the case of clauses (ii) and (iii) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Company or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an "Acceptable Commitment") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, the Company or such Restricted Subsidiary enters into another Acceptable Commitment (a "Second Commitment") within 180 days of such cancellation or termination (or, if later, 365 days after the receipt of such Net Proceeds); *provided* further that if any Second Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied, then such Net Proceeds shall constitute Excess Proceeds (as defined below).

Notwithstanding the foregoing, to the extent that any or all of the Net Proceeds of any Asset Sales by a Foreign Subsidiary (a "Foreign Disposition") is prohibited or delayed by applicable local law from being repatriated to the United States, the portion of such Net Proceeds so affected will not be required to be applied in compliance with this Section 10.7, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation to the United States (the Company hereby agreeing to use reasonable efforts to cause the applicable Foreign Subsidiary to take all actions reasonably required by the applicable local law, applicable organizational impediments or other impediment to permit such repatriation), and if such repatriation of any of such affected Net Proceeds is permitted under the applicable local law, such repatriation will be promptly effected and such repatriated Net Proceeds will be applied (whether or not repatriation actually occurs) in compliance with this covenant.

To the extent that the aggregate amount of Notes and such *Pari Passu* Indebtedness tendered pursuant to an Asset Sale Offer under Section 8.4 is less than the Excess Proceeds (or in the case of an Advance Offer, the Advance Portion), the Company may use any remaining Excess Proceeds for general corporate purposes, subject to compliance with other covenants contained in this Agreement. If the aggregate principal amount of Notes and the *Pari Passu* Indebtedness surrendered in an Asset Sale Offer exceeds the amount of Excess Proceeds. Selection of such *Pari Passu* Indebtedness will be made pursuant to the terms of such *Pari Passu* Indebtedness. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset to zero (regardless of whether there are any remaining Excess Proceeds upon such completion).

Pending the final application of any Net Proceeds pursuant to this Section 10.7, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by this Agreement.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Agreement, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Agreement by virtue thereof.

10.8. Nature of Business.

From and after the Closing Date, the Company shall not, nor shall it permit any of its Restricted Subsidiaries to, engage in any material line of business other than the businesses engaged in by the Company or any Restricted Subsidiary on the Closing Date and similar, complementary, ancillary or related businesses.

10.9. No Layering of Debt.

The Company will not incur, create, issue, assume, guarantee or otherwise become liable for any Indebtedness that is junior in right of security or payment (including without limitation by way of a junior lien, "second out" lien, second out payment priority, payment waterfall or similar provision) to the Senior Credit Facilities, the Secured Notes, the Existing Notes or any other Indebtedness of the Company or any of its Restricted Subsidiaries and senior in right of security or payment to the Notes (including without limitation as a result of being secured by liens on any assets or being guaranteed by any Person not guaranteeing the Notes), except with respect to any assets covered by or entities involving any NMTC Transaction.

10.10. Limited Condition Acquisition.

At the option of the Company, using the date that the definitive agreement for such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is entered into (the "Transaction Agreement Date") may be used as the applicable date of determination, as the case may be, in each case with such pro forma adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio" or "EBITDA." For the avoidance of doubt, if the Company elects to use the Transaction Agreement Date as the applicable date of determination in accordance with the foregoing, (a) any fluctuation or change in the Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Debt Ratio, Consolidated Secured Debt Ratio, Net Income, Consolidated Net Income or EBITDA of the Company, the target business or assets to be acquired subsequent to the Transaction Agreement Date and at or prior to the consummation of such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness, will not be taken into account for purposes of determining whether any Indebtedness or Lien that is being incurred in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is permitted to be incurred or in connection with compliance by the Company or any of the Restricted Subsidiaries with any other provision of this Agreement or any other transaction undertaken in connection with such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness and (b) until such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness is consummated or such definitive agreements are terminated, such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness and all transactions proposed to be undertaken in connection therewith (including the incurrence of Indebtedness and Liens) will be given pro forma effect when determining compliance of other transactions (including the incurrence of Indebtedness and Liens unrelated to such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness) that are consummated after the Transaction Agreement Date and on or prior to the consummation of such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness and any such transactions (including any incurrence of Indebtedness and the use of proceeds thereof) will be deemed to have occurred on the date the definitive agreements are entered and outstanding thereafter for purposes of calculating any baskets or ratios under this Agreement after the date of such agreement and before the consummation of such acquisition or similar Investment or repayment, repurchase or refinancing of Indebtedness; provided that in connection with the making of Restricted Payments, the calculation of Consolidated Net Income (and any defined term a component of which is Consolidated Net Income) will not, in any case, assume such

acquisition or similar Investment has been consummated. In addition, compliance with any requirement in this Agreement relating to absence of Default or Event of Default may be determined as of the Transaction Agreement Date and not as of any later date as would otherwise be required under this Agreement. In the event an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) is incurred or issued, any Lien is incurred or other transaction is undertaken on the same date that any other item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) is incurred or issued, any other Lien is incurred or other transaction is undertaken, then the Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Debt Ratio and Consolidated Secured Debt Ratio will be calculated with respect to such incurrence, issuance or other transaction without regard to any other incurrence, issuance or transaction. Each item of Indebtedness, Disqualified Stock or Preferred Stock that is incurred or issued, each Lien incurred and each other transaction undertaken will be deemed to have been incurred, issued or taken first, to the extent available, pursuant to the relevant Fixed Charge Coverage Ratio, Consolidated Total Leverage Ratio, Consolidated First Lien Ratio and Consolidated Secured Debt Ratio.

11. EVENTS OF DEFAULT.

An "Event of Default" shall exist if any of the following conditions or events shall occur and be continuing:

(a) default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, Make-Whole Amount, if any, or other premium, if any, on the Notes;

(b) default for more than 30 days in the payment when due of interest or Breakage Amount, if any, on or with respect to the Notes;

(c) failure by the Company for 120 days after receipt of written notice given by the Agent at the direction of the Required Holders to comply with any of its obligations, covenants or agreements described in Section 7;

(d) failure by the Company or any Guarantor for 60 days after the Company's receipt of written notice given by the Agent at the direction of the Required Holders to comply with any of its obligations, covenants or agreements (other than a default referred to in clauses (a), (b) or (c) of this Section 11) contained in this Agreement or the Notes;

(e) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries, other than Indebtedness owed to the Company or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Notes, if both:

(i) such default either results from the failure to pay any principal of such Indebtedness beyond the applicable grace period, if any, whether by scheduled maturity, required prepayment, acceleration, demand or otherwise, or relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity or otherwise and results in the holder or holders of such Indebtedness causing such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise) prior to its stated maturity; and

(ii) the principal amount of such Indebtedness, together with the principal amount of any other such indebtedness in default for failure to pay any principal beyond the applicable grace period, if any, whether by scheduled maturity, required prepayment, acceleration, demand or otherwise, or the maturity of which has been so accelerated, aggregate $70.0 million or more at any one time outstanding;

(f) failure by the Company or any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, to pay final judgments aggregating in excess of $70.0 million, which final judgments remain unpaid, undischarged, unwaived and unstayed for a period of more than 90 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(g) the Guarantee of any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, shall for any reason cease to be in full force and effect or any responsible officer of any Guarantor that is a Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, as the case may be, denies that it has any further liability under its or their Guarantee(s) or gives notice to such effect, other than by reason of the termination of this Agreement or the release of any such Guarantee in accordance with this Agreement;

(h) any representation or warranty made in writing by or on behalf of the Company or any Guarantor or by any officer of the Company or any Guarantor in this Agreement or the Guarantee or in any writing furnished in connection with the transactions contemplated hereby proves to have been false or incorrect in any material respect on the date as of which made;

(i) the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a custodian of it or for all or substantially all of its property; or

(iv) makes a general assignment for the benefit of its creditors;

(j) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in a proceeding in which the Company or any such Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, or for all or substantially all of the property of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary; or

(iii) orders the liquidation of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 90 consecutive days;

(k) The occurrence of one or more ERISA Events, which individually or in the aggregate result in liability of Holdings, the Company or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(l) any of the Note Documents ceases to be in full force and effect (except, as to the release of any Guarantee, as provided in Section 1.2(b)) for any reason, including by reason of (A) its being declared to be null and void in whole or in material part by a court or other governmental or regulatory authority having jurisdiction or (B) the validity or enforceability thereof being contested by any of the Company or any Subsidiary Guarantor or any of them renouncing any of the same or denying that it has any or further liability under any Note Document to which it is a party.

12. REMEDIES ON DEFAULT, ETC.

12.1. Acceleration.

(a) If an Event of Default with respect to the Company described in Section 11(i) or (j) has occurred, all the Notes then outstanding shall automatically become immediately due and payable, at the price calculated as of the acceleration date in accordance with Section 8.2(c).

(b) If any Event of Default (other than of a type specified in Sections 11(i) or (j)) with respect to the Company) occurs and is continuing under this Agreement, the Required Holders by notice to the Company (with a copy to the Agent) may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately, at the price calculated as of the acceleration date in accordance with Section 8.2(c).

Upon any Notes becoming due and payable under this Section 12.1, whether automatically or by declaration, such Notes will forthwith mature and the entire unpaid principal amount of such Notes, plus (w) all accrued and unpaid interest thereon (including interest accrued thereon at the Default Rate, if any) and any Breakage Amount, if any, and (x) any applicable Make-Whole Amount or other premium determined in respect of such principal amount in accordance with Section 8.2(c) (to the full extent permitted by applicable law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived. The Company acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount or other premium by the Company in the event that the Notes are prepaid or are accelerated as a result of an Event of Default (including an Event of Default arising under Sections 11(i) or (j)), is intended to provide compensation for the deprivation of such right under such circumstances.

12.2. Other Remedies.

If any Default or Event of Default has occurred and is continuing, and irrespective of whether any Notes have become or have been declared immediately due and payable under Section 12.1, the holder of any Note at the time outstanding may proceed to protect and enforce the rights of such holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Note, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

12.3. Rescission.

At any time after any Notes have been declared due and payable pursuant to Section 12.1(b), the Required Holders by written notice to the Company (with a copy to the Agent), may rescind and annul any such declaration and its consequences if (a) the Company has paid all overdue interest on the Notes, all principal of and any Make-Whole Amount, any Breakage Amount, if any, or other premium on any Notes that are due and payable and are unpaid other than by reason of such declaration, and all interest on such overdue principal and any Make-Whole Amount, any Breakage Amount, if any, or other premium and (to the extent permitted by applicable law) any overdue interest in respect of the Notes, at the Default Rate, (b) all Events of Default and Defaults, other than non-payment of amounts that have become due solely by reason of such declaration, have been cured or have been waived pursuant to Section 17, and (c) no judgment or decree has been entered for the payment of any monies due pursuant hereto or to the Notes. No rescission and annulment under this Section 12.3 will extend to or affect any subsequent Event of Default or Default or impair any right consequent thereon.

12.4. No Waivers or Election of Remedies, Expenses, etc

No course of dealing and no delay on the part of any holder of any Note or the Agent in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such holder's or the Agent's rights, powers or remedies. No right, power or remedy conferred by this Agreement or by any Note or the Guarantee upon any holder thereof shall be exclusive of any other right, power or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute or otherwise.

13. REGISTRATION; EXCHANGE; SUBSTITUTION OF NOTES.

13.1. Registration of Notes.

The Company shall keep at its principal executive office at the address set forth at the beginning hereof, or such other address or agency as the Company shall have specified to the holder of each Note in writing, a register for the registration and registration of transfers of Notes. The name and address of each holder of one or more Notes, each transfer thereof and the name and address of each transferee of one or more Notes shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof, and the Company and Agent shall not be affected by any notice or knowledge to the contrary. Promptly following the Closing Date and each subsequent change to the register and on the fifth Business Day prior to each date on which a payment is made to the holders, the Company shall provide a copy of the register to the Agent. The Company shall give to any holder of a Note that is an Institutional Accredited Investor or the Agent, promptly upon request therefor, a complete and correct copy of the names and addresses of all registered holders of Notes. The Agent may conclusively rely upon the last delivered copy of the register.

13.2. Transfer and Exchange of Notes.

Upon surrender of any Note at the principal executive office of the Company or other designated agency for registration of transfer or exchange (and in the case of a surrender for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of such Note or his attorney duly authorized in writing and accompanied by the address for notices of each transferee of such Note or part thereof), the Company shall execute and deliver within five Business Days (subject to the last sentence of this paragraph), at the Company' expense (except as provided below), one or more new Notes (as requested by the holder thereof) of the same series in exchange therefor, in an aggregate principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such Person as such holder may request and shall be substantially in the form of Note specified for the Notes of such series and tranche, if any. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid thereon. The Company may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of Notes. Notes shall not be transferred in denominations of less than $100,000, provided that if necessary to enable the registration of transfer by a holder of its entire holding of Notes, one Note may be in a

denomination of less than $100,000. Any transferee, by its acceptance of a Note registered in its name (or the name of its nominee), shall be deemed to have made the representations and warranties set forth in Section 6 and all other agreements and assumptions of obligations of a holder under this Agreement, including without limitation Article 24. The Company shall not effect any transfer within five Business Days of any date on which payments are to be paid to the holders.

Holders of the Notes may only transfer the Notes to Eligible Assignees. Upon any transfer, the Company shall require from such holder any administrative information and tax forms required by the Agent and promptly forward the same to the Agent upon receipt by such holder.

13.3. Replacement of Notes.

Upon receipt by the Company of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note, and

(a) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company (provided that if the holder of such Note is, or is a nominee for, an original Purchaser or another Institutional Accredited Investor holder of a Note with a minimum net worth of at least $50.0 million, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(b) in the case of mutilation, upon surrender and cancellation thereof, the Company at the holder's expense (including, without limitation, attorney's fees and disbursements in replacing such Note) shall execute and deliver within five Business Days, in lieu thereof, a new Note of the same series and tranche, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed or mutilated Note or dated the date of such lost, stolen, destroyed or mutilated Note if no interest shall have been paid thereon.

14. PAYMENTS ON NOTES.

14.1. Place of Payment.

Subject to Section 14.2, payments of principal, Make-Whole Amount, if any, any premium, if any, any Breakage Amount, if any, and interest becoming due and payable on the Notes shall be made by 12:00p.m. noon on the due date by the Company in immediately available funds to the Agent for payment to the holders at the wire instructions provided to the Company and the Agent in writing.

14.2. Home Office Payment.

So long as you or your nominee shall be the holder of any Note, and notwithstanding anything contained in Section 14.1 or in such Note to the contrary, the Agent, to the extent it has received such funds from the Company, will pay all sums becoming due on such Note for principal, Make-Whole Amount, if any, any premium, if any, Breakage Amount, if any, and interest by the method and at the wire instructions provided to the Company and the Agent in writing or by such other method as you shall have from time to time specified to the Company

and the Agent in writing for such purpose, without the presentation or surrender of such Note or the making of any notation thereon, except that upon written request of the Company made concurrently with or reasonably promptly after payment or prepayment in full of any Note, you shall surrender such Note for cancellation, reasonably promptly after any such request, to the Company at its principal executive office or at the place of payment most recently designated by the Company pursuant to Section 14.1. Prior to any sale or other disposition of any Note held by you or your nominee such Person will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to the Company in exchange for a new Note or Notes pursuant to Section 13.2. The Company will afford the benefits of this Section 14.2 to any Institutional Accredited Investor that is the direct or indirect transferee of any Note purchased by you under this Agreement and that has made the same agreement relating to such Note as you have made in this Section 14.2.

14.3. Payments Generally.

The Agent shall remit all payments received by the Agent on account of amounts owed to any holder promptly to such holder; provided, that in the event any payment owed by the Company is made in part (or recovered from any other Person in part) and not in whole, the amount received by the Agent shall be ratably distributed to each holder to which a portion of such payment is owed based on the percentage that the Aggregate Amount Due to such holder constitutes of the Aggregate Amounts Due collectively to all holders to which a portion of such payment is owed. If the Agent collects any money or other property distributable in respect of the Company's obligations under the Note Documents, it shall pay out the money or property in the following order: first, to the Agent (including any predecessor Agent), in payment for amounts due to the Agent under Section 15.1 or Section 23.8; second, to the holders for all amounts due and unpaid under the Note Documents (whether in the form of principal, Make-Whole, if any, premium, if any, Breakage Costs, if any, interest, fees, amounts due in accordance with Section 15.1 or 23.8 or otherwise), ratably, without preference or priority of any kind, according to the amounts due and payable to each such holder; and third, to the Company.

14.4. Ratable Sharing.

The holders hereby agree among themselves that if any of them shall receive (whether by exercise of any right ofset-off or banker's lien, by counterclaim or cross action or by the enforcement of any right under the Note Documents or otherwise), receive payment or reduction of a proportion of the aggregate amount of principal, interest, fees and other amounts then due and owing to that holder hereunder or under the other Note Documents (collectively, the "Aggregate Amounts Due" to such holder) that is greater than the proportion received by any other holder in respect of the Aggregate Amounts Due to such other holder, then the holder receiving such proportionately greater payment shall, unless such proportionately greater payment is required by the terms of this Agreement, (i) notify the Agent of the receipt of such payment and (ii) apply a portion of such payment to purchase assignments (which it shall be deemed to have purchased from each seller of an assignment simultaneously upon the receipt by such seller of its portion of such payment) of the Aggregate Amounts Due to the other holders so that all such recoveries of Aggregate Amounts Due shall be shared by all holders in proportion to the Aggregate Amounts Due to them; provided that (A) if all or part of such proportionately greater payment received by such purchasing holder is thereafter recovered from such holder

upon the bankruptcy or reorganization of the Company or its Subsidiaries or otherwise, those purchases shall be rescinded and the purchase prices paid for such assignments shall be returned to such purchasing holder ratably to the extent of such recovery, but without interest and (B) the foregoing provisions shall not apply to (1) any payment made by the Company or any Guarantor pursuant to and in accordance with the express terms of the Note Documents or (2) any payment obtained by a holder as consideration for the assignment or transfer (other than an assignment or transfer pursuant to this Section 14.4) of its Note pursuant to Section 13.2. The Company expressly consents to the foregoing arrangement and agrees that any purchaser of an assignment so purchased may exercise any and all rights of a holder as to such assignment as fully as if that holder had complied with the provisions of Section 13.2 with respect to such assignment. In order to further evidence such assignment (and without prejudice to the effectiveness of the assignment provisions set forth above), each purchasing holder and each selling holder agree to comply with the provisions of Section 13.2 at the request of a selling holder or a purchasing holder.

15. EXPENSES, ETC.

15.1. Transaction Expenses.

In the case of GSO Capital Partners LP, the Agent and each Other Purchaser's initial costs and expenses in connection with the preparation of this Agreement and the other Note Documents, whether or not the transactions contemplated hereby are consummated, the Company will pay all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees of Willkie Farr & Gallagher LLP but limited to a single law firm to all Purchasers taken as a whole and, if reasonably required, local or other counsel in any material jurisdiction, and the reasonable and documented attorneys' fees of Alston & Bird LLP) incurred by you and each Other Purchaser or holder of a Note in connection with such transactions, with any amendments, waivers or consents under or in respect of this Agreement or the Notes (whether or not such amendment, waiver or consent becomes effective), including: (a) the reasonable costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement or the Notes, or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement or the Notes, or by reason of being a holder of any Note and (b) the reasonable and documented out-of-pocket costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Company or any Subsidiary or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes but limited, in the case of legal fees and expenses, to one counsel to such holders taken as a whole and, if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole and solely in the case of any actual or perceived conflict of interest, (x) one additional counsel to all affected parties and (y) one additional local counsel in each relevant jurisdiction for all affected parties. The Company will pay, and will save you and each other holder of a Note and the Agent harmless from, all claims in respect of any fees, costs or expenses if any, of brokers and finders (other than those retained by you). The Company will pay the fees of the Agent as agreed to in a separate fee letter.

15.2. Survival.

The obligations of the Company under this Section 15 will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement or the Notes, the earlier resignation or removal of the Agent and the termination of this Agreement.

16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Notes, the purchase or transfer by you of any Note or portion thereof or interest therein and the payment of any Note through the payment or prepayment in full thereof, and may be relied upon by any subsequent holder of a Note, regardless of any investigation made at any time by or on behalf of you or any other holder of a Note. All statements contained in any certificate or other instrument delivered by or on behalf of the Company pursuant to this Agreement shall be deemed representations and warranties of the Company under this Agreement. Subject to the preceding sentence, this Agreement, the Notes and any Subsidiary Guarantees embody the entire agreement and understanding between you and the Company and supersede all prior agreements and understandings relating to the subject matter hereof.

17. AMENDMENT AND WAIVER.

17.1. Requirements.

This Agreement, the Notes and the Guarantee may be amended, and the observance of any term hereof, of the Guarantee or of the Notes may be waived (either retroactively or prospectively), with (and only with) the written consent of the Company (and the Guarantors, in the case of the Guarantee) and the Required Holders, except that:

(a) no such amendment or waiver may, without the written consent of the holder of each Note at the time outstanding adversely affected thereby, (i) subject to the provisions of Section 12 relating to acceleration or rescission, reduce the amount or postpone the time of any prepayment or payment of principal of, or fees on, or reduce the rate (other than via a waiver of the imposition of the Default Rate with respect to amounts not yet accrued, which may be made by the Required Holders) or postpone the time of payment or change the method of computation of interest or of the Make-Whole Amount or other premium on, the Notes or (ii) modify the provisions of Sections 8.4(c), 8.5, 8.7, 14.3, 14.4, 17.2(b) or any other provision requiring the pro rata treatment of the holders of the Note; provided, further, that so long as the KKR Entities hold no less than 20% of the aggregate outstanding amount of the Notes, the written consent of the KKR Entities shall be required to make any modification described in this clause (a)(ii);

(b) no such amendment or waiver may, without the written consent of each holder, (i) change the percentage of the principal amount of the Notes the holders of which are required to consent to any amendment or waiver, (ii) release all or substantially all of the Guarantors from their obligations under the Subsidiary Guarantees or (iii) amend the definition of Required Holders or Administrative Holders;

provided, that, if holders of at least 90% of the outstanding principal amount of the Notes have approved any such amendment or waiver in accordance with the foregoing Sections 17.1(a) or 17.1(b), then each holder of the Notes shall be deemed to have approved such amendment or waiver unless such amendment or waiver material adversely affects a holder that has not affirmatively consented to such amendment or waiver in a manner disproportionate to the adverse effect of such amendment or waiver on the other holders; and

(c) no amendment or waiver shall be valid without the Agent's prior written consent if such waiver or amendment affects the rights, duties, protections, immunities or indemnities of the Agent.

The Company shall provide notice of any amendment or waiver to the Agent within five Business Days after the effectiveness of such amendment or waiver.

17.2. Solicitation of Holders of Notes.

(a) *Solicitation*. The Company will provide each holder of the Notes (irrespective of the amount of Notes then owned by it) with sufficient information, sufficiently far in advance of the date a decision is required, to enable such holder to make an informed and considered decision with respect to any proposed amendment, waiver or consent in respect of any of the provisions hereof or of the Notes. The Company will deliver executed or true and correct copies of each amendment, waiver or consent effected pursuant to the provisions of this Section 17 to each holder of outstanding Notes promptly following the date on which it is executed and delivered by, or receives the consent or approval of, the requisite holders of Notes.

(b) *Payment.* The Company will not directly or indirectly pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, or grant any security or provide other credit support, to any holder of Notes as consideration for or as an inducement to the entering into by any holder of Notes of any waiver or amendment of any of the terms and provisions hereof unless such remuneration is concurrently paid, or security is concurrently granted or other credit support concurrently provided, on the same terms, ratably to each holder of Notes then outstanding even if such holder did not consent to such waiver or amendment.

(c) *Consent in Contemplation of Transfer.* Any consent made pursuant to this Section 17.2 by the holder of any Note that has transferred or has agreed to transfer such Note to the Company, any Subsidiary or any Affiliate of the Company and has provided or has agreed to provide such written consent as a condition to such transfer shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such transferring holder.

17.3. Binding Effect, etc.

Any amendment or waiver consented to as provided in this Section 17 applies equally to all holders of Notes and is binding upon them and upon each future holder of any Note and upon the Company without regard to whether such Note has been marked to indicate such amendment or waiver. No such amendment or waiver will extend to or affect any obligation, covenant, agreement, Default or Event of Default not expressly amended or waived or impair any right consequent thereon. No course of dealing between the Company and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein, the term "this Agreement" or "the Agreement" and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

17.4. Notes held by Company, etc.

Solely for the purpose of determining whether the holders of the requisite percentage of the aggregate principal amount of Notes then outstanding approved or consented to any amendment, waiver or consent to be given under this Agreement or the Notes, or have directed the taking of any action provided herein or in the Notes to be taken upon the direction of the holders of a specified percentage of the aggregate principal amount of Notes then outstanding, Notes directly or indirectly owned by the Company shall be deemed not to be outstanding.

18. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by facsimile or electronic mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid) or (b) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(a) if to you or your nominee, to you or it at the address specified for such communications in Schedule A, or at such other address as you or it shall have specified to the Agent in writing,

(b) if to any other holder of any Note, to such holder at such address as reflected in the register,

(c) if to the Company, at its address set forth at the beginning hereof to the attention of the Chief Financial Officer and the General Counsel, or at such other address as the Company shall have specified to the Agent in writing, or

(d) if to the Agent, to:

Wilmington Trust, National Association
50 South Sixth St., Suite 1290
Attention: PQ Corporation Administrator
Fax: 612-217-5651

Notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing; notices personally delivered will be deemed given at the time delivered by hand; notices given by facsimile will be deemed given when receipt is acknowledged; notices given by overnight air courier guaranteeing next day delivery will be deemed given the next Business Day after timely delivery to the courier; and notices given electronically will be deemed given when sent. The Company may satisfy its obligations to provide any notices to holders of the Notes provided for hereunder by delivering such notice to the Agent together with instructions directing the Agent to provide such notice to holders of the Notes.

The Company hereby acknowledges that (A) the Agent will make available to the holders materials and/or information provided by or on behalf of the Company hereunder (collectively, "Company Materials") by posting the Company Materials on Intralinks or another similar electronic system (the "Platform") and (B) certain of the holders (each, a "Public Holder") may have personnel who do not wish to receive material non-public information and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Company hereby agrees that (x) by marking Company Materials "PUBLIC," the Company shall be deemed to have authorized the Agent and the holders to treat such Company Materials as not containing any material non-public information (although it may be sensitive and proprietary) (provided, however, that to the extent such Company Materials constitute Confidential Information, they shall be treated as set forth in Section 20); (y) all Company Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Agent shall treat any Company Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information".

Each Public Holder agrees to cause at least one individual at or on behalf of such Public Holder to at all times have selected the "*Private Side Information*" or similar designation on the content declaration screen of the Platform in order to enable such Public Holder or its delegate, in accordance with such Public Holder's compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to communications that are not made available through the "*Public Side Information*" portion of the Platform and that may contain material nonpublic information with respect to the Company or its securities for purposes of United States Federal or state securities laws.

THE PLATFORM IS PROVIDED "*AS IS*" AND "*AS AVAILABLE.*" NEITHER THE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO THE COMPANY OR ANY GUARANTOR, ANY HOLDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE

COMPANY'S OR GUARANTOR'S OR THE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

19. [INTENTIONALLY OMITTED]

20. CONFIDENTIAL INFORMATION.

For the purposes of this Section 20, "Confidential Information" means information delivered to you by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by you as being confidential information of the Company or such Subsidiary, provided that such term does not include information that (a) was publicly known or otherwise known to you prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by you or any Person acting on your behalf, (c) otherwise becomes known to you other than through disclosure by the Company or any Subsidiary or (d) constitutes financial statements delivered to you under Section 7.1 that are otherwise publicly available. You will maintain the confidentiality of such Confidential Information in accordance with procedures adopted by you in good faith to protect confidential information of third parties delivered to you, provided that you may deliver or disclose Confidential Information to (i) your Affiliates and your and their directors, trustees, officers, employees, agents, attorneys, advisors, sub-advisors, funding sources, investors, potential investors and other representatives and affiliates (to the extent such disclosure reasonably relates to the administration of the investment represented by your Notes or, in the case of such advisors, sub-advisors, funding sources, investors, potential investors or other representatives, to the extent they are informed of the confidential nature of such Confidential Information and they agree to keep such Confidential Information confidential), (ii) your auditors, financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Section 20, (iii) any federal or state regulatory authority having jurisdiction over you, (iv) the National Association of Insurance Commissioners or any similar organization, or any nationally recognized rating agency that requires access to information about your investment portfolio, (v) any other Person with the prior written consent of the Company, (vi) any holder of a Note or (vii) any other Person to which such delivery or disclosure may be necessary or appropriate, including pursuant to the terms of this Agreement (x) to effect compliance with any law, rule, regulation or order applicable to you, (y) in response to any subpoena or other legal process or (z) in connection with any litigation to which you are a party. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this Section 20 as though it were a party to this Agreement. On reasonable request by the Company in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominee), such holder will enter into an agreement with the Company embodying the provisions of this Section 20.

21. SUBSTITUTION OF PURCHASER.

You shall have the right to substitute any one of your Affiliates or such funds, entities and accounts that are managed or advised by you or your Affiliates (a "Substitute Purchaser") as the purchaser of the Notes that you have agreed to purchase hereunder, by written notice to the Company, which notice shall be signed by both you and such Substitute Purchaser, shall contain such Substitute Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by such Substitute Purchaser of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, any reference to you in this Agreement (other than in this Section 21) shall be deemed to refer to such Substitute Purchaser in lieu of you. In the event that such Substitute Purchaser is so substituted as a Purchaser hereunder and such Substitute Purchaser thereafter transfers to you all of the Notes then held by such Substitute Purchaser, upon receipt by the Company of notice of such transfer, wherever the word "you" is used and any reference to such Substitute Purchaser as a "Purchaser" in this Agreement (other than in this Section 21) shall no longer be deemed to refer to such Substitute Purchaser, but shall refer to you, and you shall again have all the rights of an original holder of the Notes under this Agreement, as the case may be.

22. TAXES

22.1. Tax Gross Up.

Any and all payments by or on account of any obligation of Company under this Agreement to any holder shall be made without deduction or withholding for any present or future Taxes of whatever nature imposed or levied by or on behalf of any jurisdiction (hereinafter a "Taxing Jurisdiction"), except as required by applicable law. If the deduction or withholding of any Tax shall at any time be required in respect of any amounts to be paid by the Company under this Agreement or the Notes or in respect of gains on the transfer of any Note, the Company shall pay to the relevant Taxing Jurisdiction the full amount required to be withheld, deducted, or otherwise paid before penalties attach thereto or interest accrues thereon and pay to each holder such additional amounts as may be necessary in order that the net amounts paid to such holder pursuant to the terms of this Agreement or the Notes after such deduction, withholding or payment (including, without limitation, any required deduction or withholding of Tax on or with respect to such additional amount), shall be not less than the amounts then due and payable to such holder under the terms of this Agreement or the Notes before the assessment of such Tax, provided that no payment of additional amounts shall be required to be made for or on account of:

(a) Any Tax that would not have been imposed but for the existence of any present or former connection between such holder (or a fiduciary, settlor, beneficiary, member of, shareholder of, or possessor of a power over, such holder, if such holder is an estate, trust, partnership or corporation or any Person other than the holder to whom the Notes or any amount payable thereon is attributable for the purposes of such Tax) and the Taxing Jurisdiction, other than the mere making of a loan or holding of the relevant Note or the receipt of payments thereunder or in respect thereof, including, without limitation, such holder (or such other Person described in the above parenthetical) being or having been a citizen or resident thereof, or being or having been present or engaged in a trade or business therein or having or having had an

establishment, office, fixed base, or branch therein, provided that this exclusion shall not apply with respect to a Tax that would not have been imposed but for the Company after the date of the Closing, opening an office in, moving an office to, reincorporating in, or changing the Taxing Jurisdiction from or through which payments on account of this Agreement or the Notes are made, to the Taxing Jurisdiction imposing the relevant Tax;

(b) Any Tax that would not have been imposed but for the delay or failure by the holder (following a written request by the Company) in the filing with the relevant Taxing Jurisdiction of Forms (as defined below) that are required to be filed by such holder to avoid or reduce such Taxes (including for such purpose any refilings or renewals of filings that may from time to time be required by the relevant Taxing Jurisdiction), provided that such holder shall be deemed to have satisfied the requirements of this clause (b) upon the good faith completion and submission of such Forms (including refilings or renewals of filings) as may be specified in a written request of the Company no later than 60 days after receipt by such holder of such written request;

(c) Any Taxes imposed under FATCA;

(d) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such holder under this Agreement or the Notes pursuant to a law in effect on the date on which such holder becomes a party to this Agreement; or

(e) Any combination of clauses (a), (b), (c) or (d) above.

22.2. Tax Forms.

By acceptance of any Note, the holder of such Note agrees, subject to the limitations of clause (b) above, that it will from time to time with reasonable promptness, duly complete and deliver to or as reasonably directed by the such properly completed and executed documentation reasonably requested by the Company and the Agent (including, without limitation, any applicable IRS Form W-8 or W-9) as will permit such payments to be made without withholding or at a reduced rate of withholding (collectively, "Forms").

22.3. Tax Receipts.

The Company will furnish the holders, promptly and in any event within 60 days after the date of any payment by the Company of any Tax in respect of any amounts paid under or in respect of this Agreement or the Notes the original tax receipt issued by the relevant taxation or other authorities involved for all amounts paid as aforesaid (or if such original tax receipt is not available or must legally be kept in the possession of the Company a duly certified copy of the original tax receipt or any other reasonably satisfactory evidence of payment), together with such other documentary evidence with respect to such payments as may be reasonably requested from time to time by any holder.

22.4. Tax Indemnification.

If the Company is required by any applicable law, as modified by the practice of the taxation or other authority of any relevant Taxing Jurisdiction, to make any deduction or withholding of any Tax in respect of which the Company would be required to pay any additional amount under this Section 22, but for any reason does not make such deduction or withholding with the result that a liability in respect of such Tax assessed directly against a holder and such holder pays such liability then the Company will promptly reimburse such holder for such payment (including any related interest or penalties to the extent such interest or penalties arise by virtue of a default or delay by the Company) upon demand by such holder accompanied by an official receipt (or duly certified copy thereof) issued by the taxation or other authority of the relevant Taxing Jurisdiction.

To the extent required by any applicable law, Agent may withhold from any payment to any holder under a Note Document an amount equal to any applicable withholding tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that Agent did not properly withhold tax from amounts paid to or for the account of any holder (because the appropriate certification form was not delivered, was not properly executed, or fails to establish an exemption from, or reduction of, withholding tax with respect to a particular type of payment, or because such holder failed to notify Agent or any other Person of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason), or Agent reasonably determines that it was required to withhold taxes from a prior payment but failed to do so, such holder shall promptly indemnify Agent fully for all amounts paid, directly or indirectly, by such Agent as tax or otherwise, including penalties and interest, and together with all expenses incurred by Agent, including legal expenses, allocated internal costs and out-of-pocket expenses. Agent may offset against any payment to any holder under a Note Document, any applicable withholding tax that was required to be withheld from any prior payment to such holder but which was not so withheld, as well as any other amounts for which Agent is entitled to indemnification from such holder under this Section.

22.5. Mitigation.

(a) If any holder of a Note requests indemnification pursuant to Section 22.4, or the Company is required to pay any additional amount to any holder of a Note or any Taxing Jurisdiction for the account of any holder of a Note pursuant to Section 22.1, then such holder shall use reasonable efforts to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such holder, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 22.4 or 22.1, as applicable, in the future, and (ii) would not subject such holder to any material unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous to such holder in any material respect.

(b) If any holder of a Note requests indemnification pursuant to Section 22.4, or the Company is required to pay any additional amount to any holder of a Note or any Taxing Jurisdiction for the account of any holder of a Note pursuant to Section 22.1, then the Company may, at its sole expense and effort, upon notice to such holder, (x) prepay any part of the Notes held by such holder, at a prepayment price equal to 100% of the principal amount so prepaid plus accrued and unpaid interest thereon as of the date of prepayment, without regard to any Make-Whole Amount or Breakage Amount, or (y) replace such holder by requiring such holder to transfer, assign and delegate (and such holder shall be obligated to transfer, assign and delegate), without recourse, all of its interests, rights and obligations under this Agreement to an Eligible

Assignee that shall assume such obligations (which Eligible Assignee may be another holder, if any holder accepts such transfer, assignment and delegation); provided that (A) such holder shall have received payment of an amount equal to accrued and unpaid interest and all other amounts payable to such holder hereunder as of the date of transfer, (B) such transfer, assignment and delegation will result in a reduction in the indemnification obligation pursuant to Section 22.4 or the additional amounts payable pursuant to Section 22.1, as applicable, and (C) such transfer, assignment and delegation does not conflict with applicable law. No holder of a Note shall be required to make any such transfer, assignment and delegation, and the Company may not prepay the Notes held by such holder pursuant to this clause, if, prior thereto, as a result of a waiver by such holder or otherwise, the circumstances entitling the Company to require such transfer, assignment and delegation or make such prepayment cease to apply.

22.6. Survival.

The obligations of the Company under this Section 22 shall survive the making of any payment under this Agreement or a Note and the transfer of any Note. The provisions of this Section 22 shall also apply to successive transferees of the Notes.

23. MISCELLANEOUS.

23.1. Successors and Assigns.

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

23.2. Jurisdiction and Process; Waiver of Jury Trial.

(a) Each party hereto irrevocably submits to the exclusive jurisdiction of any New York or federal court sitting in New York City, over any suit, action or proceeding arising out of or relating solely to this Agreement or the Notes. To the fullest extent permitted by applicable law, each party hereto irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each party hereto agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in Section 23.2(a) brought in any such court shall be conclusive and binding upon it subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.

(c) Each party hereto irrevocably consents to process being served in any suit, action or proceeding solely of the nature referred to in Section 23.2(a) by mailing a copy thereof by registered or certified or priority mail, postage prepaid, return receipt requested, or delivering a copy thereof in the manner for delivery of notices specified in Section 18, to it. Each party hereto

agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(d) Nothing in this Section 23.2 shall affect the right of any holder of a Note or the Agent to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes or the Agent, as applicable, may have to bring proceedings against the Company in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(e) THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

23.3. Payments Due on Non-Business Days.

Anything in this Agreement or the Notes to the contrary notwithstanding, any payment of principal of or Make-Whole Amount, other premium or Breakage Amount or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day.

23.4. Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

23.5. Construction.

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

23.6. Effectiveness; Counterparts.

This Agreement shall become effective on the date hereof following execution hereof by the Company, the Agent and each Purchaser. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

23.7. Governing Law; Submission to Jurisdiction.

This Agreement and the Notes shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

23.8. Indemnification.

The Company shall indemnify the Agent, each holder and each Related Party of any of the foregoing persons (each such person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel to the Indemnitees (excluding allocated costs of internal counsel) (limited to one primary outside counsel for the Agent and its Related Parties and one primary outside counsel for all other Indemnitees plus, in each case, any special or local counsel in each relevant jurisdiction and, in the case of an actual or reasonably perceived conflict of interest where the Indemnitees affected by such conflict inform the Company of such conflict and, thereafter, retains their own counsel, of another firm of counsel for all such affected Indemnitees) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Company or any of its Affiliates arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Note Document, or any amendment, amendment and restatement, modification or waiver of the provisions hereof or thereof, 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 Note or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any of its Affiliates, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee (except that clauses (x), (y) and (z) below shall not apply to the Agent or any Related Party of the Agent), be available to the extent that such losses, claims, damages, liabilities or related expenses (w) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee (or such Indemnitee's Related Parties), (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to be attributable to a material breach of such Indemnitee (or such Indemnitee's Related Parties) of its obligations under the Note Documents, (y) relate to disputes solely among or between holders or (z) relate to any alleged breach of this Agreement by the holders or Purchasers, whether brought by a third party, the Company or its Affiliates; provided, further, that, for the avoidance of doubt, losses, claims, damages, liabilities or related expenses subject to indemnification or reimbursement under this Section 23.8 shall not include Taxes. The Company may, in its sole discretion, assume the defense of any claims brought against the Agent, subject to Agent's determination of any actual or potential conflict of interest.

For the purpose of this Section 23.8, "Related Parties" shall mean, with respect to any person, such person's Affiliates and the partners, directors, officers, employees, trustees, administrators, managers, agents, advisors and subadvisors of such person and of such person's Affiliates.

To the fullest extent permitted by applicable Requirements of Law, (i) neither the Company nor any Guarantor shall assert, and the Company and each Guarantor hereby waives, any claim against any Indemnitee, and (ii) no Indemnitee shall assert, and each Indemnitee hereby waives, any claim against any the Company or any Guarantor, 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 Note Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Note 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. The obligations of the Company under this Section 23.8 will survive the termination of this Agreement and the resignation or removal of the Agent.

23.9. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) “or” is not exclusive;

(d) “including” means including without limitation;

(e) words in the singular include the plural and words in the plural include the singular;

(f) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Indebtedness merely by virtue of its nature as unsecured Indebtedness, and senior Indebtedness shall not be deemed to be subordinate or junior to any other senior Indebtedness merely by virtue of its junior priority with respect to the same collateral;

(g) “$”, “U.S. Dollars”, “dollars” and “Dollars” each refer to United States dollars, or such other money of the United States of America that at the time of payment is legal tender for payment of public and private debts;

(h) “consolidated” means, with respect to any Person, such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary shall be accounted for as an Investment;

(i) “will” shall be interpreted to express a command;

(j) references to “you” or “your” in this Agreement shall relate solely to the Purchasers or other holders of Notes and not to the Agent;

(k) provisions apply to successive events and transactions;

(l) unless the context otherwise requires, any reference to an “Article,” “Section,” “clause,” “Schedule” or “Exhibit” refers to an Article, Section, clause, Schedule or Exhibit, as the case may be, of this Agreement;

(m) the words “herein,” “hereof” and other words of similar import refer to this Agreement as a whole and not any particular Article, Section, clause or other subdivision;

(n) references to sections of, or rules under the Securities Act or the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time; and

(o) unless otherwise provided, references to agreements and other instruments shall be deemed to include all amendments and other modifications to such agreements or instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement.

24. NOTEHOLDER AGENT.

24.1. Appointment.

(a) Each holder hereby irrevocably designates and appoints Wilmington Trust, National Association to act as the Agent for the holders under this Agreement and the other Note Documents to which the Agent is a party and each holder irrevocably authorizes the Agent, in such capacity, to enter into and to take such action on its behalf under the provisions of this Agreement and each other Note Document to which it is a party, on behalf of such holder, binding such holder to the terms and conditions thereof.

(b) Notwithstanding any provision to the contrary elsewhere in this Agreement or any other Note Document, the Agent shall not have any duties or responsibilities, except those expressly set forth herein or therein, or any fiduciary relationship with any holder or any other Person, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Note Document or otherwise exist against the Agent.

(c) In performing its functions and duties solely under this Agreement, the Agent shall act solely as the agent of the holders and does not assume, nor shall be deemed to have assumed, any obligation or relationship of trust with or for the holders. Without limiting the generality of the foregoing, the Agent shall not be required to take any action with respect to any Event of Default, except at the direction of the Required Holders. The provisions of this Article 24 are solely for the benefit of the Agent and the holders of Notes, and neither the Company nor any of its Subsidiaries or Affiliates shall have any 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 Note Documents (or any other similar term) with reference to the 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.

24.2. Delegation of Duties.

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

24.3. Exculpatory Provisions.

(a) Neither the Agent nor any of its respective officers, directors, employees, agents, advisors,attorneys-in-fact or affiliates shall be (i) liable for any action taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Note Document believed to be in its powers (except to the extent that any of the foregoing are found by a final decision of a court of competent jurisdiction that is not subject to appeal to have resulted from its or such Person's own gross negligence or willful misconduct), (ii) responsible in any manner to any of the holders for any recitals, statements, representations or warranties made by the Company or any Guarantor or any officer thereof contained in this Agreement or any other Note Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Note Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Note Document or for any failure of the Company or any Guarantor to perform its obligations hereunder or thereunder, (iii) liable to any Person for any action taken pursuant to direction from Required Holders, (iv) liable to any Person for special, punitive, indirect, consequential or incidental loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if such Agent has been advised of the likelihood of such loss or damage or (v) responsible for the satisfaction of any condition set forth in Article 4. The Agent shall not be under any obligation to any holder to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Note Document, or to inspect the properties, books or records of the Company or any Guarantor.

(b) The Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing. The Agent shall not be required to take any action at the direction of holders of Notes that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Note 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. The Agent shall in no event be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

(c) The 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 Holders 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.

24.4. Notice of Default.

The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received notice from a holder or the Company referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default".

24.5. Non-Reliance on the Agent and Other Holders.

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

24.6. Indemnification.

The holders agree to indemnify the Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Company and without limiting the obligation of the Company to do so), ratably according to their respective pro rata share in effect on the date on which indemnification is sought under this Section (with such pro rata share calculated as such holder's pro rata share of the aggregate outstanding Notes), from and against any and all liabilities, obligations, losses,

damages, penalties, actions, judgments, suits, costs, claims, including Environmental Claims, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Notes) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, this Agreement, the Notes or any of the other Note Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing and whether brought by a third party, the Company or any holders; *provided* that no holder shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final decision of a court of competent jurisdiction not subject to appeal to have resulted from such Agent Indemnitee's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Notes and all other amounts payable hereunder, and the resignation or removal of the Agent hereunder.

24.7. The Agent in its Individual Capacity.

The Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Company and the Guarantors as though such Agent were not an Agent.

24.8. Successor Agent.

The Agent (i) may resign as Agent upon thirty (30) Business Days' notice to the holders and Company or (ii) may be removed at the direction of the Required Holders. If the Agent shall resign or be removed under this Agreement and the other Note Documents, then the Required Holders may appoint a successor agent, which successor agent shall (unless an Event of Default shall have occurred and be continuing) be subject to approval by the Company (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Agent, and the term "Agent" shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders. If no successor Agent shall have been appointed by the Required Holders and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent's resignation or removal shall be effective at the expiration of such 30 days. After any retiring Agent's resignation as Agent, the provisions of this Section 24 and of Sections 23.8 and 14.2 shall continue to inure to its benefit.

Any Person into which the Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust assets as a whole or substantially as a whole, or any Person resulting from any such conversion, merger, consolidation, sale or transfer to which the Agent is a party, shall (provided it is otherwise qualified to serve as the Agent hereunder) be and become a successor Agent hereunder and be vested with all of the rights, duties and obligations as was its predecessor without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto or any other Person, anything herein to the contrary notwithstanding.

24.9. Agent's Duties.

Whenever reference is made in this Agreement or any Note Document to any action by consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Agent or to any amendment, waiver or other modification of this Agreement to be executed (or not to be executed) by the Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion or rights or remedies to be made (or not to be made) by the Agent, it is understood that in all cases such Agent shall be acting, giving, withholding, suffering, omitting, making or otherwise undertaking and exercising the same (or shall not be undertaking and exercising the same) as directed in accordance with this Agreement and the Note Documents. Notwithstanding anything in this Agreement or any Note Document to the contrary, the Agent will not in any event be required to take any action which exposes such Agent to personal liability, which is contrary to this Agreement, the Note Documents or law or with respect to which such Agent does not receive instructions or full indemnification satisfactory to it. In determining whether the requisite holders have directed any action or granted any approval requiring the direction or consent of the holders, the Agent may request and rely on written statements from each of the holders setting forth the outstanding principal amount of its Notes. The Agent shall not be required to take any such action or give any such approval prior to receiving such written statements. Notwithstanding anything else to the contrary herein, it is understood that in all cases the Agent shall be fully justified in failing or refusing to take any such action if it shall not have received written instruction, advice or concurrence from the Required Holders (or such other number or percentage of the holders of notes as shall be expressly provided for herein or in any other Note Document) in respect of such action. The Agent shall have no liability for any failure or delay in taking any actions contemplated above as a result of a failure or delay on the part of the Required Holders to provide such instruction, advice or concurrence. This provision is intended solely for the benefit of the Agent and its permitted successors and assigns and is not intended to, and will not, entitle the other parties hereto to any defense, claim or counterclaims under or in relation to any Note Documents, or confer any rights or benefits on any party hereto.

24.10. Financial Liability.

No provision of this Agreement or any other Note Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby shall require the Agent to (i) expend or risk its own funds or provide indemnities in the performance of any of its duties hereunder or the exercise of any of its rights or power or (ii) otherwise incur any financial liability in the performance of its duties or the exercise of any of its rights or powers if it shall have reasonable grounds for believing repayment of such funds or adequate indemnity against such risk or liability (including an advance of moneys necessary to take the action requested) is not reasonably assured to it except for such liability, if any, arising out of the gross negligence or willful misconduct in the performance of its duties hereunder as determined by a final judgment of a court of competent jurisdiction that is not subject to appeal.

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this Agreement and return it to the Company, whereupon the foregoing shall become a binding agreement between you and the Company.

[*Signature Page follows*]

Very truly yours,

PQ CORPORATION

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, Secretary &
General Counsel

[*Signature Page to Note Purchase Agreement*]

The foregoing is agreed to as of the date thereof.

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Joshua G. James
Name: Joshua G. James
Title: Vice President

The foregoing is agreed to as of the date thereof.

GSO CAPITAL OPPORTUNITIES FUND II (LUXEMBOURG) S.A.R.L.

By: /s/ William Foot
Name: William Foot
Title: Manager A

By: /s/ Jean-Claude Koch
Name: Jean-Claude Koch
Title: Manager B

The foregoing is agreed to as of the date thereof.

GSO CREDIT-A PARTNERS LP

By: GSO CAPITAL PARTNERS LP, its Investment Manager

By: /s/ Marissa Beeney
Name: Marissa Beeney
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

GSO CREDIT-A PARTNERS LP

By: GSO CAPITAL PARTNERS LP, its Investment Manager

By: /s/ Marissa Beeney
Name: Marissa Beeney
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

GSO CREDIT ALPHA FUND LP

By: GSO CAPITAL PARTNERS LP, its Investment Manager

By: /s/ Marissa Beeney
Name: Marissa Beeney
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

GSO PALMETTO OPPORTUNISTIC INVESTMENT PARTNERS LP

By: GSO CAPITAL PARTNERS LP, its Investment Manager

By: /s/ Marissa Beeney
Name: Marissa Beeney
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

GSO CHURCHILL PARTNERS II LP

By: GSO CAPITAL PARTNERS LP, its Investment Manager

By: /s/ Marissa Beeney
Name: Marissa Beeney
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

GSO CACTUS CREDIT OPPORTUNITIES FUND LP

By: GSO CACTUS CREDIT OPPORTUNITIES ASSOCIATES LLC,
its general partner

By: /s/ Marissa Beeney
Name: Marissa Beeney
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

CORPORATE CAPITAL TRUST, INC.

By: /s/ Nicole J. Macarchuk
Name: Nicole J. Macarchuk
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

PCOP II TOPCO INTERMEDIATE B L.P.

By: /s/ Nicole J. Macarchuk
Name: Nicole J. Macarchuk
Title: Authorized Signatory

The foregoing is agreed to as of the date thereof.

MetLife Private Equity Holdings, LLC
By: MetLife SP Holdings, LLC, its sole member
By: Metropolitan Life Insurance Company, its sole member

By: /s/ Justin E. Ryvicker
Name: Justin E. Ryvicker
Title: Director

The foregoing is agreed to as of the date thereof.

MetLife Insurance K.K.
By: MetLife Investment Advisors, LLC, its Investment Manager

By: /s/ Justin E. Ryvicker
Name: Justin E. Ryvicker
Title: Director

The foregoing is agreed to as of the date thereof.

SVG Capital plc

By: /s/ Lynn Fordham
Name: Lynn Fordham
Title: Director

By: /s/ Stuart Ballard
Name: Stuart Ballard
Title: Company Secretary

The foregoing is agreed to as of the date thereof.

Andrew Christopher Currie

By: /s/ Mark Mitchell
Name: Mark Mitchell
Title: Attorney-in-fact

The foregoing is agreed to as of the date thereof.

James Arthur Ratcliffe

By: /s/ Mark Mitchell
Name: Mark Mitchell
Title: Attorney-in-fact

SCHEDULE A

INFORMATION RELATING TO PURCHASERS

Name of Purchaser	Principal Amount of Notes to be Purchased	Taxpayer I.D. Number
GSO CAPITAL OPPORTUNITIES FUND II (LUXEMBOURG) S.À R.L.	$217,000,000	
GSO CREDIT-A PARTNERS LP	$10,000,000	
GSO CREDIT ALPHA FUND LP	$30,000,000	
GSO PALMETTO OPPORTUNISTIC INVESTMENT PARTNERS LP	$10,000,000	
GSO CHURCHILL PARTNERS II LP	$20,000,000	
GSO CACTUS CREDIT OPPORTUNITIES FUND LP	$5,000,000	

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to such bank account as may be designated and notified by the Purchaser to the Company in writing.

(2) Address for all notices and communications and for delivery of the Notes:

GSO CAPITAL OPPORTUNITIES FUND II (LUXEMBOURG) S.À R.L.:

GSO Capital Opportunities Fund II (Luxembourg) S.à r.l.
c/o GSO Capital Partners LP
345 Park Avenue, 31st Floor
New York, NY 10154
12017165632@TLS.LDSPROD.COM

With a copy to:

GSO Capital Partners LP
Attn: Legal
345 Park Avenue, 30st Floor
New York, NY 10154
gsolegal@gsocap.com

GSO CREDIT-A PARTNERS LP:

GSO Credit-A Partners LP
c/o GSO Capital Partners LP
345 Park Avenue, 31st Floor
New York, NY 10154
Attn: Alice Taormina/Isabelle Pradel
Phone: (212) 503-2148/2149
Fax: (214) 919-0506
Email: 12149190506@TLS.LDSPROD.com

With a copy to:

GSO Capital Partners LP
Attn: Legal
345 Park Avenue, 30st Floor
New York, NY 10154
gsolegal@gsocap.com

GSO CREDIT ALPHA FUND LP:

GSO Credit Alpha Fund LP
c/o GSO Capital Partners LP
345 Park Avenue, 31st Floor
New York, NY 10154
Attn: Alice Taormina/Isabelle Pradel
Phone: (212) 503-2148/2149
Fax: (469) 814-8617
Email: 14698148617@tls.ldsprod.com

With a copy to:

GSO Capital Partners LP
Attn: Legal
345 Park Avenue, 30st Floor
New York, NY 10154
gsolegal@gsocap.com

GSO PALMETTO OPPORTUNISTIC INVESTMENT PARTNERS LP:

GSO Palmetto Opportunistic Investment Partners LP
Alice Taormina

345 Park Avenue, 31st Floor
New York, NY 10154
Phone: (212) 503-2148
Fax: (212) 503-6961
Email: alice.taormina@gsocap.com
Fax number: 1-972-996-7811
Email: 19729967811@tls.ldsprod.com

With a copy to:

GSO Capital Partners LP
Attn: Legal
345 Park Avenue, 30st Floor
New York, NY 10154
gsolegal@gsocap.com

GSO CHURCHILL PARTNERS II LP:

GSO CHURCHILL PARTNERS II LP
345 Park Avenue, 31st Floor
New York, NY 10154
Attn: Sal Aloia
Email: Sal.Aloia@gsocap.com
Phone: 212-503-6982
Fax: 214-646-1846
Email for notices: 12146461846@tls.ldsprod.com

With a copy to:

GSO Capital Partners LP
Attn: Legal
345 Park Avenue, 30st Floor
New York, NY 10154
gsolegal@gsocap.com

GSO CACTUS CREDIT OPPORTUNITIES FUND LP:

GSO Capital Partners LP
345 Park Avenue, 31st Floor
New York, NY 10154
Contact (loans only): Sal Aloia
Phone: 212-503-6982
Fax: (469)-919-5919
Email: 14699195919@tls.ldsprod.com

With a copy to:

GSO Capital Partners LP
Attn: Legal
345 Park Avenue, 30st Floor
New York, NY 10154
gsolegal@gsocap.com

Name of Purchaser	Principal Amount of Notes to be Purchased	Taxpayer I.D. Number
CORPORATE CAPITAL TRUST, INC.	$133,488,372.09	
PCOP II TOPCO INTERMEDIATE B L.P.	$30,511,627.91	

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to such bank account as may be designated and notified by the Purchaser to the Company in writing.

(2) Address for all notices and communications and for delivery of the Notes:

CORPORATE CAPITAL TRUST, INC.:

KKR Funding & Settlement Desk
C/O Treasury Department
555 California, 50th Floor
San Francisco, CA 94104
Attn: Mike Kantor
Tel: 415-315-6500
Fund Name: Corporate Capital Trust, Inc.
Email Address: CreditMiddleOffice@kkr.com

PCOP II TOPCO INTERMEDIATE B L.P.:

PCOP II Topco Intermediate B L.P.
c/o KKR Credit Advisors (US) LLC
555 California, 50th Floor
San Francisco, CA 94104
Attn: Mike Kantor
Phone: 415-315-6500
Fax: 415-391-3330
Email: CreditMiddleOffice@kkr.com

Name of Purchaser	Principal Amount of Notes to be Purchased	Taxpayer I.D. Number
METLIFE PRIVATE EQUITY HOLDINGS, LLC	$12,000,000	
METLIFE INSURANCE K.K.	$13,000,000	

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to such bank account as may be designated and notified by the Purchaser to the Company in writing.

(2) Address for all notices and communications and for delivery of the Notes:

METLIFE PRIVATE EQUITY HOLDINGS, LLC.:

Delivery of original Notes:

MetLife Private Equity Holdings, LLC
c/o Metropolitan Life Insurance Company
Securities Investments, Law Department
P.O. Box 1902
10 Park Avenue
Morristown, New Jersey 07962-1902
Attention: Chiraag Kumar, Esq.

Notices:

MetLife Private Equity Holdings, LLC
c/o Metropolitan Life Insurance Company
Investments, Alternatives
MetLife Private Equity Holdings, LLC
10 Park Avenue
Morristown, NJ 07962
Attn: Director – Mezzanine
email: alternatives@metlife.com

With a copy other than with respect to deliveries of financial statements to:

MetLife Private Equity Holdings, LLC
c/o Metropolitan Life Insurance Company
Investments, Law Department

Metropolitan Life Insurance Company
10 Park Avenue, P.O. Box 1902
Morristown, New Jersey 07962
Attn: Chief Counsel – Securities Investments (Alternatives)
email: ckumar19@metlife.com and Sec_Invest_Law@metlife.com

METLIFE INSURANCE K.K.:

Delivery of original Notes:

MetLife Insurance K.K.
c/o MetLife Investment Advisors, LLC
Investments Law
P.O. Box 1902
10 Park Avenue
Morristown, New Jersey 07962-1902
Attention: Chiraag Kumar, Esq.

Notices:

MetLife Asset Management Corp. (Japan)
Administration Department
ARCA East 7F, 3-2-1 Kinshi
Sumida-ku, Tokyo 130-0013 Japan
Attention: Administration Dept. Manager
Email: saura@metlife.co.jp

With a copy to:

MetLife Insurance K.K.
c/o MetLife Investment Advisors, LLC
Investments, Alternative Investments
P.O. Box 1902
10 Park Avenue
Morristown, New Jersey 07962-1902
Attention: Justin Ryvicker
Emails: alternatives@metlife.com and jryvicker@metlife.com

And:

MetLife Insurance K.K.
c/o MetLife Investment Advisors, LLC
P.O. Box 1902
10 Park Avenue
Morristown, New Jersey 07962-1902
Attention: Chiraag Kumar
Email: mhernandez@metlife.com

Name of Purchaser	Principal Amount of Notes to be Purchased	Taxpayer I.D. Number
SVG CAPITAL PLC	**$30,000,000**	

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to such bank account as may be designated and notified by the Purchaser to the Company in writing.

(2) Address for all notices and communications and for delivery of the Notes:

SVG Capital plc
6 Kean Street
London WC2B 4AS
United Kingdom
Stephen.cunningham@svgcapital.com
Stuart.ballard@svgcapital.com
SVGCapitalNotices@svgcapital.com

Name of Purchaser	Principal Amount of Notes to be Purchased	Taxpayer I.D. Number
ANDREW CHRISTOPHER CURRIE	**$4,000,000**	

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to such bank account as may be designated and notified by the Purchaser to the Company in writing.

(2) Address for all notices and communications and for delivery of the Notes:

With a copy to:

Mark Mitchell, INEOS AG, Avenue des Uttins 3, 1180 Rolle, Switzerland
Telephone: +41 (0)2 1627 7058
Fax: +41 (0)2 1627 7045
Email: mark.mitchell@ineos.com

Name of Purchaser	Principal Amount of Notes to be Purchased	Taxpayer I.D. Number
JAMES ARTHUR RATCLIFFE	**$10,000,000**	

(1) All scheduled payments of principal and interest by wire transfer of immediately available funds to such bank account as may be designated and notified by the Purchaser to the Company in writing.

(2) Address for all notices and communications and for delivery of the Notes:

With a copy to:

Mark Mitchell, INEOS AG, Avenue des Uttins 3, 1180 Rolle, Switzerland
Telephone: +41 (0)2 1627 7058
Fax: +41 (0)2 1627 7045
Email: mark.mitchell@ineos.com

SCHEDULE B

As used herein, the following terms have the respective meanings set forth below or set forth in the Section hereof following such term:

"Acceptable Commitment" is defined in Section 10.7(b)(iv).

"Accredited Investor" means an "accredited investor" within the meaning of Rule 501 under the Securities Act.

"Acquired Indebtedness" means, with respect to any specified Person,

(a) Indebtedness of any other person existing at the time such other Person is consolidated, merged or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging or amalgamating with or into, or becoming a Restricted Subsidiary of, such specified Person, and

(b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Adjusted LIBOR Rate" for each Interest Period means a rate per annum equal to 10.75% plus LIBOR Rate for such Interest Period.

"Administrative Holders" means (a) for the period that the Lead Purchasers and their Affiliates constitute Required Holders, (1) the Lead Purchasers acting together or (2) in the event that any Lead Purchaser no longer constitutes a holder, such other Lead Purchaser and (b) for the period that the Lead Purchasers and their Affiliates no longer constitute Required Holders, at the Company's option either (1) the Required Holders or (2) such holder as the Company and the Required Holders may agree.

"Advance Offer" is defined in Section 8.4(a).

"Advance Portion" is defined in Section 8.4(a).

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "*controlling*," "*controlled by*" and "*under common control with*"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Affiliate Transaction" is defined in Section 10.5(a).

"Agent" is defined in the preamble hereto.

"Agent Indemnitee" is defined in Section 24.6.

"Aggregate Amounts Due" is defined in Section 14.4.

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act 2010, and other similar laws and regulations applicable to the Company or any Guarantor from time to time.

"Asset Sale" means:

(a) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of the Company or any of its Restricted Subsidiaries (each referred to in this definition as a "disposition"); or

(b) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 10.2 and directors' qualifying shares and shares issued to foreign nationals as required under applicable law);

in each case, other than:

(aa) any disposition of (i) Cash Equivalents (or other financial assets that were Cash Equivalents when the original Investment was made) or Investment Grade Securities, (ii) surplus, obsolete, used, damaged or worn out property or equipment in the ordinary course of business (whether now owned or hereafter acquired) or any disposition or consignment of equipment, inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) property no longer used or useful in the conduct of business of the Company and its Restricted Subsidiaries and (iv) property or equipment that is otherwise economically impracticable to maintain;

(bb) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to the provisions described above under Section 10.4 or any disposition that constitutes a Change of Control pursuant to this Agreement;

(cc) the making of any Restricted Payment that is permitted to be made, and is made, under Section 10.1 or the making of any Permitted Investment;

(dd) any disposition of assets of the Company or any Restricted Subsidiary or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of transactions with an aggregate fair market value not to exceed $20.0 million;

(ee) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to another Restricted Subsidiary;

(ff) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(gg) (i) the sale, lease, assignment, sublease, license or sublicense of any real or personal property in the ordinary course of business and (ii) the termination of leases in the ordinary course of business;

(hh) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary or any other disposition of such Unrestricted Subsidiary or any disposition of assets of such Unrestricted Subsidiary;

(ii) any disposition arising from foreclosure, casualty, condemnation or any similar action or transfers by reason of eminent domain with respect to any property or other asset of the Company or any of the Restricted Subsidiaries or exercise of termination rights under any lease, sublease, license, sublicense, concession or other agreement;

(jj) a transfer of accounts receivable and related assets of the type specified in the definition of "Receivables Facility" (or a fractional undivided interest therein or pursuant to any factoring or similar arrangement);

(kk) dispositions in connection with the granting of a Lien that is permitted under the covenant described above under Section 10.3;

(ll) the issuance by a Restricted Subsidiary of Preferred Stock or Disqualified Stock that is permitted by Section 10.2;

(mm) any financing transaction with respect to property built or acquired by the Company or any Restricted Subsidiary after the Closing Date, including Sale and Lease-Back Transactions, Specified Property Financing and asset securitizations, permitted by this Agreement;

(nn) any grant in the ordinary course of business of any license of patents, trademarks,know-how or any other intellectual property, including, but not limited to, grants of franchises or licenses, franchise or license master agreements and/or area development agreements;

(oo) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(pp) the sale, discount or forgiveness of accounts receivable or notes receivable in the ordinary course of business or in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(qq) the abandonment of intellectual property rights in the ordinary course of business which in the reasonable good faith determination of the Company are uneconomical or not material to the conduct of the business of the Company and the Restricted Subsidiaries taken as a whole;

(rr) termination of non-speculative Hedging Obligations;

(ss) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind in the ordinary course of business;

(tt) sales, transfers and other dispositions of Investments in joint ventures or any Subsidiary that is not a Wholly-Owned Subsidiary to the extent required by, or made pursuant to, buy/sell arrangements between the joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(uu) dispositions of real property and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management or consultants of any direct or indirect parent company, the Company or any Subsidiary;

(vv) dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), which (i) do not materially interfere with the business of the Company and its Restricted Subsidiaries, taken as a whole, or (ii) relate to closed facilities or the discontinuation of any product line;

(ww) dispositions of non-core assets acquired in connection with any acquisition otherwise permitted under this Agreement and sales of Real Estate Assets acquired in any acquisition otherwise permitted under this Agreement; provided that the Net Proceeds received in connection with any such disposition shall be applied in accordance with Section 10.7 (it being understood that notwithstanding the foregoing such amounts and only such amounts shall not be required to be applied or otherwise comply with Section 10.7(a)(i) and (a)(ii)); and

(xx) sales, transfers, dispositions or conveyances that arise out of or relate to any (a) Specified Lease Transactions or (b) NMTC Transaction.

"Asset Sale Offer" is defined in Section 8.4(a).

"Available Incremental Amount" means an aggregate principal amount of up to the sum of (a) an unlimited amount of Indebtedness so long as the Consolidated First Lien Debt Ratio for the Company's most recently ended four consecutive full fiscal quarters for which internal financial statements are available immediately preceding the incurrence or issuance of such Indebtedness, after giving pro forma effect to such incurrence or issuance and the application of the proceeds thereof, is either (i) less than or equal to 4.10:1.00 or (2) on a pro forma basis after giving effect to such incurrence of Indebtedness and any related transaction, the consolidated First Lien Debt Ratio does not increase as a result of such transaction, provided that in no event shall the First Lien Debt Ratio on a *pro forma* basis after giving effect to such incurrence of Indebtedness and any related transaction exceed 4.5:1.00; provided that, for the purposes of determining the amount that can be incurred under this clause (a), all Indebtedness then being incurred pursuant to this clause (a) on such date in reliance on this clause (a) shall be deemed to be included as Consolidated Total Indebtedness that is secured by Liens in clause (1) of the definition of "Consolidated First Lien Debt Ratio" plus (b) $200.0 million; provided, further, that the Company may elect to use clause (a) above prior to this clause (b), and if both clause (a) above and this clause (b) are available and the Company does not make an election, the Company will be deemed to have elected clause (a) above prior to the utilization of any amount available under this clause (b).

"Bank Products" means any services or facilities on account of credit or debit cards, purchase cards, stored value cards or merchant services constituting a line of credit.

"Beneficial Owner," "Beneficially Own" and "Beneficial Ownership" have the meanings assigned to such terms in Rule13d-3 and Rule 13d-5, under the Exchange Act, except that in calculating the Beneficial Ownership of any particular "person" or "group," as such terms are used in Section 13(d)(3) of the Exchange Act, such person or group shall be deemed to have Beneficial Ownership of all shares of Capital Stock that such person or group has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition.

"Board of Directors" means: (a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (b) with respect to a partnership, the Board of Directors of the general partner of the partnership; (c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrowing Base" means the sum of (i) 85% of the eligible accounts receivable of the Company and the other borrowers and guarantors under any revolving Credit Facility (collectively, the "ABL Loan Parties"), plus (ii) the lesser of (x) 85% of the net orderly liquidation value of eligible inventory of the ABL Loan Parties or (y) 70% of the book value of the ABL Loan Parties' eligible inventory (calculated at the lower of cost or market value), plus (iii) 100% of the cash and cash equivalents of the ABL Loan Parties on deposit in accounts secured by a first priority lien in favor of such Credit Facility.

"Breakage Amount" shall mean any loss, cost or expense reasonably incurred by any holder of a Note as a result of any payment or prepayment of any Note on a day other than an Interest Payment Date or at scheduled maturity thereof (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), and any loss or expense arising from the liquidation or reemployment of funds obtained by such holder or from fees payable to terminate the deposits from which such funds were obtained; provided that any such loss, cost or expense shall be limited to the time period from the date of such prepayment through the earlier of (a) the next Interest Payment Date and (b) the maturity date of the Notes. Each holder shall determine the Breakage Amount with respect to the principal amount of its Notes then being paid or prepaid (or required to be paid or prepaid) by written notice to the Company (with a copy to the Agent) setting forth such determination in reasonable detail not less than two Business Days prior to the date of prepayment in the case of any prepayment pursuant to Section 8 or any payment required by Section 12. Each such determination shall be conclusive absent manifest error.

"Business Day" means any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are required or authorized to be closed.

"Capital Stock" means:

(a) in the case of a corporation, shares in the capital of such corporation;

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock;

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"Capitalized Software Expenditures" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person and its Subsidiaries during such period in respect of licensed or purchased software or internally developed software and enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of such Person and such Subsidiaries.

"Cash" means, at any time, cash in hand or at bank that is reported as cash in Company's financial statements prepared in accordance with GAAP.

"Cash Equivalents" means:

(a) dollars, pounds sterling, euro, or any national currency of any participating member state of the EMU or, in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by them from time to time in the ordinary course of business;

(b) securities issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(c) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within one year after such date, in each case with any bank or trust company organized under, or authorized to operate as a bank or trust company under, the laws of the U.S., any state thereof or the District of Columbia and that has capital and surplus of not less than $100.0 million and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(d) commercial paper maturing within 24 months from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(e) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within 24 months after the date of creation thereof and in a currency permitted under clause (a) or (b) above;

(f) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody's or S&P (or reasonably equivalent ratings of another internationally recognized rating agency) with maturities of 24 months or less from the date of acquisition;

(g) Indebtedness or Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) with maturities of 24 months or less from the date of acquisition and in each case in a currency permitted under clause (a) or (b) above;

(h) Investments with average maturities of 12 months or less from the date of acquisition in money market funds ratedAAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's and in each case in a currency permitted under clause (a) or (b) above;

(i) institutional money market funds registered under the Investment Company Act of 1940;

(j) in the case of any Foreign Subsidiaries, investments equivalent to those referred to in clauses (c) through (j) above denominated in foreign currencies customarily used by persons for cash management purposes in any jurisdiction outside the United States; and

(k) investment funds (including shares of any money market mutual fund) investing substantially all of their assets in securities of the types described in clauses (a) through (k) above.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (a) and (b) above, provided that such amounts are converted into any currency listed in clauses (a) and (b) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"Cash Management Services" means any of the following to the extent not constituting a line of credit: treasury and/or cash management services, including, without limitation, other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs, controlled disbursement services, ACH transactions, return items, interstate depository network services, foreign exchange facilities, deposit and other accounts and merchant services (including, for the avoidance of doubt, all "Banking Services" as defined in the Senior Credit Facilities).

"Change of Control" means the occurrence of any of the following after the Closing Date:

(a) at any time prior to a Qualifying IPO, (i) the Permitted Holders cease to be the Beneficial Owners, directly or indirectly, of Voting Stock representing at least 51% of the total voting power of the Voting Stock of Holdings or (ii) CCMP Capital Advisors, LLC and their Affiliates (but not including any of their operating portfolio companies) cease to be the Beneficial Owner, directly or indirectly, of Voting Stock representing at least 51% of the total voting power of the Voting Stock of Holdings held by CCMP Capital Advisors, LLC and their Affiliates (but not including any of their operating portfolio companies) on the Closing Date;

(b) at any time on or after a Qualifying IPO (i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more members of the Permitted Holders, becomes the Beneficial Owner, directly or indirectly of Voting Stock representing more than 50% of the total voting power of the Voting Stock of Holdings, and (ii) the Permitted Holders are not the Beneficial Owners of Voting Stock representing at least an equal percentage of the total voting power of the Voting Stock of Holdings (it being understood that a "Change of Control" shall not be deemed to have occurred with respect to clauses (a)(i) and (b) above if the Investors have, at such time, the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors (or similar governing body) of Holdings);

(c) the sale, lease or transfer, in one or a series of related transactions (other than by way of merger or consolidation), of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one or more Permitted Holders; and

(d) Holdings ceases to own and control, of record and beneficially, directly or indirectly, 100% of each class of outstanding Equity Interests of the Company.

provided that the creation of a Parent Company shall not in and of itself cause a Change of Control.

"Closing" is defined in Section 3(a).

"Closing Date" is defined in Section 4.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

"Company" is defined in the preamble hereto.

"Company Materials" is defined in Section 18.

"Company Percentage of Group Tax" means the percentage obtained by dividing (a) the income Tax that the Company and its Subsidiaries would have been required to pay for the relevant period if they had been a standalone group (computed at the highest marginal tax rate) by (b) the income Tax that is required to be paid by the consolidated group the parent of which is Holdings.

"Company Competitor" means (a) any competitor of the Company and/or any of its subsidiaries and (b) any Affiliate of any such competitor.

"Confidential Information" is defined in Section 20.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, (a) the total amount of depreciation and amortization expense, including without limitation the amortization of intangible assets (including amortization of deferred launch costs), deferred financing fees and Capitalized Software Expenditures, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in

accordance with GAAP and (b) the depreciation of assets of such Person and its subsidiaries acquired under capital leases, which is expensed in cost of goods sold and not included in depreciation and amortization under GAAP.

"Consolidated First Lien Debt Ratio" means, as of any date of determination, the ratio of the sum of (1) (a) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries that is secured by a first priority Lien as of such date of determination and (b) the Reserved Indebtedness Amount secured by a first priority Lien as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the sum of:

(a) consolidated interest expense of such Person and its Restricted Subsidiaries paid or payable in respect of such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par and other bank, administrative agency (or trustee) and financing fees, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit, bank guarantees, bankers' acceptances, ancillary facilities or any similar facility or financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations, and (e) net payments, if any, made (less net payments, if any, received) pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (i) penalties and interest related to taxes, (ii) amortization of deferred financing fees, debt issuance costs, discounted liabilities, commissions, fees and expenses, (iii) any expensing of bridge, commitment and other financing fees, (iv) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Receivables Facility and (v) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization accounting or, if applicable, acquisition accounting; *plus*

(b) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(c) interest income of such Person and its Restricted Subsidiaries for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; provided, however, that, without duplication,

(a) any extraordinary, non-recurring or unusual gains, income, losses, expenses or charges (including costs of and payments of actual or prospective legal settlements, fines, judgments or orders), Transaction Expenses, severance, relocation costs, integration costs, consolidation and costs related to the opening, closure, relocation and/or consolidation of facilities, signing, retention or completion costs and bonuses, recruiting costs, recruiting and hiring bonuses, transition costs, costs incurred in connection with acquisitions (whether or not consummated) after the Closing Date (including integration costs), consulting fees, legal fees and taxes related to issuances of significant options and curtailments or modifications to pension and post-retirement employee benefit plans and corporate reorganization shall be excluded,

(b) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period (including any impact of changes to inventory valuation methods, including changes in capitalization and variances and non-cash adjustments for LIFO accounting),

(c) any gains, charges or losses with respect to disposed, abandoned, closed or discontinued operations (other than assets held for sale) and any accretion or accrual of discounted liabilities and on the disposal of disposed, abandoned and discontinued operations and facilities, plans or distribution centers that have been closed during such period, shall be excluded,

(d) any gains, income, losses, expenses or charges (less all fees and expenses relating thereto) attributable to asset dispositions (including asset retirement costs) or returned surplus assets of any employee pension benefit plan other than in the ordinary course of business shall be excluded,

(e) the Net Income (or loss) for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; provided that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) that are actually paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period by such Person,

(f) solely for the purpose of determining the amount available for Restricted Payments under Section 10.1(a)(iv)(3)(A), the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived, provided that Consolidated Net Income will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the referent Person or any of its Restricted Subsidiaries thereof in respect of such period, to the extent not already included therein,

(g) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in the Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, leases, rights, fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, deferred rent, deferred trade incentives and other lease-related items, advance billings and debt line items thereof) resulting from the application of recapitalization accounting or acquisition method of accounting, as the case may be, in relation to the Transactions or any consummated acquisition or the amortization or write-off or removal of revenue otherwise recognizable on any amounts thereof, net of taxes, shall be excluded or added back in the case of lost revenue,

(h) any income (loss) (less all fees and expenses or charges related thereto) from the early extinguishment or conversion of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded,

(i) any (a) goodwill or other asset impairment charges, write-offs or write-downs or (b) amortization of intangibles shall be excluded,

(j) any taxes based on income, profits, or capital that are not paid or payable currently in cash (i.e., non-cash book tax amounts) shall be excluded,

(k) any non-cash compensation charge, cost, expense, accrual or reserve including any such charge, cost, expense, accrual or reserve arising from the grant of stock appreciation or similar rights, stock options, restricted stock or other equity incentive programs, and any cash charges associated with the rollover, acceleration or payment of management equity in connection with the Transactions shall be excluded,

(l) any fees, commissions and expenses incurred during such period, or any amortization orwrite-off thereof for such period in connection with any acquisition, Investment, Asset Sale, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction shall be excluded,

(m) accruals and reserves that are established or adjusted within twelve months after the Closing Date that are so required to be established or adjusted as a result of the Transactions in accordance with GAAP shall be excluded,

(n) any unrealized or realized net gain or loss resulting from currency translation or transaction gains or losses impacting net income (including currency remeasurements of Indebtedness), any net loss or gain resulting from hedge agreements for currency exchange risk associated with the above or any other currency related risk and those resulting from intercompany Indebtedness) and any foreign currency translation or transaction gains or losses shall be excluded,

(o) any unrealized net gains and losses resulting from Hedging Obligations and the application of Accounting Standards Codification #815 as promulgated by the Financial Accounting Standards Board shall be excluded,

(p) to the extent covered by insurance and actually reimbursed, or, so long as the Company has made a good faith determination that it expects to receive reimbursement within 365 days (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), (x) the amount of any fee, cost, expense or reserve with respect to liability or casualty events or business interruption shall be excluded, and (y) proceeds of such insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace shall be included, and

(q) to the extent actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance, fees, costs, expenses or reserves incurred to the extent covered by indemnification provisions in any agreement in connection with any sale of Capital Stock, acquisition, Permitted Investment, Restricted Payment, Asset Sale, disposition, recapitalization, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (in each case, including any such transaction consummated prior to the Closing Date) shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 10.1 only (other than Section 10.1(a)(iv)(3)(D)), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Company and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Company and its Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Company or any of its Restricted Subsidiaries, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under Sections 10.1(a)(iv)(3)(D) and 10.1(b)(vii).

"Consolidated Total Assets" means, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or like caption) on a consolidated balance sheet of the Company and its Subsidiaries at such date, determined with such pro forma adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Consolidated Total Indebtedness" means, as to any Person as at any date of determination, an amount equal to (x) the sum of (1) the aggregate amount of all outstanding Indebtedness (other than Indebtedness incurred in connection with any NMTC Transaction permitted under Section 10.2(b)(xxix)) of such Person and its Restricted Subsidiaries on a consolidated basis consisting of Indebtedness for borrowed money, Obligations in respect of Capitalized Lease Obligations and debt obligations evidenced by promissory notes and similar instruments, including for the avoidance of doubt any Indebtedness contemplated under Section 10.1(b)(xv)(3), and (2) the aggregate amount of all outstanding Disqualified Stock of such Person and all Preferred Stock of its Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and Preferred Stock equal to the greater of their respective

voluntary or involuntary liquidation preferences and maximum fixed repurchase prices, in each case determined on a consolidated basis in accordance with GAAP, less unrestricted cash and Cash Equivalents included on the consolidated balance sheet of such Person and any Restricted Subsidiaries as of such date; *provided* that "Consolidated Total Indebtedness" shall exclude any obligation, liability or indebtedness of such Person if, upon or prior to the maturity date thereof, such Person has irrevocably deposited with the proper Person in trust or escrow the necessary funds (or evidences of indebtedness) for the payment, redemption or satisfaction of such obligation, liability or indebtedness, and thereafter such funds and evidences of such obligation, liability or indebtedness or other security so deposited are not included in unrestricted cash and Cash Equivalents, in accordance with GAAP. For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Stock or Preferred Stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or Preferred Stock as if such Disqualified Stock or Preferred Stock were purchased on any date on which Consolidated Total Indebtedness shall be required to be determined pursuant to this Agreement, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock or Preferred Stock, such fair market value shall be determined reasonably and in good faith by the Company.

"Consolidated Total Leverage Ratio" means, as of any date of determination, the ratio of the sum of (1)(a) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries as of such date of determination and (b) the Reserved Indebtedness Amount as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such pro forma adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent,

(a) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(b) to advance or supply funds

(i) for the purchase or payment of any such primary obligation, or

(ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or

(c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Contractual Obligation" means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Control Event" means the execution by the Company of a definitive written agreement (excluding, for the avoidance of doubt, any letter of intent) that, when fully performed by the parties thereto, would result in a Change of Control.

"Controlled Entity" means (a) any of the Subsidiaries of the Company and any of their or the Company's respective Affiliates and (b) any parent company of the Company and such parent company's Affiliates.

"Copyright" means the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

"CPQ" means CPQ Midco I Corporation.

"Credit Facilities" means, with respect to the Company or any Restricted Subsidiary, one or more debt facilities, including the Senior Credit Facilities, or other financing arrangements (including, without limitation, commercial paper facilities with banks or other institutional lenders or investors or indentures) providing for revolving credit loans, term loans, letters of credit or other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements, or refundings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that refinance any part of the loans, notes or other securities, other credit facilities or commitments thereunder, including any such refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof (provided that such increase in borrowings is permitted under Section 10.2) or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Default Rate" means 2% per annum above the then applicable Adjusted LIBOR Rate.

"Designated Non-cash Consideration" means the fair market value of non-cash consideration received by the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of Cash Equivalents received in connection with a subsequent sale, redemption, repurchase of, or collection or payment on, such Designated Non-cash Consideration.

"Designated Preferred Stock" means Preferred Stock of the Company, any Restricted Subsidiary or any direct or indirect parent company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officer's Certificate, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in Section 10.1(a)(iv)(3).

"Disqualified Institution" means (i) any Person that is or becomes a Company Competitor and is designated by the Company as such in a writing provided to the Agent after the date hereof, which designation shall not apply retroactively to disqualify any Person that has purchased the Notes and (ii) any Affiliate of any such Company Competitor that is reasonably identifiable on the basis of such Affiliate's name or that the Company has otherwise identified as an Affiliate; *provided* that an entity becoming an Affiliate of a Company Competitor shall not retroactively disqualify any Person that has previously purchased the Notes.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the Notes or the date the Notes are no longer outstanding; *provided, however*, that if such Capital Stock is issued to any current or former employee or to any plan for the benefit of employees, directors, officers, members of management or consultants of the Company or its Subsidiaries or by any such plan to such employees, directors, officers, members or management or consultants, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's, director's, officer's, management member's or consultant's termination, death or disability.

"Domestic Subsidiary" means a Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period

(a) increased (without duplication) by:

(i) provision for taxes based on income or profits or capital (including pursuant to any tax sharing or tax distribution arrangements), including, without limitation, federal, state, local, provincial, foreign, excise, franchise, property and similar taxes and foreign withholding taxes and foreign unreimbursed value added taxes (including, in each case, penalties and interest related to such taxes or arising from tax examinations) of or with respect to such Person paid or accrued during such period deducted (and not added back) in computing Consolidated Net Income; *plus*

(ii) Fixed Charges of such Person for such period plus bank fees and costs of surety bonds in connection with financing activities, plus amounts excluded from Consolidated Interest Expense as set forth in clauses (i), (ii), (iii), (iv) and (v) in the definition thereof, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income plus commissions, discounts and other fees and charges owed with respect to letters of credit, bankers' acceptance or any similar facilities or financing and Hedging Obligations; *plus*

(iii) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same was deducted (and not added back) in computing Consolidated Net Income; *plus*

(iv) (a) Transaction Expenses and (b) transaction fees, costs and expenses (including rationalization, legal, tax and structuring fees, costs and expenses) incurred (1) in connection with the consummation of any transaction (or any transaction proposed and not consummated) permitted under this Agreement, including any Equity Offering, Permitted Investment, Restricted Payments, acquisitions, dispositions, recapitalizations, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (including any amortization or write-off of debt issuance or deferred financings costs, premiums and prepayment penalties) or similar transactions) or any Qualifying IPO, including (x) such fees, expenses or charges related to the offering of the Notes, the Senior Credit Facilities, the Secured Notes and the Receivables Facility, (y) any amendment or other modification of the Notes, any Credit Facility, the Secured Notes, the Existing Senior Notes and the Receivables Facility and (z) commissions, discounts, yield and other fees and charges (including any interest expense related to any Receivables Facility), in each case, deducted (and not added back) in computing Consolidated Net Income; *plus*

(v) the amount of any costs, charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings (including sourcing), operating expense reductions, operating improvements, product margin synergies and product cost and other synergies and similar initiatives, integration, transition, reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, restructuring costs (including those related to tax restructurings), charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, business optimization and other restructuring costs, charges, accruals, reserves and expenses (including, without limitation, inventory optimization programs, software development costs, the opening, closure, relocation and/or consolidation of facilities and plants, unused warehouse space costs, costs related to entry into new markets, unused warehouse space costs, and consulting and other professional fees, signing or retention costs, retention or completion charges or bonuses, relocation expenses, severance payments, curtailments and modifications to or losses on settlement of pension and post-retirement employee benefit plans, excess pension charges, pension related charges under FASB ASC 715, accretion of asset retirement obligations in accordance with FASB ASC 410, contract termination costs, future lease commitments, new system design and implementation costs and project startup costs and expenses attributable to the implementation of cost savings initiatives and professional and consulting fees incurred in connection with any of the foregoing); *plus*

(vi) any other non-cash charges or losses, including (a) any write offs or write downs, (b) the vesting of warrants and stock options and other equity based awards compensation, (c)

losses on sales, disposals or abandonment of, or any impairment charges or asset write off related to, intangible assets, long-lived assets and investments in debt and equity securities, (d) all losses from investments recorded using the equity method (other than to the extent funded with cash) and (e) other non-cash charges, non-cash expenses or non-cash losses reducing Consolidated Net Income for such period (provided that if any suchnon-cash charges, expenses or losses represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); *plus*

(vii) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-Wholly-Owned Subsidiary deducted (and not added back) in such period in calculating Consolidated Net Income;*plus*

(viii) the amount of management, monitoring, consulting, transaction and advisory fees (including termination fees) and related indemnities and expenses paid or accrued in such period to the Permitted Holders or other persons with a similar interest in the Company or its direct or indirect parent companies to the extent otherwise permitted under Section 10.5 and deducted (and not added back) in such period in computing Consolidated Net Income; *plus*

(ix) expected cost savings (including sourcing), operating expense reductions, other operating improvements and expense reductions and product margin synergies and product cost and other synergies projected by the Company in good faith to be realized as a result (i) the Transactions, and (ii) specified actions taken or to be taken by the Company or any of its Restricted Subsidiaries (calculated on a pro forma basis as though such cost savings, operating improvements and expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating improvements and expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that such cost savings, expense reductions, operating improvements and synergies are reasonably identifiable and factually supportable and are reasonably anticipated to be realized within 18 months after the change, acquisition or disposition that is expected to result in such cost savings, expense reductions, or operating improvements and other synergies (which adjustments may be incremental to pro forma adjustments made pursuant to the definition of "Fixed Charge Coverage Ratio"), provided that the aggregate amount of addbacks made under this clause (ix) shall not exceed an amount equal to 25% of EBITDA for the period of four consecutive fiscal quarters most recently ended (and such determination shall be made prior to the making of, and without giving effect to, any adjustments pursuant to this clause (ix)); *plus*

(x) the amount of loss on sale of receivables and related assets to the Receivables Subsidiary in connection with a Receivables Facility*plus*

(xi) (a) any charges, costs, expenses, accruals or reserves incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, pension plan or other long-term or post-employment benefit, any stock subscription or shareholder agreement or any distributor equity plan or agreement, including any fair value adjustments that may be required under liquidity puts for such arrangements, (b) any charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Capital Stock held by management of the

Company, any direct or indirect parent company and/or any of its subsidiaries, in each case to the extent that such charges, costs, expenses, accruals or reserves are funded with cash proceeds contributed to the capital of the Company as a result of capital contribution or as a result of the sale or issuance of Capital Stock (other than Disqualified Stock) of the Company solely to the extent that such net cash proceeds are excluded from the calculation set forth in Section 10.1(a)(iv)(3) and (c) any charges, costs, or expenses incurred in respect of bonus payments pursuant to employee incentive programs (including any bonus plans) that exceed 100% of the total amount projected for such payments, *plus*

(xii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to clause (b) of this definition of "EBITDA" below for any previous period and not added back; *plus*

(xiii) earn-out and contingent consideration obligations incurred or accrued in connection with any acquisition or other Permitted Investment and paid or accrued during such period and on similar acquisitions and Permitted Investments completed prior to the Closing Date, *plus*

(xiv) with respect to any joint venture that is not a Restricted Subsidiary, an amount equal to the proportion of those items described in clauses (a)(i) to (a)(iii) of this definition of "EBITDA" relating to such joint venture corresponding to such Person's and its Restricted Subsidiaries' proportionate share of such joint venture's Consolidated Net Income (determined as if such joint venture were a Restricted Subsidiary), *plus*

(xv) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs, *plus*

(xvi) at the option of the Company, (A) the excess of GAAP rent expense over actual cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent or the application of fair value adjustments made as a result of recapitalization or purchase accounting, in each case, for GAAP purposes, (B) the non-cash amortization of tenant allowances and (C) the cash portion of sublease rentals received by such Person; provided that, in each case, if any such non-cash charge represents an accrual or reserve for potential cash items in any future period, such Person may determine not to add back such non-cash charge in the current period, *plus*

(xvii) the Consolidated Net Income attributable to the percentage ownership of any joint venture that is accounted for under the equity method attributable to the Company, *plus*

(xviii) the amount of travel expenses, payroll taxes, indemnification payments, director's fees and any other charges, costs, expenses, accruals or reserves incurred in connection with, or amounts payable to, any director of the board of the Company or its parent entities in connection with such director serving as a member of such Board of Directors and performing his or her duties in respect thereof, *plus*

(xix) Synthetic Lease Obligations, to the extent deducted as an expense in such period, *plus*

(xx) other add-backs and adjustments reflected in the model made available to the Lead Purchasers on Intralinks in April 2016.

(b) decreased (without duplication) by:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase EBITDA in such prior period, *plus*

(ii) any net income from disposed or discontinued operations; and

(c) increased or decreased by (without duplication), as applicable, any adjustments resulting from the application of ASC Topic Number 460 (Guarantees).

For purposes of testing the covenants under this Agreement in connection with any transactions, the EBITDA of the Company and the Restricted Subsidiaries shall be further adjusted to reflect such *pro forma* adjustments as are appropriate and consistent with the*pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio (other than as set forth in the proviso of the first paragraph of such definition).

"Eco Opco" means Eco Services Operations LLC.

"Eligible Assignees" means (a) a Purchaser, (b) a financial institution or any other "accredited investor" (as defined in Regulation D of the Securities Act or (c) any Affiliate of a Purchaser, provided that in any event, "Eligible Assignee" shall not include (i) any natural person or (ii) any Disqualified Institution.

"EMU" means economic and monetary union as contemplated in the Treaty on European Union.

"Environmental Claim" means any claim, written notice, demand, order, action, suit, or proceeding alleging liability for or obligation with respect to any investigation, remediation, removal, cleanup, response, corrective action, damages to natural resources, personal injury, property damage, fines, penalties or other costs resulting from, related to or arising out of (i) the presence, Release or threatened Release of Hazardous Material at any location or (ii) any violation or alleged violation of any Environmental Law, and shall include any claim seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from, related to or arising out of the presence, Release, or threatened Release of Hazardous Material.

"Environmental Law" means any and all present and future applicable federal, state, local, and foreign treaties, laws, statutes, ordinances, regulations, rules, decrees, orders, judgments, consent orders, consent decrees, code or other legally binding requirements, in each case having the force and effect of law, and the common law, including possessing all applicable Environmental Permits and compliance with requirements thereof, relating to protection of the environment, employee health and safety or Hazardous Materials, including, without limitation,

CERCLA; RCRA; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*; the Emergency Planning and the Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 *et seq*., the Hazardous Material Transportation Act, 49 U.S.C. § 5101 *et seq*., and the Occupational Safety and Health Act, 29 U.S.C. § *651 et seq.* (to the extent it regulates occupational exposure to Hazardous Materials).

"Environmental Permit" means any permit, license, approval, registration, notification, exemption, consent or other authorization required by or from a Governmental Authority under Environmental Law.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"Equity Offering" means any public or private sale of common stock or Preferred Stock of the Company or any of its direct or indirect parent companies (excluding Disqualified Stock), other than:

(a) public offerings with respect to the Company's or any direct or indirect parent company's common stock registered on Form S-8;

(b) issuances to any Subsidiary of the Company; and

(c) any such public or private sale that constitutes an Excluded Contribution.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that is treated as a single employer together with the Company or any Restricted Subsidiary under Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 or 430 of the Code or Section 302 or 303 of ERISA with respect to any Pension Plan, or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan or a failure to make a required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by the Company, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Company, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan; (f) the imposition of liability on the Company, any of

its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of the Company, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan, or the receipt by the Company, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA or is in "endangered" or "critical" status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (h) a failure by the Company, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates to pay when due (after expiration of any applicable grace period) any installment payment with respect to withdrawal liability under Section 4201 of ERISA; (i) a determination that any Pension Plan is, or is reasonably expected to be, in "at-risk" status, within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; or (j) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to Section 303(k) ERISA with respect to any Pension Plan.

"euro" means the single currency of participating member states of the EMU.

"Event of Default" is defined in Section 11.

"Excess Proceeds" is defined in Section 8.4(a).

"Excess Tax Distribution" means, for any year, the excess of (x) Permitted Tax Distributions made to fund estimated Tax payments for such year, over (y) the income Tax determined to be the Company Percentage of Group Tax due for such year.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Excluded Contribution" means net cash proceeds, marketable securities or Qualified Proceeds received by the Company after the Closing Date from:

(a) contributions to its common equity capital, and

(b) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company, in each case designated as Excluded Contributions pursuant to an Officer's Certificate on or promptly after the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in Section 10.1(a)(iv)(3).

"Existing Eco Credit Agreement" means that certain credit agreement (as amended, restated or otherwise modified from time to time), dated as of December 1, 2014, by and among Eco Opco, a Delaware limited liability company, as the borrower, Eco Services Intermediate Holdings LLC, a Delaware limited liability company, as holdings, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as issuing bank, administrative agent and collateral agent.

"Existing PQ Credit Agreement" means that certain credit agreement (as amended, restated or otherwise modified from time to time), dated as of November 8, 2012, by and among the Company, as the borrower, CPQ Midco I Corporation, a Delaware corporation, as holdings, each lender from time to time party thereto, JPMorgan Chase Bank, N.A., as L/C issuer and Credit Suisse AG, Cayman Islands Branch, as administrative agent, swing line lender and L/C issuer.

"Existing Senior Notes" means the 8.500% Senior Notes due 2022 issued pursuant to an indenture dated as of October 24, 2014, by and among Eco Opco and Eco Finance Corp. as issuers and Wilmington Trust, National Association, as Trustee.

"Fair Market Value" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors of the Company in the case of amounts of $30.0 million or more and otherwise by an officer of the Company (unless otherwise provided in this Agreement).

"FACTA" means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code, any intergovernmental agreement between the U.S. and any other jurisdiction that facilitates the implementation of such Sections of the Code and any treaty, law, regulation or other official guidance issued under or with respect to the foregoing.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Fixed Charge Coverage Ratio" means, with respect to any Person for any period, the ratio (1) EBITDA of such Person and its Restricted Subsidiaries for such period to (2) the Fixed Charges of such Person and its Restricted Subsidiaries the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the Calculation Date. In the event that such Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repurchases, redeems, retires or extinguishes any Indebtedness (other than Indebtedness under any revolving credit facility or revolving advances under any Receivables Facility, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during such applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Fixed Charge Coverage Ratio Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, repurchase, redemption, retirement or extinguishment of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period for which internal financial statements are available; *provided, however,* that the pro forma calculation shall not give any effect to any Indebtedness incurred on such determination date pursuant to Section 10.2(b).

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, amalgamations, mergers (including the Transactions), consolidations and discontinued operations (as determined in accordance with GAAP), Subsidiary designations and any operational changes or cost savings initiatives that the Company or any of its Restricted Subsidiaries has determined to make/or has made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, amalgamations, mergers, consolidations, discontinued operations and operational changes (and the change in any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Company or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, amalgamation, merger, consolidation, discontinued operation or operational change that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, amalgamation, consolidation or operational change had occurred at the beginning of the applicable four-quarter period.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate. Interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such indebtedness during the applicable period.

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the average exchange rate for such currency for the most recent twelve month period immediately prior to the date of determination in a manner consistent with GAAP.

"Fixed Charge Coverage Ratio Calculation Date" is defined in the definition of "Fixed Charge Coverage Ratio."

"Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of:

(a) Consolidated Interest Expense of such Person for such period;

(b) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock during such period;

(c) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period; and

(d) all cash dividends or other distributions paid pursuant to Section 10.1(b)(xv)(3).

"Foreign Disposition" is defined in Section 10.7.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"Forms" is defined in Section 22.2.

"GAAP" means generally accepted accounting principles in the United States which are in effect on the Closing Date, except for any reports required to be delivered under Section 7.1, which shall be prepared in accordance with GAAP in effect on the date thereof. At any time after the Closing Date, the Company may irrevocably elect to apply IFRS accounting principles in lieu of GAAP, and upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS pursuant to the previous sentence.

"Government Official" means any officer, director, or employee of any Governmental Authority. Without limiting the foregoing, "Government Official" includes any government officer, director, or employee, any officer, director, or employee of any government-controlled entity, public international organization, or state-owned or -controlled (in whole or in part) corporation, business, or organization, any Person acting in an official capacity for or on behalf of any Governmental Authority, or any political party, party official, or candidate for public office.

"Governmental Authority" means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court (including any supra-national body or public international organization exercising such powers or functions, such as the European Union or the European Central Bank), in each case whether associated with a state or locality of the U.S., the U.S., or a foreign government. Without limiting the foregoing, "Governmental Authority" includes or any state-owned or -controlled (in whole or in part) corporation, business, or organization of any country.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Guarantee" is defined in Section 1.2(a).

"Guarantor" means each Person that Guarantees the Notes in accordance with the terms of this Agreement.

"Hazardous Material" means (a) any petroleum or petroleum products, radioactive materials, asbestos or asbestos containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous substances," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance that might pose a hazard to health or safety and is regulated under any Environmental Law.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies (including, for the avoidance of doubt, under all "Hedging Obligations" as defined in the Senior Credit Facilities).

"holder" means, with respect to any Note, the Person in whose name such Note is registered in the register maintained by the Company pursuant to Section 13.1.

"Holdings" means PQ Holdings Inc.

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002, as in effect from time to time, to the extent relevant to the applicable financial statements.

"incur" or "incurrence" is defined in Section 10.2(a).

"Indebtedness" means, with respect to any Person, without duplication:

(a) any indebtedness (including principal and premium) of such Person, whether or not contingent:

(i) in respect of borrowed money;

(ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof);

(iii) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), which purchase price is (A) due more than six months from the date of incurrence of the obligation in respect thereof or (B) evidenced by a note or similar written instrument, except (i) any such balance that constitutes an obligation in respect of a commercial letter of credit, a trade payable or similar obligation, in each case accrued in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and is not paid within 30 days of becoming due and payable and (iii) any such obligations under ERISA or liabilities associated with customer prepayments and deposits; or

(iv) representing any Hedging Obligations;

if and to the extent that any of the foregoing Indebtedness (other than letters of credit (other than commercial letters of credit) and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(b) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (a) of a third Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business; and

(c) to the extent not otherwise included, the obligations of the type referred to in clause (a) of a third Person secured by a Lien on any asset owned by such first Person, whether or not such Indebtedness is assumed by such first Person; provided, however, that the amount of such Indebtedness will be the lesser of: (i) the fair market value of such asset at such date of determination, and (ii) the amount of such Indebtedness of such other Person;

provided, however, that notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations incurred in the ordinary course of business and (2) deferred or prepaid revenues *provided, further*, that in no event shall obligations under any Hedging Obligations be deemed "Indebtedness" for any calculation of a financial ratio under this Agreement.

Notwithstanding anything in this Agreement to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic No. 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed an incurrence of Indebtedness hereunder.

"Independent Financial Advisor" means an accounting, appraisal, investment banking firm or consultant, in each case of nationally recognized standing that is, in the good faith judgment of the Company, qualified to perform the task for which it has been engaged.

"Institutional Accredited Investor" means an institution that is an "accredited investor" within the meaning of Rule 501(a)(1),(2),(3) or (7) under the Securities Act.

"Intellectual Property" means all intellectual property recognized anywhere in the world including (a) all inventions (whether patentable orun-patentable and whether or not reduced to practice), all improvements thereto, and all patents, utility models, patent applications (and foreign counterparts), utility model applications (and foreign counterparts), patent disclosures and invention disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (b) all trademarks, service marks, trade dress, logos and trade names and other source indicators, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all

copyrights, and all applications, registrations, and renewals in connection therewith; (d) all trade secrets, methods, processes, ideas, and proprietary or confidential business information (including documented ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, lab journals (from current and past employees), reports, handwritten and electronic presentations, analytic procedures, protocols and results, retained samples, visiting customer reports and tech service reports, and business and marketing plans and proposals) whether or not reduced to writing and in whatever form, including information retained in an individual's mind or memory; (e) all computer software; (f) all websites and internet domain name registrations; (g) all copies and tangible embodiments of the foregoing items in (a)-(f) (in whatever form or medium); (h) all goodwill associated with any of the foregoing and (i) any and all rights to sue for past infringement of, and any other claims with respect to, any and/or all of the rights arising from (a)-(h).

"Interest Payment Dates" means the 15th day of each March, June, September and December in each year, commencing June 15, 2016 until such principal sum shall have become due and payable (whether at maturity, upon notice of prepayment or otherwise); provided that if an Interest Payment Date shall fall on a day which is not a Business Day, such Interest Payment Date shall be deemed to be the first Business Day following such Interest Payment Date.

"Interest Period" means the period commencing on the date of the Closing and continuing up to, but not including June 15, 2016, and thereafter each period commencing on an Interest Payment Date and continuing, in each case, up to, but not including, the next Interest Payment Date.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's andBBB- (or the equivalent) by S&P, or, in either case, an equivalent rating by any other Rating Agency.

"Investment Grade Securities" means:

(a) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);

(b) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries;

(c) investments in any fund that invests exclusively in investments of the type described in clauses (a) and (b) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(d) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"Investments" means, with respect to any Person, all investments by such Person directly in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers,

commission, travel and similar advances to officers, directors, distributors, consultants and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes thereto) of the Company in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. The amount of any Investment shall be deemed to be the amount actually invested, without adjustment for subsequent increases or decreases in value or any write-downs or write-offs, but giving effect to any repayments thereof in the form of loans and any return on capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of such Investment). For purposes of the definition of "Unrestricted Subsidiary" and Section 10.1:

(a) "Investments" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided, however,* that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(i) the Company's "Investment" in such Subsidiary at the time of such redesignation; less

(ii) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(b) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Company.

"Investors" means (i) CCMP Capital Advisors, LLC and their Affiliates but not including, however, any of their operating portfolio companies and (ii) Ineos Investments Partnership and their Affiliates but not including, however any of their operating portfolio companies.

"IP Rights" is defined in Section 5.9.

"Joint Venture" means any Person that is not a direct or indirect Subsidiary of the Company in which the Company or any of its Restricted Subsidiaries makes any Investment.

"KKR Entities" means KKR Credit Advisors (US) LLC, together with its affiliates, funds managed orsub-advised by it or its affiliates, and any entity or any affiliate of any entity that administers, advises or manages it.

"Lead Purchasers" means GSO Capital Partners LP and the KKR Entities.

"LIBOR Rate" means the greater of:

(a) the London interbank offered rate for deposits in U.S. Dollars for a period of three months which appears on the Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service or such other service as may replace that service for the purposes of displaying such rate) as of 11:00 a.m., London time, on the date which is two Business Days (the "Rate Determination Date") prior to the commencement of each Interest Period. If such rate does not appear on the Reuters Screen LIBOR01 Page (or such other page as aforesaid) on such day, the LIBOR Rate for such Rate Determination Date shall be the interest rate per annum reasonably determined by the Agent in good faith to be the rate per annum at which deposits in U.S. Dollars for delivery on the first day of such Interest Period in immediately available funds in the approximate aggregate principal amount of the Notes, continued or converted by the Agent and with a term equivalent to such Interest Period would be offered to the Agent by major banks in the London or other offshore interbank market for U.S. Dollars at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

(b) 1.00% per annum.

"Lien" means, with respect to any asset, any mortgage, lien, deed of trust, hypothecation, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof); *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"Make-Whole Amount" is defined in Section 8.8 with respect to the Notes.

"Management Investors" means the officers, directors, employees and other members of the management of the Company, any direct or indirect parent company of the Company and/or any Subsidiary of Holdings.

"Material" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company and its Restricted Subsidiaries taken as a whole.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, financial condition or results of operation, in each case, of the Company and its Restricted Subsidiaries taken as a whole, or (b) the ability of the Company to perform its payment obligations under this Agreement and the Notes, or (c) the ability of any Subsidiary Guarantor to perform its obligation under its Guarantee, or (d) the rights and remedies (taken as a whole) of the holders of the Notes under this Agreement and the Notes.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Multiemployer Plan" means any Plan that is a "multiemployer plan" (as such term is defined in Section 4001(a)(3) of ERISA).

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale, including, without limitation, any cash received in respect of or upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof (including pursuant to any tax sharing or tax distribution arrangements), taxes paid or payable as a result thereof, amounts required to be applied to the repayment of principal, premium, if any, and interest on Indebtedness (other than Subordinated Indebtedness) secured by a Lien on the assets disposed of required (other than required by Section 10.7(b)(i)) to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Company or any of its Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company or any of its Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"NMTC Transactions" means one or more transactions involving the disposition and/or financing of Real Estate Assets owned by any Subsidiary of Holdings in the form of a new market tax credit financing or similar financing, in an aggregate amount not to exceed $75.0 million.

"Note Documents" means the Note Purchase Agreement, the Guarantee and the Notes.

"Notes" is defined in Section 1.1.

"Obligations" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, indemnification, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"Observer" is defined in Section 7.4.

"Offering Memorandum" means the offering memorandum dated as of April 26, 2016 with respect to the offering by the Company of $625,000,000 of 6.75% Senior Secured Notes due 2022.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Company.

"Officer's Certificate" means a certificate signed by an Officer of the Company, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company that meets the requirements set forth in this Agreement.

"Other Purchasers" is defined in Section 2.

"Patent" means the following: (a) any and all patents and patent applications; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing.

"Parent Company" means any Person so long as such Person directly or indirectly owns at least 80.0% of the total voting power of the Capital Stock of the Company, and at the time such Person acquired such voting power, no Person and no group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision), including any such group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) (other than any Permitted Holders), shall have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provisions), directly or indirectly, of 50.0% or more of the total voting power of the Voting Stock of such Person.

"*Pari Passu* Indebtedness" is defined in Section 8.4(a).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA or any successor thereto.

"Pension Plan" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, which the Company or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, maintains or contributes to or has an obligation to contribute to, or otherwise has any liability, contingent or otherwise.

"Permitted Asset Swap" means the substantially concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person; provided that any Cash Equivalents received must be applied in accordance with Section 10.7.

"Permitted Holders" means (i) each of the Investors, (ii) each of the Management Investors and (iii) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, such Permitted Holders and members of management, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Company or any of its direct or indirect parent companies.

"Permitted Investments" means:

(a) any Investment in the Company or any of its Restricted Subsidiaries;

(b) any Investment in cash and Cash Equivalents or Investment Grade Securities;

(c) any Investment by the Company or any of its Restricted Subsidiaries in a Person (including in the Equity Interests of such Person) if as a result of such Investment:

(i) such Person becomes a Restricted Subsidiary;

(ii) such Person, in one transaction or a series of related transactions, is merged, amalgamated or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary; or

(iii) no Default shall have occurred or be continuing or will result therefrom,

and, in each case, any Investment held by such Person; *provided* that (1) such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation or transfer and (2) Investments by the Company or any Guarantor in any Person that does not become a Guarantor will be limited under this clause (c) to an amount not to exceed the greater of (x) $160.0 million and (y) 4.0% of Consolidated Total Assets at any one time outstanding;

(d) any Investment in securities or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to Section 10.7(a) or any other disposition of assets not constituting an Asset Sale;

(e) any Investment existing on, or made pursuant to binding commitments existing on, the Closing Date and any extension, modification, replacement, renewal or reinvestments of any such Investments existing or committed on the Closing Date (other than reimbursements of Investments in the Company or any Subsidiary); *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment or commitment as in existence on the Closing Date or (y) as otherwise permitted under this Agreement;

(f) any Investment acquired by the Company or any of its Restricted Subsidiaries:

(i) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of, or settlement of delinquent accounts and disputes with or judgments against, the issuer of such other Investment or accounts receivable;

(ii) as a result of a foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(iii) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates, or

(iv) in settlement of debts created in the ordinary course of business;

(g) Hedging Obligations permitted under Section 10.2(b)(x);

(h) any Investment in a Similar Business having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (h) that are at that time outstanding, not to exceed the greater of (x) $75.0 million and (y) 1.75% of Consolidated Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided, however,* that if any Investment pursuant to this clause (h) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such investment shall thereafter be deemed to have been made pursuant to clause (a) above and shall cease to have been made pursuant to this clause (h) for so long as such Person continues to be a Restricted Subsidiary;

(i) Investments the payment for which consists of Equity Interests (exclusive of Disqualified Stock) of the Company, or any of its direct or indirect parent companies; *provided, however,* that such Equity Interests will not increase the amount available for Restricted Payments under Section 10.1(a)(iv)(3);

(j) guarantees (including Guarantees) of Indebtedness permitted under Section 10.2, performance guarantees and Contingent Obligations in the ordinary course of business and the creation of liens on the assets of the Company or any of its Restricted Subsidiaries in compliance with Section 10.3, including, without limitation, any guarantee or other obligation issued or incurred under the Senior Credit Facilities in connection with any letter of credit issued for the account of the Company or any of its Subsidiaries (including with respect to the issuance of, or payments in respect of drawings under, such letters of credit);

(k) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with Section 10.5(b) (except transactions described in Sections 10.5(b)(ii), (b)(v) and (b)(viii));

(l) Investments consisting of or to finance purchases and acquisitions of inventory, supplies, materials, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(m) Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (m) and any Restricted Payments made pursuant to Section 10.1(b)(xi) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of, or have not been subsequently sold or transferred for, cash or marketable securities), not to exceed the greater of (x) $160.0 million and (y) 4.0% of Consolidated Total Assets (with the fair market value of each investment being measured at the time made and without giving effect to subsequent changes in value); provided, however, that if any Investment pursuant to this clause (m) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (a) above and shall cease to have been made pursuant to this clause (m) for so long as such Person continues to be a Restricted Subsidiary;

(n) Investments relating to a Receivables Subsidiary that, in the good faith determination of the Company, are necessary or advisable to effect any Receivables Facility;

(o) loans and advances to, or guarantees of Indebtedness of, officers, directors, employees, managers, consultants or independent contractors and members of management of the Company (or their respective immediate family members), any of its Subsidiaries or any direct or indirect parent of the Company not in excess of $5.0 million outstanding at any one time, in the aggregate (calculated without regard to write-downs or write-offs thereof);

(p) loans and advances to present or former officers, directors, employees, consultants, managers, members of management and independent contractors of payroll payments or other compensation and for travel, moving, entertainment and other similar expenses, drawing accounts and similar expenditures, in each case incurred in the ordinary course of business or consistent with past practices or to fund such Person's purchase of Equity Interests of the Company or any direct or indirect parent company thereof;

(q) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(r) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course;

(s) Investments in the Company or any Subsidiary or any joint venture as required by, or made pursuant to, intercompany cash management arrangements, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements or related activities arising in the ordinary course of business;

(t) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(u) Investments in joint ventures in an aggregate amount not to exceed the greater of (x) $80.0 million and (y) 2.0% of Consolidated Total Assets outstanding at any one time;

(v) the Notes and the related Guarantees;

(w) guarantees of leases (other than capital leases) or of other obligations not constituting Indebtedness, in each case in the ordinary course of business;

(x) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Company or any Subsidiary.

(y) Investments made in connection with any NMTC Transaction; and

(z) Additional Investments so long as, after giving pro forma effect thereto the Consolidated Total Leverage Ratio does not exceed 4.75:1.00.

"Permitted Liens" means, with respect to any Person:

(a) (x) (i) pledges, deposits or security by such Person under workmen's compensation laws, unemployment insurance, employers' health tax and other social security laws or similar legislation or regulations, health, disability or other employee benefits or property and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty, liability or other insurance to the Company and its Subsidiaries; or (y) Liens, pledges and deposits in connection with bids, tenders, contracts (other than for Indebtedness for borrowed money) or leases, statutory obligations, surety, stay, customs, bid and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, performance and completion guarantees and other obligations of a like nature (including letters of credit in lieu of any such items or to support the issuance thereof) incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business and obligations in respect of letters of credit or bank guarantees that have been posted to support payment of the items described in this clause (a);

(b) Liens imposed by law, such as landlord's, banks', carriers', warehousemen's, workmen, materialmen's, repairmen's, construction and mechanics' Liens, (i) for sums not yet overdue for a period of more than 30 days, (ii) being contested in good faith by appropriate actions or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP or (iii) with respect to which the failure to make payment would not reasonably be expected to have a material adverse effect;

(c) Liens for taxes, assessments or other governmental charges (i) not yet overdue for a period of more than 30 days, (ii) which are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP, (iii) for property taxes on property that the Company or one of its Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property or (iv) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect;

(d) Liens in favor of issuers of performance, surety, bid, indemnity, warranty, release, appeal or similar bonds or with respect to other regulatory requirements or letters of credit or bankers' acceptances issued, and completion guarantees provided for, in each case pursuant to the request of and for the account of such Person in the ordinary course of its business or consistent with past practice prior to the Closing Date;

(e) minor survey exceptions, minor encumbrances, ground leases, easements or reservations of, or rights of others for, licenses, rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially impair their use in the operation of the business of such Person;

(f) Liens securing Indebtedness permitted to be incurred pursuant to Section 10.2(b)(iv), (b)(xii)(b), (b)(xiv)(b), (b)(xviii) or (b)(xxvi)*provided* that (i) Liens securing Indebtedness, Disqualified Stock or Preferred Stock to be incurred pursuant to Section 10.2(b)(iv)) are limited to the assets financed with such Indebtedness, Disqualified Stock or Preferred Stock and any replacements thereof, additions and accessions thereto and the proceeds and products thereof and related property and (ii) Liens securing Indebtedness permitted to be incurred pursuant to Section 10.2(b)(xviii) extend only to the assets of non-Guarantor Subsidiaries;

(g) Liens existing on the Closing Date (including the Secured Notes);

(h) Liens existing on property or shares of stock of a Person at the time such Person becomes a Subsidiary*provided*, however, such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided, further, however*, that such Liens may not extend to any other property owned by the Company or any of its Restricted Subsidiaries;

(i) Liens existing on property at the time the Company or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries; *provided, however*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, merger, amalgamation or consolidation; provided, further, however, that the Liens may not extend to any other property owned by the Company or any of its Restricted Subsidiaries;

(j) Liens securing Indebtedness or other obligations of the Company or a Restricted Subsidiary owing to the Company or another Restricted Subsidiary permitted to be incurred in accordance with Section 10.2;

(k) Liens securing Hedging Obligations and in respect of Cash Management Services so long as the related Indebtedness is permitted to be incurred under this Agreement;

(l) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of documentary letters of credit or bankers' acceptances, a bank guarantee or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(m) leases, subleases, licenses or sublicenses, grants or permits (including with respect to intellectual property and software) granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries and the customary rights reserved or vested in any Person by the terms of any lease, sublease, license, sublicense, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(n) Liens arising from Uniform Commercial Code (or equivalent statutes) financing statement filings regarding operating leases or accounts in connection with any transaction otherwise permitted under this Agreement;

(o) Liens in favor of the Company or any Guarantor;

(p) Liens on equipment of the Company or any of its Restricted Subsidiaries granted in the ordinary course of business to the Company's or its Subsidiaries' customers;

(q) (i) Liens on accounts receivable and related assets incurred in connection with a Receivables Facility and (ii) Liens on assets sold or transferred or purported to be sold or transferred to a Receivables Subsidiary in connection with a Receivables Facility and the proceeds of such assets;

(r) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (f), (g), (h) and (i); provided, however, that (i) such new Lien shall be limited to all or part of the same property that secured the original Lien (other than the proceeds and products thereof, accessions thereto and improvements on such property), and (ii) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (f), (g), (h) and (i) at the time the original Lien became a Permitted Lien under this Agreement, and (y) an amount necessary to pay any accrued interest and fees (including original issue discount, upfront fees or similar fees) and expenses, including premiums (including tender premiums), related to such refinancing, refunding, extension, renewal or replacement;

(s) deposits made or other security provided to secure liabilities to insurance carriers under insurance or self-insurance arrangements in the ordinary course of business;

(t) Liens securing judgments for the payment of money not constituting an Event of Default under Section 11(f) so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(u) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(v) Liens (i) of a collection bank arising underSection 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(w) Liens deemed to exist in connection with Investments in repurchase agreements or other Cash Equivalents permitted under Section 10.2; *provided* that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement or other Cash Equivalent;

(x) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(y) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Company or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Company or any of its Restricted Subsidiaries in the ordinary course of business and (iv) commodity trading or other brokerage accounts incurred in the ordinary course of business;

(z) Liens solely on any cash earnest money deposits made by the Company or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Agreement;

(aa) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the Company or any of its Restricted Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(bb) restrictive covenants affecting the use to which real property may be put; *provided, however*, that the covenants are complied with;

(cc) security given to a public utility or any municipality or Governmental Authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(dd) zoning by-laws and other land use restrictions, including, without limitation, site plan agreements, development agreements and contract zoning agreements;

(ee) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(ff) Liens arising from Personal Property Security Act financing statement filings regarding leases entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(gg) (i) customary transfer restrictions and purchase options in joint venture and similar agreements, (ii) Liens on Equity Interests in joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (iii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries entered into in the ordinary course of business;

(hh) (i) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business, (ii) Liens arising out of conditional sale, title retention or similar arrangements for the sale of goods in the ordinary course of business and (iii) Liens arising by operation of law under Article 2 of the Uniform Commercial Code;

(ii) Liens on the assets and Capital Stock of non-Guarantor Subsidiaries of the Company securing Indebtedness permitted to be incurred by non-Guarantor Subsidiaries under this Agreement;

(jj) other Liens securing obligations not to exceed the greater of (x) $150.0 million and (y) 3.75% of Consolidated Total Assets, at any one time outstanding;

(kk) Liens securing reimbursement obligations in respect of documentary letters of credit or bankers' acceptances in the ordinary course of business, provided that such Liens attach only to the documents and goods covered thereby and proceeds thereof;

(ll) Liens securing the Specified Property Financing;

(mm) Liens incurred to secure Obligations in respect of any Indebtedness permitted to be incurred pursuant to Section 10.2; provided that, with respect to Liens securing Obligations permitted under this clause (mm), at the time of incurrence and after giving pro forma effect thereto, the Consolidated First Lien Debt Ratio of the Issuer and its Restricted Subsidiaries would be either (1) no greater than 4.10 to 1.0 or (2) on a pro forma basis after giving effect to such incurrence and any related transaction, the Consolidated First Lien Debt Ratio does not increase as a result of such transaction, provided that in no event shall the Consolidated First Lien Debt Ratio on a *pro forma* basis after giving effect to such incurrence of Indebtedness and any related transaction exceed 4.50 to 1.00; provided further that for purposes of this clause (2), the incurrence of Indebtedness was for purposes of funding an acquisition; and

(nn) Liens on the assets covered by and arising out of (a) Specified Lease Transactions or (b) NMTC Transactions.

For purposes of determining compliance with this definition, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this definition but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category), (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Company shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition, and (z) in the event that a portion of Indebtedness secured by a Lien would be classified as secured in part pursuant to clause (nn) above (giving effect to the incurrence of such portion of such Indebtedness), the Company, in its sole discretion, may classify such portion of such Indebtedness (and any Obligations in respect thereof) as having been secured pursuant to clause (nn) above and thereafter the remainder of the Indebtedness as having been secured pursuant to one or more of the other clauses of this definition.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

"Permitted Tax Distribution" means Company Percentage of Group Tax due on the part of the consolidated Tax return filing group that includes the Company and of which Holdings is the common parent, (i) in the case of an installment of estimated Tax, the minimum amount required to be paid in order to avoid a penalty for underpayment of estimated U.S. federal income Tax and (ii) in the case of the Tax due on the Tax return due date, the amount of U.S. federal income Tax due on such date, less payments of estimated Tax for such period. For purposes hereof, for the avoidance of doubt, allowable loss carryovers and credits against Tax shall be taken into account in computing Taxes due. The term Permitted Tax Distribution shall also include amounts due in respect of consolidated or combined US state or local Taxes for corporate groups that include the Company.

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

"Plan" means an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is or, within the preceding five years, has been established or maintained, or to which contributions are or, within the preceding five years, have been made or required to be made, by the Company, any Restricted Subsidiary or any ERISA Affiliate or with respect to which the Company, any Restricted Subsidiary or any ERISA Affiliate may have any liability.

"Platform" is defined in Section 18.

"Preferred Stock" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"primary obligations" is defined in the definition of "Contingent Obligations."

"primary obligor" is defined in the definition of "Contingent Obligations."

"property" or "properties" means, unless otherwise specifically limited, real or personal property of any kind, tangible or intangible, choate or inchoate.

"Proposed Prepayment Date" is defined in Section 8.3(b).

"Public Company Costs" means costs relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Public Holder" is defined in Section 18.

"Purchaser" means each purchaser listed in Schedule A.

"Qualified Proceeds" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; provided that the fair market value of any such assets or Capital Stock shall be determined by the Company in good faith.

"QIB" means "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act.

"Qualifying IPO" means the issuance and sale by any direct or indirect parent company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement (whether alone or in connection with a secondary public offering) pursuant to which the net proceeds are received by any direct or indirect parent company and contributed to the Company or any Restricted Subsidiary.

"Rate Determination Date" is defined in clause (a) of the definition of "LIBOR Rate".

"Rating Agencies" means Moody's and S&P or if Moody's or S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody's or S&P or both, as the case may be.

"Real Estate Asset" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) of the Company or any Restricted Subsidiary in and to real property (including, but not limited to, land, improvements and fixtures thereon) of such Person.

"Receivables Facility" means one or more receivables financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are limited-recourse (except for Securitization Undertakings made in connection with such facilities) to the Company or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) pursuant to which the Company or any of its Restricted Subsidiaries sells its accounts receivable to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts receivable to a Person that is not a Restricted Subsidiary, in each case, with the same or different arrangements, agents, lenders, borrowers or issuer and, in each case, as amended, restated, amended and restated, supplemented, waived, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified in whole or in part from time to time.

"Receivables Fees" means distributions or payments made directly or by means of discounts with respect to any accounts receivable or participation interest therein issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

"Receivables Subsidiary" means any Subsidiary formed for the purpose of, and that engages only in one or more Receivables Facilities and other activities reasonably related thereto.

"Reference Banks" means five major banks in the London interbank market selected by the Agent in its sole and absolute discretion.

"Refinancing Indebtedness" is defined in Section 10.2(b)(xiii).

"Refunding Capital Stock" is defined in Section 10.1(b)(ii)(a).

"Reinvestment Yield" is defined in Section 8.8.

"Related Business Assets" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business, provided that any assets received by the Company or a Restricted Subsidiary in exchange for assets transferred by the Company or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water or groundwater.

"Reorganization" means the following transactions, to occur on or prior to the date of the initial funding of the Senior Credit Facilities: (a) Eco Services Intermediate Holdings LLC will merge with and into Holdings, (b) Holdings will contribute the membership interests it owns in Eco Opco to CPQ Midco I Corporation, (c) Eco Opco will merge with and into the Company, (d) the Company will contribute the assets and liabilities received from Eco Opco to a newly formed subsidiary of the Company and (e) the other reorganization steps described in the Transaction Agreement will occur.

"Representative Amount" is defined in the definition of LIBOR Rate.

"Required Holders" means, at any time, holders then holding greater than fifty percent (50%) of the sum of the aggregate principal amount of Notes then outstanding.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Reserved Indebtedness Amount" is defined in Section 10.2.

"Responsible Officer" means any Senior Financial Officer and any other officer of the Company with responsibility for the administration of the relevant portion of this Agreement.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payments" is defined in Section 10.1(a).

"Restricted Subsidiary" means, at any time, any direct or indirect Subsidiary of the Company (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary; *provided, however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of "Restricted Subsidiary."

"Revolving Facility" means the ABL Credit Agreement, dated as of the Issue Date, among the Issuer, the other borrowers and guarantors party thereto, the subsidiaries of the Company party thereto from time to time, the lenders party thereto from time to time in their capacities as lenders thereunder, Citibank, N.A., as administrative agent and as collateral agent and the other agents party thereto, including one or more debt facilities or other financing arrangements (including, without limitation, indentures) providing for term loans or other long-term indebtedness that replace or refinance such credit facility, including any such replacement or refinancing facility or indenture that increases or decreases the amount permitted to be borrowed thereunder or alters the maturity thereof and whether by the same or any other agent, lender or group of lenders, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements or refundings thereof or any such indentures or credit facilities that replace or refinance such credit facility.

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"Sale and Lease-Back Transaction" means any arrangement providing for the leasing by the Company or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to a third Person in contemplation of such leasing.

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

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country, except that any Person that is not organized in the U.S. shall not be a Sanctioned Person on the basis of having transactions in or relating to a Sanctioned Country that are not prohibited by Sanctions, or (c) any Person owned or controlled by any such Person.

"Sanctions" mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Commitment" is defined in Section 10.7(b)(iv).

"Second Lien Indenture" means the indenture dated November 8, 2012, between the Company, as issuer, and Wilmington Trust, National Association, as Trustee, governing the Second Lien Notes.

"Second Lien Notes" is defined in Section 4.1(k).

"Secured Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

"Secured Indenture" means the indenture between the Company, as issuer and Wells Fargo Bank, National Association, as trustee and collateral agent, governing the Secured Notes.

"Secured Notes" means the 6.75% Senior Secured Notes due 2022 issued by the Company pursuant to an indenture, to be dated as of the Closing Date, by and among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee and Collateral Agent.

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

"Securitization Undertakings" means representations, warranties, covenants, repurchase obligations, indemnities and guarantees of performance entered into by the Company or any Subsidiary of the Company which the Company has determined in good faith to be required by a seller or servicer (or parent of such seller or servicer) in a Receivables Facility.

"Senior Credit Facilities" means the Term Facility and the Revolving Facility.

"Senior Financial Officer" means the chief financial officer, principal accounting officer, treasurer or comptroller of the Company.

"Senior Indebtedness" means (a) any Indebtedness of the Company, other than any Indebtedness that is in any manner subordinated in right of payment or security in any respect to the Notes, and (b) any Indebtedness of any Restricted Subsidiary, other than Indebtedness that is in any manner subordinated in right of payment or security in any respect to the Notes.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Closing Date.

"Similar Business" means any business conducted or proposed to be conducted by the Company and its Restricted Subsidiaries on the Closing Date or any business that is a reasonable extension, development or expansion of any of the foregoing or is similar, reasonably related, incidental or ancillary thereto.

"Specified Lease Transactions" means lease and lease-back and sale and lease-back transactions consummated by the Company or any Guarantor and one or more governmental units in connection with arrangements pursuant to applicable state or local law by which the Company or a Guarantor obtains partial or full abatement of ad valorem taxes levied against the subject property.

"Specified Property Financing" means one or more proposed transactions involving the disposition, lease and/or financing of the Company's Kansas City, Kansas and Augusta, Georgia property after the Closing Date in the form of an industrial revenue bond financing in an aggregate amount not to exceed $50.0 million at any one time outstanding.

"Sponsor Management Agreements" means those certain management and consulting agreements, existing as of the Closing Date, by and among, the Company, on the one hand, and the Investors and/or one or more of their Affiliates and certain other equity investors, on the other hand.

"Subordinated Indebtedness" means, with respect to the Notes,

(a) any Indebtedness of the Company which is by its terms subordinated in right of payment to the Notes, and

(b) any Indebtedness of any Guarantor which is by its terms subordinated in right of payment to the Guarantee of such entity of the Notes.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Subsidiary Guarantee" means the guarantee by a Subsidiary Guarantor that (regardless of whether required by the terms of the Senior Credit Facilities or other applicable documents governing other Indebtedness of the Company) from time to time guarantees Indebtedness in respect of the Senior Credit Facilities, Existing Senior Notes, Secured Notes or any other Indebtedness in respect of borrowed money from the Company, pursuant to the Subsidiary Guarantee in substantially the form in the attached Exhibit 1.2, as it may be amended or supplemented from time to time.

"Subsidiary Guarantors" means each Restricted Subsidiary that provides a Guarantee of the Notes.

"Substitute Purchaser" is defined in Section 21.

"Successor Company" is defined in Section 10.4(a)(i).

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

"Synthetic Lease Obligation" means the monetary obligation of a Person under aso-called synthetic, off-balance sheet or tax retention lease.

"Tax Refunds" shall mean payments or credits against Tax that result from a redetermination of amounts due, and refunds or credits that result from the carryback of losses, credits or other items.

"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.

"Taxing Jurisdiction" is defined in Section 22.1.

"Term Facility" means the Term Loan Credit Agreement, dated as of the Issue Date, among the Company, as the borrower, CPQ Midco I Corporation, as holdings, the financial institutions party thereto as lenders and Credit Suisse AG, Cayman Islands Branch, as administrative agent and as collateral agent, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time.

"Term Loan Credit Agreement" means the Term Loan Credit Agreement, dated as of the Issue Date, among PQ Corporation, as the borrower, CPQ Midco I Corporation, as holdings, the financial institutions party thereto as lenders and Credit Suisse AG, Cayman Islands Branch, as administrative agent and as collateral agent, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, including any replacement or refinancing of such indebtedness.

"this Agreement" or "the Agreement" is defined in Section 17.3.

"Trademark" means the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (d) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

"Transaction Agreement" means the Reorganization and Transaction Agreement, dated as of August 17, 2015, as amended, by and among Holdings, PQ Group Holdings Inc., Eco Merger Sub Corporation, the Company, Eco Services TopCo LLC, Eco Services MidCo LLC, Eco Services Group Holdings LLC, Eco Services Intermediate Holdings LLC, Eco Opco and affiliates of CCMP Capital Advisors, LLC including all exhibits and disclosure schedules thereto.

"Transaction Expenses" means any fees, premiums, expenses, costs or charges (including original issue discount or upfront fees) incurred or paid by the Company or its Subsidiaries in connection with the Transactions or any related restructuring transactions, including payments to officers, employees and directors as change of control payments, severance payments, special or retention bonuses and charges for repurchase or rollover of, or modifications to, stock options and/or restricted stock and charges or expenses relating to the repayment of existing Indebtedness

"Transactions" means the transactions contemplated by the Transaction Agreement, the issuance of the Notes, borrowings under the Senior Credit Facilities and restructuring transactions contemplated by or necessary to effect the Transactions contemplated by the Transaction Agreement.

"Treasury Capital Stock" is defined in Section 10.1(b)(ii)(a).

"Unrestricted Subsidiary" means:

(a) any Subsidiary of the Company which at the time of determination is an Unrestricted Subsidiary (as designated by the Company, as provided below); and

(b) any Subsidiary of an Unrestricted Subsidiary.

The Company may designate any Subsidiary of the Company (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Company or any Subsidiary of the Company (other than solely any Subsidiary of the Subsidiary to be so designated); *provided* that

(x) any Unrestricted Subsidiary must be an entity of which the Equity Interests entitled to cast at least a majority of the votes that may be cast by all Equity Interests having ordinary voting power for the election of directors or Persons performing a similar function are owned, directly or indirectly, by the Company;

(y) such designation complies with Section 10.1; and

(z) each of:

(i) the Subsidiary to be so designated; and

(ii) its Subsidiaries

has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any Restricted Subsidiary.

The Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that, immediately after giving effect to such designation, no Default shall have occurred and be continuing and either:

(aa) the Company would incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test described in Section 10.2(a) or

(bb) the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries would be equal to or greater than such ratio for the Company and its Restricted Subsidiaries immediately prior to such designation, in each case on a pro forma basis taking into account such designation.

Any such designation by the Company shall be notified by the Company to the Agent by promptly filing a copy of the resolution of the Board of Directors of the Company or any committee thereof giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing provisions.

"USA PATRIOT Act" means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(a) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment; by

(b) the sum of all such payments.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares and shares issued to foreign nationals as required under applicable law) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

SCHEDULE 5.4

	Subsidiary	Equity Holder	Ownership Interest
1.	CPQ Midco I Corporation	PQ Holdings Inc.	100%
2.	PQ Corporation	CPQ Midco I Corporation	100%
3.	Eco Services Operations Corp.	PQ Corporation	100%
4.	PQ International Holdings Inc.	PQ Corporation	100%
5.	Delpen Corporation	PQ Corporation	100%
6.	Commercial Research Associations, Inc.	PQ Corporation	100%
7.	PQ Asia Inc.	PQ Corporation	100%
8.	PQ Export Company	PQ Corporation	100%
9.	PQ International, Inc.	PQ Corporation	100%
10.	Philadelphia Quartz Company	PQ Corporation	100%
11.	PQ Systems Incorporated	PQ Corporation	100%
12.	PQ Netherlands Holding LLC	PQ International Holdings, Inc.	100%
13.	PQ International C.V.	PQ Netherlands Holding LLC	1%
14.	PQ International C.V.	PQ International Holdings Inc.	99%
15.	PQ Netherlands Cooperative LLC	PQ International C.V.	100%
16.	PQ International Coöperatie U.A.	PQ International C.V.	99%
17.	PQ International Coöperatie U.A.	PQ Netherlands Cooperative LLC	1%
18.	PQ Acquisition B.V.	PQ International Coöperatie U.A.	100%
19.	PQ Silicas Brazil Ltda.	PQ International Coöperatie U.A.	0.1%
20.	PQ Silicas Brazil Ltda.	PQ Acquisition B.V.	99.9%
21.	PQ Canada Company	PQ Acquisition B.V.	100%
22.	PQ Silicas Asia Pacific Pte. Ltd.	PQ Acquisition B.V.	100%
23.	PQ Europe Coöperatie U.A.	PQ Acquisition B.V.	0.01%
24.	PQ Europe Coöperatie U.A.	PQ Canada Company	99.99%
25.	PQ Australia LLC	PQ Canada Company	100%
26.	NSL Australia Company	PQ Canada Company	100%
27.	NSL Canada Company	PQ Canada Company	100%

	Subsidiary	Equity Holder	Ownership Interest
28.	National Silicates Partnership	NSL Canada Company	0.1%
29.	National Silicates Partnership	PQ Canada Company	99.9%
30.	PQ Europe ApS	PQ Europe Coöperatie U.A.	100%
31.	PQ Holdings I Limited	PQ Corporation	94.6%
32.	PQ Holdings I Limited	PQ Europe ApS	5.4%
33.	PQ Intermediate Limited	PQ Holdings I Limited	100%
34.	PQ Germany GmbH	PQ Intermediate Limited	27%
35.	PQ Germany GmbH	PQ Silicas B.V.	73%
36.	PT PQ Silicas Indonesia	PQ International Coöperatie U.A.	0.0161%
37.	PT PQ Silicas Indonesia	PQ Germany GmbH	99.9194%
38.	PQ Sweden A.B.	PQ Germany GmbH	100%
39.	PQ Finland Oy	PQ Germany GmbH	100%
40.	PQ Silicas Holdings South Africa Pty Ltd.	PQ Germany GmbH	100%
41.	PQ Silicas South Africa Pty Ltd.	PQ Silicas Holdings South Africa Pty Ltd.	100%
42.	PQ Silicas B.V.	PQ Europe ApS	100%
43.	PQ Zeolites B.V.	PQ Silicas B.V.	100%
44.	PQ Italy S.r.L.	PQ Silicas B.V.	100%
45.	PQ France S.A.S.	PQ Silicas B.V.	100%
46.	PQ Silicas UK Limited	PQ Silicas B.V.	100%
47.	PQ Chemicals (Thailand) Ltd.	PQ Europe ApS	99.9%
48.	PQ Holdings Mexicana S.A. de C.V.	PQ Europe ApS	80%
49.	Silicatos y Derivados S.A. de C.V.	PQ Holdings Mexicana S.A. de C.V.	100%
50.	PQ China (Hong Kong) Limited	PQ International Holdings Inc.	.01%
51.	PQ China (Hong Kong) Limited	PQ Europe ApS	99.99%
52.	PQ Holdings Australia Pty Limited	PQ Europe ApS	100%
53.	PQ Australia Pty Limited	PQ Holdings Australia Pty Limited	100%
54.	Potters Holdings GP, Ltd.	PQ Corporation	100%
55.	Potters Holdings, L.P.	Potters Holdings GP, Ltd.	0.01%
56.	Potters Holdings, L.P.	PQ Corporation	99.99%
57.	PQ Holdings II GP, LLC	Potters Holdings, L.P.	100%

	Subsidiary	Equity Holder	Ownership Interest
58.	Potters Holdings II, L.P.	Potters Holdings II GP, LLC	0.01%
59.	Potters Holdings II, L.P.	Potters Holdings, L.P.	99.99%
60.	Potters Industries Holding, Inc.	Potters Holdings II, L.P.	100%
61.	Potters Industries, LLC	Potters Industries Holding, Inc.	0.05%
62.	Potters Industries, LLC	Potters Holdings II, L.P.	99.95%
63.	SAJB Holding Company, LLC	Potters Industries, LLC	100%
64.	Potters International Holdings S. á.R.L.	Potters Holdings II, L.P.	100%
65.	Potters Ballotini SAS	Potters International Holdings S. á.R.L.	100%
66.	Societe-Recyclage Produit Verrier Industriels SAS	Potters Ballotini SAS	100%
67.	Interminglass Holding Sp. z o.o.	Potters International Holdings S.á R.L..	100%
68.	Interminglass Sp. z o.o.	Interminglass Holding Sp. z o.o.	100%
69.	Potters (Thailand) Limited	Potters International Holdings S.á R.L.	74.9750%
70.	Potters Industries Acquisition Pty Ltd.	Potters International Holdings S.á R.L.	100%
71.	Potters Industries Pty Ltd.	Potters Industries Acquisition Pty Ltd.	100%
72.	Potters Industrial Ltda.	Potters International Holdings S.á R.L.	99.99999%
73.	Potters Canada Holding Company	Potters International Holdings S.á R.L.	100%
74.	Potters Canada Holding II Company	Potters Canada Holding Company	100%
75.	PNA Partnership	Potters Canada Holding Company	99.99%
76.	PNA Partnership	Potters Holding II Company	0.01%
77.	Potters-Ballotini Co., Ltd.	Potters International Holdings S.á R.L.	100%
78.	Potters Nederland B.V.	Potters International Holdings S.á R.L.	100%
79.	Ballotini Panamericana S. de R.L. de C.V.	Potters International Holdings S.á R.L.	0.0410%
80.	Ballotini Panamericana S. de R.L. de C.V.	Potters Nederland BV	99.9589%
81.	Potters Ballotini Acquisition GmbH	Potters International Holdings S.á R.L.	100%
82.	Potters Ballotini GmbH	Potters Ballotini Acquisition GmbH	100%
83.	Potters-Ballotini Limited	Potters International Holdings S.á R.L..	100%
84.	Northern Cullet Limited	Potters-Ballotini Limited	100%

FORM OF SENIOR NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION THEREFROM.

PQ CORPORATION

FLOATING RATE SENIOR NOTE DUE MAY 1, 2022

No. R-[ ] May 4, 2016

$[ ]

FOR VALUE RECEIVED, the undersigned, PQ CORPORATION, a Pennsylvania corporation (the "**Company**"), promises to pay to [ ], or registered assigns, the principal sum of $[ ] on May 1, 2022, or if the Existing Senior Notes have been refinanced or otherwise repaid prior to such date, on May 1, 2023, with interest (computed on the basis of a 360-day year and the actual number of days elapsed) (a) on the unpaid balance thereof at a floating rate equal to the Adjusted LIBOR Rate for the Interest Period in effect from time to time from the date hereof, payable quarterly, on each Interest Payment Date, commencing with June 15, 2016, until the principal hereof shall have become due and payable, and (b) additional interest shall accrue on all principal of, any overdue payment of interest on and any Make-Whole Amount and any other applicable premium and Breakage Amount owed on this Note from the due date thereof (whether by acceleration or otherwise) at the Default Rate until paid.

Payments of principal of, interest on, any Breakage Amount, if any, any Make-Whole Amount, if any, and any other premium, if any, with respect to this Note are to be made in lawful money of the United States of America as provided in the Note Purchase Agreement referred to below.

This Note is issued pursuant to a Note Purchase Agreement dated as of May 4, 2016 (as from time to time amended, the "**Note Purchase Agreement**"), among the Company, the respective Purchasers named therein and Wilmington Trust, National Association, as Agent, and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, (i) to have agreed to the confidentiality provisions set forth in Section 20 of the Note Purchase Agreement and (ii) to have made the representations set forth in Section 6 of the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used in this Note shall have the meanings ascribed in the Note Purchase Agreement.

This Note has been registered with the Company and is subject to transfer restrictions set forth in the Note Purchase Agreement. This Note may only be transferred in accordance with the terms of the Note Purchase Agreement, including, but not limited to, Section 13.2 thereof. Subject to the terms of the Note Purchase Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for

a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreement, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount, any Breakage Amount or other premium) and with the effect provided in the Note Purchase Agreement.

Payment of the principal of, and interest, any Breakage Amount, if any, any Make-Whole Amount, if any, or any other premium, if any, on this Note, and all other amounts due under the Note Purchase Agreement, is guaranteed pursuant to the terms of a Guarantee dated as of May 4, 2016 of CPQ Midco I Corporation, PQ Holdings Inc. and certain Subsidiaries of the Company, as amended or supplemented from time to time.

This Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[*Signature Page follows*]

PQ CORPORATION

By: _____

Name:
Title:

EXHIBIT 1.2

FORM OF GUARANTEE

THIS GUARANTEE (this "**Guarantee**") dated May 4, 2016 is made by the undersigned subsidiaries of the company (each, a '**Subsidiary Guarantor**"), PQ HOLDINGS INC. ("**Holdings**") and CPQ MIDCO I CORPORATION ("**CPQ**", together with the Subsidiary Guarantors and Holdings, each, a "**Guarantor**" and collectively, the Guarantors), in favor of the holders from time to time of the Notes issued under the Note Purchase Agreement, including each purchaser named in the Note Purchase Agreement, and their respective successors and assigns (collectively, the "**Holders**" and each individually, a "**Holder**")and Wilmington Trust, National Association (the "**Agent**").

W I T N E S S E T H:

WHEREAS, PQ CORPORATION, a Pennsylvania corporation (the "**Company**"), the initial Holders and the Agent have entered into a Note Purchase Agreement dated as of May 4, 2016 (as amended, supplemented, restated or otherwise modified from time to time in accordance with its terms and in effect, the "**Note Purchase Agreement**");

WHEREAS, pursuant to the Note Purchase Agreement, the Company has issued $525,000,000 principal amount of Notes;

WHEREAS, the Company directly or indirectly owns all or a substantial portion of the issued and outstanding Equity Interests of each Subsidiary Guarantor and, by virtue of such ownership and otherwise, such Subsidiary Guarantor will derive substantial benefits from the purchase by the Holders of the Company's Notes;

WHEREAS, CPQ and Holdings own directly or indirectly all or a substantial portion of the issued and outstanding Equity Interests of the Company and by virtue of such ownership and otherwise, CPQ and Holdings will derive substantial benefits from the purchase by the Holders of the Company's Notes;

WHEREAS, it is a condition precedent to the obligation of the Holders to purchase the Notes that each Guarantor shall have executed and delivered this Guarantee to the Holders and the Agent; and

WHEREAS, each Guarantor desires to execute and deliver this Guarantee to satisfy the condition described in the preceding paragraph;

NOW, THEREFORE, in consideration of the premises and other benefits to each Guarantor, and of the purchase of the Company's Notes by the Holders, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each Guarantor makes this Guarantee as follows:

SECTION 1. Definitions. Any capitalized terms not otherwise herein defined shall have the meanings attributed to them in the Note Purchase Agreement.

SECTION 2. Guarantee. Each Guarantor, jointly and severally with each other Guarantor, unconditionally and irrevocably guarantees to the Holders the due, prompt and complete payment by the Company of the principal of, Make-Whole Amount, if any, Breakage Amount, if any, other premium, if any, and interest on, and each other amount due under, the Notes or the Note Purchase Agreement, when and as the same shall become due and payable (whether at stated maturity or by required or optional prepayment, including prepayments as a result of any acceleration at the price calculated as of the acceleration date in accordance with Section 8.2(c) of the Note Purchase Agreement, or by acceleration or otherwise) in accordance with the terms of the Notes and the Note Purchase Agreement (the Notes and the Note Purchase Agreement being sometimes hereinafter collectively referred to as the "**Applicable Note Documents**" and the amounts payable by the Company under the Applicable Note Documents, and all other monetary obligations of the Company thereunder (including any reasonable and documented attorneys' fees and expenses), being sometimes collectively hereinafter referred to as the "**Obligations**"). This Guarantee is a guarantee of payment and not just of collectibility and is in no way conditioned or contingent upon any attempt to collect from the Company or upon any other event, contingency or circumstance whatsoever. If for any reason whatsoever the Company shall fail or be unable duly, punctually and fully to pay such amounts as and when the same shall become due and payable, each Guarantor, without demand, presentment, protest or notice of any kind, will forthwith pay or cause to be paid such amounts to the Holders under the terms of such Applicable Note Documents, in lawful money of the United States, at the place specified in the Note Purchase Agreement, or perform or comply with the same or cause the same to be performed or complied with, together with interest (to the extent provided for under such Applicable Note Documents) on any amount due and owing from the Company. Each Guarantor, promptly after demand, will pay to the Holders, in accordance with Section 15.1 of the Note Purchase Agreement, the reasonable costs and expenses of collecting such amounts or otherwise enforcing this Guarantee, including, without limitation, the reasonable fees and expenses of counsel. Notwithstanding the foregoing, the right of recovery against each Guarantor under this Guarantee is limited to the extent (i) it is judicially determined with respect to any Guarantor that entering into this Guarantee would violate Section 548 of the United States Bankruptcy Code or any comparable provisions of any other federal or state law or (ii) otherwise be void or voidable under any similar laws affecting the rights of creditors generally, in which case such Guarantor shall be liable under this Guarantee only for amounts aggregating up to the largest amount that is valid and enforceable.

SECTION 3. Guarantor's Obligations Unconditional. The obligations of each Guarantor under this Guarantee shall be primary, absolute and unconditional obligations of each Guarantor, shall not be subject to any counterclaim, set-off, deduction, diminution, abatement, recoupment, suspension, deferment, reduction or defense based upon any claim each Guarantor or any other person may have against the Company or any other person, and to the full extent permitted by applicable law shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not each Guarantor or the Company shall have any knowledge or notice thereof), including:

(a) except as provided in Section 1.2(b) of the Note Purchase Agreement, any termination, amendment or modification of or deletion from or addition or supplement to or other change in any of the Applicable Note Documents or any other instrument or agreement applicable to any of the parties to any of the Applicable Note Documents;

(b) any furnishing or acceptance of any security, or any release of any security, for the Obligations, or the failure of any security or the failure of any person to perfect any interest in any collateral;

(c) any failure, omission or delay on the part of the Company to conform or comply with any term of any of the Applicable Note Documents or any other instrument or agreement referred to in paragraph (a) above, including, without limitation, failure to give notice to any Guarantor of the occurrence of a "Default" or an "Event of Default" under any Applicable Note Document;

(d) any waiver of the payment, performance or observance of any of the obligations, conditions, covenants or agreements contained in any Applicable Note Document, or any other waiver, consent, extension, indulgence, compromise, settlement, release or other action or inaction under or in respect of any of the Applicable Note Documents or any other instrument or agreement referred to in paragraph (a) above or any obligation or liability of the Company, or any exercise or non-exercise of any right, remedy, power or privilege under or in respect of any such instrument or agreement or any such obligation or liability;

(e) any failure, omission or delay on the part of any of the Holders or the Agent to enforce, assert or exercise any right, power or remedy conferred on such Holder or the Agent in this Guarantee, or any such failure, omission or delay on the part of such Holder or the Agent in connection with any Applicable Note Document, or any other action on the part of such Holder or the Agent;

(f) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, conservatorship, custodianship, liquidation, marshaling of assets and liabilities or similar proceedings with respect to the Company, any other Guarantor or to any other person or any of their respective properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(g) except as provided in Section 1.2(b) of the Note Purchase Agreement, any discharge, termination, cancellation, frustration, irregularity, invalidity or unenforceability, in whole or in part, of any of the Applicable Note Documents or any other agreement or instrument referred to in paragraph (a) above or any term hereof;

(h) except as otherwise provided in Section 10.4 of the Note Purchase Agreement, any merger or consolidation of the Company or any Guarantor into or with any other Person, or any sale, lease or transfer of any of the assets of the Company or any Guarantor to any other person;

(i) except as otherwise provided in Section 1.2(b) and Section 10.4 of the Note Purchase Agreement, any change in the ownership of any shares of Capital Stock of the Company or any change in the corporate relationship between the Company and any Guarantor, or any termination of such relationship;

(j) any release or discharge, by operation of law, of any other Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guarantee; or

(k) any other occurrence, circumstance, happening or event whatsoever, whether similar or dissimilar to the foregoing, whether foreseen or unforeseen, and any other circumstance which might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which might otherwise limit recourse against any Guarantor.

SECTION 4. Full Recourse Obligations. The obligations of each Guarantor set forth herein constitute the full recourse obligations of such Guarantor enforceable against it (subject to the last sentence of Section 2) to the full extent of all its assets and properties.

SECTION 5. Waiver. Each Guarantor unconditionally waives, to the extent permitted by applicable law, (a) notice of any of the matters referred to in Section 3, (b) notice to such Guarantor of the incurrence of any of the Obligations, notice to such Guarantor or the Company of any breach or default by such Guarantor or the Company with respect to any of the Obligations or any other notice that may be required, by statute, rule of law or otherwise, to preserve any rights of the Holders or the Agent against such Guarantor, (c) presentment to or demand of payment from the Company or the Guarantor with respect to any amount due under any Applicable Note Document or protest for nonpayment or dishonor, (d) any right to the enforcement, assertion or exercise by any of the Holders or the Agent of any right, power, privilege or remedy conferred in the Note Purchase Agreement or any other Applicable Note Document or otherwise, (e) any requirement of diligence on the part of any of the Holders or the Agent, (f) any requirement to exhaust any remedies or to mitigate the damages resulting from any default under any Applicable Note Document, (g) any notice of any sale, transfer or other disposition by any of the Holders or the Agent of any right, title to or interest in the Note Purchase Agreement or in any other Applicable Note Document and (h) any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge, release (other than a release of such Guarantor herefrom pursuant to Section 1.2(b) of the Note Purchase Agreement) or defense of a guarantor or surety (other than the defense of payment) or which might otherwise limit recourse against such Guarantor.

SECTION 6. Subrogation, Contribution, Reimbursement or Indemnity. Until all Obligations have been indefeasibly paid in full, each Guarantor agrees not to take any action pursuant to any rights which may have arisen in connection with this Guarantee to be subrogated to any of the rights (whether contractual, under the United States Bankruptcy Code, as amended, including Section 509 thereof, under common law or otherwise) of any of the Holders or the Agent against the Company or against any collateral security or guarantee or right of offset held by the Holders or the Agent for the payment of the Obligations. Until all Obligations have been indefeasibly paid in full, each Guarantor agrees not to take any action pursuant to any contractual, common law, statutory or other rights of reimbursement, contribution, exoneration or indemnity (or any similar right) from or against the Company which may have arisen in

connection with this Guarantee. So long as any Obligations remain outstanding, if any amount shall be paid by or on behalf of the Company to any Guarantor on account of any of the rights waived in this Section 6, such amount shall be held by such Guarantor in trust, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Agent (for the benefit of the Agent and the Holders) (duly endorsed by such Guarantor to the Agent, if required), to be applied against the Obligations, whether matured or unmatured, in accordance with the Note Purchase Agreement. The provisions of this Section 6 shall survive the term of this Guarantee and the payment in full of the Obligations.

SECTION 7. Effect of Bankruptcy Proceedings, etc. This Guarantee shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the sums due to any of the Holders or the Agent pursuant to the terms of the Note Purchase Agreement or any other Applicable Note Document is rescinded or must otherwise be restored or returned by such Holder or the Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or any other person, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Company or other person or any substantial part of its property, or otherwise, all as though such payment had not been made. If an event permitting the acceleration of the maturity of the principal amount of the Notes shall at any time have occurred and be continuing, and such acceleration shall at such time be prevented by reason of the pendency against the Company or any other person of a case or proceeding under a bankruptcy or insolvency law, each Guarantor agrees that, for purposes of this Guarantee and its obligations hereunder, the maturity of the principal amount of the Notes and all other Obligations shall be deemed to have been accelerated with the same effect as if the Agent had accelerated the same in accordance with the terms of the Note Purchase Agreement or other Applicable Note Document, and such Guarantor shall forthwith pay such principal amount, Make-Whole Amount, if any, Breakage Amount, if any, other premium, if any, and interest thereon and any other amounts guaranteed hereunder without further notice or demand, at the price calculated as of the acceleration date in accordance with Section 8.2(c) of the Note Purchase Agreement.

SECTION 8. Term of Agreement. This Guarantee and all guaranties, covenants and agreements of each Guarantor contained herein shall continue in full force and effect and shall not be discharged until such time as all of the Obligations shall be paid and performed in full and all of the agreements of such Guarantor hereunder shall be duly paid and performed in full; provided that each Guarantor shall be automatically and immediately released herefrom without any further act by any Person as provided in Section 1.2(b) of the Note Purchase Agreement.

SECTION 9. Representations and Warranties. Each Guarantor represents and warrants to each Holder that:

(a) such Guarantor is a corporation, limited partnership or limited liability company, as the case may be, duly organized, validly existing and in good standing or equivalent status under the laws of its jurisdiction of organization and has the corporate, limited partnership or limited liability company, as the case may be, power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact business as now conducted;

(b) such Guarantor has the corporate, limited partnership or limited liability company, as the case may be, power and authority and the legal right to execute and deliver, and to perform its obligations under, this Guarantee, and has taken all necessary corporate, limited partnership or limited liability company, as the case may be, action to authorize its execution, delivery and performance of this Guarantee;

(c) this Guarantee constitutes a legal, valid and binding obligation of such Guarantor enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) the execution, delivery and performance of this Guarantee will not violate any provision of any requirement of law or material contractual obligation of such Guarantor and will not result in or require the creation or imposition of any Lien on any of the properties, revenues or assets of such Guarantor pursuant to the provisions of any material contractual obligation of such Guarantor or any requirement of law;

(e) no consent or approval of, registration or filing with, or other act by, any Governmental Authority is required as to such Guarantor in connection with the execution, delivery or performance of this Guarantee by such Guarantor or the validity or enforceability of this Guarantee;

(f) no action, litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of such Guarantor, threatened in writing by or against such Guarantor or any of its properties or revenues (i) with respect to this Guarantee or any of the transactions contemplated hereby or (ii) which individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(g) the execution, delivery and performance of this Guarantee by such Guarantor will not violate any provision of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority, , applicable to such Guarantor or of the certificate or articles of incorporation, by-laws, certificate of formation, articles of organization or operating agreement, as applicable, of such Guarantor or of any securities issued by such Guarantor or of any statute or other rule or regulation of any Governmental Authority applicable to such Guarantor; and

(h) after giving effect to the issuance and sale of the Notes and the application of the proceeds thereof and due consideration to any rights of contribution and reimbursement, such Guarantor has received fair consideration and reasonably equivalent value for the incurrence of its obligations hereunder or as contemplated hereunder.

SECTION 10. Notices. All notices and communications provided for hereunder shall be in writing and sent in accordance with Section 18 of the Note Purchase Agreement.

SECTION 11. Survival. All warranties, representations and covenants made by each Guarantor herein or in any certificate or other instrument delivered by it or on its behalf hereunder shall be considered to have been relied upon by the Holders and the Agent and shall survive the execution and delivery of this Guarantee, regardless of any investigation made by any of the Holders or the Agent. All statements in any such certificate or other instrument shall constitute warranties and representations by such Guarantor hereunder.

SECTION 12. Jurisdiction and Process; Waiver of Jury Trial.

(a) Each Guarantor irrevocably submits to the exclusive jurisdiction of any New York or federal court sitting in New York City, over any suit, action or proceeding arising out of or relating to this Agreement or the Notes. To the fullest extent permitted by applicable law, each Guarantor irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each Guarantor agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in Section 23.2(a) of the Note Purchase Agreement brought in any such court shall be conclusive and binding upon it subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.

(c) Each Guarantor consents to process being served in any suit, action or proceeding of the nature referred to in Section 12(a) by mailing a copy thereof by registered or certified or priority mail, postage prepaid, return receipt requested, or delivering a copy thereof in the manner for delivery of notices specified in Section 10, to it. Each Guarantor agrees that such service upon receipt (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by applicable law, be taken and held to be valid personal service upon and personal delivery to it. Notices hereunder shall be conclusively presumed received as evidenced by a delivery receipt furnished by the United States Postal Service or any reputable commercial delivery service.

(d) Nothing in this Section 12 shall affect the right of any holder of a Note to serve process in any manner permitted by law, or limit any right that the holders of any of the Notes may have to bring proceedings against the Company or any Guarantor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(e) EACH GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE NOTES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

SECTION 13. Miscellaneous. Any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Guarantor hereby waives any provision of law that renders any provisions hereof prohibited or unenforceable in any respect. The terms of this Guarantee shall be binding upon, and inure to the benefit of, each Guarantor, the Holders and the Agent and their respective successors and assigns. No term or provision of this Guarantee may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each Guarantor and the Agent with the consent of the number of Holders required for such amendment in accordance with the Note Purchase Agreement, except for a release and discharge of this Guarantee permitted by, and in compliance with, Section 1.2(b) of the Note Purchase Agreement. The section and paragraph headings in this Guarantee are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof, and all references herein to numbered sections, unless otherwise indicated, are to sections in this Guarantee. This Guarantee shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[*Signature Page follows*]

IN WITNESS WHEREOF, each Guarantor has caused this Guarantee to be duly executed as of the day and year first above written.

Eco Services Operations Corp.
Potters Industries, LLC
PQ Holdings Inc.

By: _____
Name:
Title:

Commercial Research Associates, Inc.
CPQ Midco I Corporation
Delpen Corporation
Philadelphia Quartz Company
PQ Asia Inc.
PQ Export Company
PQ Systems Incorporated
SAJB Holding Company, LLC

By: _____
Name:
Title:

PQ International, Inc.

By: _____
Name:
Title:

Potters Industries Holding, Inc.

By: _____
Name:
Title:

Potters Holdings II, L.P.
By: Potters Holdings II GP, LLC, its general partner

By: _____
Name:
Title:

Exhibit 4.4

ECO SERVICES OPERATIONS LLC
and
ECO FINANCE CORP.,
as Issuers

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

8.500% Senior Notes due 2022

INDENTURE

Dated as of October 24, 2014

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318(a)	11.01
(b)	N.A.
(c)	N.A.

N.A. Means Not Applicable.
Note: This Cross-Reference Table shall not, for any purposes, be deemed to be part of this Indenture.

INDENTURE dated as of October 24, 2014, among ECO SERVICES OPERATIONS LLC, a Delaware limited liability company (the "*Company*"), ECO FINANCE CORP., a Delaware corporation (the "*Co-Issuer*" and, together with the Company, the "*Issuers*"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee (the "*Trustee*").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of (a) $200,000,000 aggregate principal amount of the Issuers' 8.500% Senior Notes due 2022 issued on the date hereof (the "*Original Securities*") and (b) any Additional Securities (as defined herein) that may be issued after the date hereof in the form of Exhibit A (all such securities in clauses (a) and (b) of this paragraph being referred to collectively as the "*Securities*"). The Original Securities and any Additional Securities (as defined herein) shall constitute a single series hereunder. Subject to the conditions and compliance with the covenants set forth herein, the Issuers may issue an unlimited aggregate principal amount of Additional Securities.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01 Definitions.

"*Acquired Indebtedness*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is consolidated, merged or amalgamated with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging or amalgamating with or into, or becoming a Restricted Subsidiary of, such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Acquisition*" means the transactions contemplated by the Transaction Agreement.

"*Additional Securities*" means additional Securities (other than the Original Securities) issued from time to time under the terms of this Indenture subsequent to the Issue Date.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "*control*" (including, with correlative meanings, the terms "*controlling*," "*controlled by*" and "*under common control with*"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"*Applicable Premium*" means, with respect to any Security on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of such Security; and

(2) the excess, if any, of:

(a) the present value at such Redemption Date of (i) the redemption price of such Security at November 1, 2017 (such redemption price being set forth in the table appearing in Section 5 of the Securities), plus (ii) all required interest payments due on such Security through November 1, 2017 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the then outstanding principal amount of such Security,

as calculated by the Company or on behalf of the Company by such Person as the Company shall designate; *provided* that such calculation shall not be a duty or an obligation of the Trustee.

"*Asset Sale*" means:

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of the Company or any of its Restricted Subsidiaries (each referred to in this definition as a "*disposition*"); or

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.03 and directors' qualifying shares and shares issued to foreign nationals as required under applicable law);

in each case, other than:

(a) any disposition of (i) Cash Equivalents (or other financial assets that were Cash Equivalents when the original Investment was made) or Investment Grade Securities, (ii) surplus, obsolete, used, damaged or worn out property or equipment in the ordinary course of business (whether now owned or hereafter acquired) or any disposition or consignment of equipment, inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) property no longer used or useful in the conduct of business of the Company and its Restricted Subsidiaries and (iv) property or equipment that is otherwise economically impracticable to maintain;

(b) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to Section 5.01 or any disposition that constitutes a Change of Control;

(c) the making of any Restricted Payment that is permitted to be made, and is made, under Section 4.04 or the making of any Permitted Investment;

(d) any disposition of assets of the Company or any Restricted Subsidiary or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of transactions with an aggregate fair market value not to exceed $10.0 million;

(e) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to another Restricted Subsidiary;

(f) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(g) (i) the sale, lease, assignment, sublease, license or sublicense of any real or personal property in the ordinary course of business and (ii) the termination of leases in the ordinary course of business;

(h) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary or any other disposition of such Unrestricted Subsidiary or any disposition of assets of such Unrestricted Subsidiary;

(i) any disposition arising from foreclosure, casualty, condemnation or any similar action or transfers by reason of eminent domain with respect to any property or other asset of the Company or any of the Restricted Subsidiaries or exercise of termination rights under any lease, sublease, license, sublicense, concession or other agreement;

(j) a transfer of accounts receivable and related assets of the type specified in the definition of "Receivables Facility" (or a fractional undivided interest therein or pursuant to any factoring or similar arrangement);

(k) dispositions in connection with the granting of a Lien that is permitted under Section 4.12;

(l) the issuance by a Restricted Subsidiary of Preferred Stock or Disqualified Stock that is permitted under Section 4.03;

(m) any financing transaction with respect to property built or acquired by the Company or any Restricted Subsidiary after the Effective Date, including Sale and Lease-Back Transactions and asset securitizations, permitted by this Indenture;

(n) any grant in the ordinary course of business of any license of patents, trademarks,know-how or any other intellectual property, including, but not limited to, grants of franchises or licenses, franchise or license master agreements and/or area development agreements;

(o) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(p) the sale, discount or forgiveness of accounts receivable or notes receivable in the ordinary course of business or in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(q) the abandonment of intellectual property rights in the ordinary course of business which in the reasonable good faith determination of the Company are uneconomical or not material to the conduct of the business of the Company and the Restricted Subsidiaries taken as a whole;

(r) termination of non-speculative Hedging Obligations;

(s) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind in the ordinary course of business;

(t) sales, transfers and other dispositions of Investments in joint ventures or any Subsidiary of the Company that is not a Wholly-Owned Subsidiary of the Company to the extent required by, or made pursuant to, buy/sell arrangements between the joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(u) dispositions of real property and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management or consultants of any direct or indirect parent company, the Company or any Subsidiary;

(v) dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), which (i) do not materially interfere with the business of the Company and its Restricted Subsidiaries, taken as a whole, or (ii) relate to closed facilities or the discontinuation of any product line; and

(w) dispositions of non-core assets acquired in connection with any acquisition otherwise permitted under this Indenture and sales of Real Estate Assets acquired in any acquisition otherwise permitted under this Indenture; *provided* that the Net Proceeds received in connection with any such disposition shall be applied in accordance with Section 4.06 (it being understood that notwithstanding the foregoing such amounts and only such amounts shall not be required to be applied or otherwise comply with clauses (a)(i) or (ii) of Section 4.06).

"*Bank Products*" means any services or facilities on account of credit or debit cards, purchase cards, stored value cards or merchant services constituting a line of credit.

"*Bankruptcy Code*" means Title 11 of the United States Code, as amended.

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

"*Business Day*" means each day which is not a Legal Holiday.

"*Capital Stock*" means:

(1) in the case of a corporation, shares in the capital of such corporation;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"*Capitalized Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"*Capitalized Software Expenditures*" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a Person and its Subsidiaries during such period in respect of licensed or purchased software or internally developed software and enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of such Person and such Subsidiaries.

"*Cash Equivalents*" means:

(1) dollars;

(2) (a) pounds sterling, euro, or any national currency of any participating member state of the EMU; or (b) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by them from time to time in the ordinary course of business;

(3) securities issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or any agency or instrumentality thereof, the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(4) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within one year after such date, in each case with any bank or trust company organized under, or authorized to operate as a bank or trust company under, the laws of the U.S., any state thereof or the District of Columbia and that has capital and surplus of not less than $100,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto;

(5) commercial paper maturing within 24 months from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency);

(6) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within 24 months after the date of creation thereof and in a currency permitted under clause (1) or (2) above;

(7) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody's or S&P (or reasonably equivalent ratings of another internationally recognized rating agency) with maturities of 24 months or less from the date of acquisition;

(8) Indebtedness or Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) with maturities of 24 months or less from the date of acquisition and in each case in a currency permitted under clause (1) or (2) above;

(9) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's and in each case in a currency permitted under clause (1) or (2) above;

(10) institutional money market funds registered under the Investment Company Act of 1940;

(11) in the case of any Foreign Subsidiaries, investments equivalent to those referred to in clauses (3) through (10) above denominated in foreign currencies customarily used by persons for cash management purposes in any jurisdiction outside the United States; and

(12) investment funds (including shares of any money market mutual fund) investing substantially all of their assets in securities of the types described in clauses (1) through (11) above.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above, *provided* that such amounts are converted into any currency listed in clauses (1) and (2) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"*Cash Management Services*" means any of the following to the extent not constituting a line of credit: treasury and/or cash management services, including, without limitation, other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs, controlled disbursement services, ACH transactions, return items, interstate depository network services, foreign exchange facilities, deposit and other accounts and merchant services (including, for the avoidance of doubt, all "Banking Services" as defined in the Senior Credit Facilities).

"*Change of Control*" means the occurrence of any of the following after the Effective Date:

(1) the sale, lease or transfer, in one or a series of related transactions (other than by way of merger or consolidation), of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one or more Permitted Holders; or

(2) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by (A) any Person (other than one or more Permitted Holders) or (B) Persons (other than one or more Permitted Holders) that are together (1) a group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), or (2) are acting, for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), as a group, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of more than 50% of the total voting power of the Voting Stock of the Company or any of its direct or indirect parent companies holding directly or indirectly 100% of the total voting power of the Voting Stock of the Company; *provided* that the creation of a Parent Company shall not in and of itself cause a Change of Control.

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

"*Company*" means the party named as such in the preamble to this Indenture and successors thereto.

"*Consolidated Depreciation and Amortization Expense*" means, with respect to any Person for any period, (a) the total amount of depreciation and amortization expense, including without limitation the amortization of intangible assets (including amortization of deferred launch costs), deferred financing fees and Capitalized Software Expenditures, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP and (b) the depreciation of assets of such Person and its Subsidiaries acquired under Capitalized Lease Obligations, which is expensed in cost of goods sold and not included in depreciation and amortization under GAAP.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries paid or payable in respect of such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit, bank guarantees, bankers' acceptances, ancillary facilities or any similar facility or financing and hedging agreements, (c) non-cash interest payments (but excluding any non-cash interest expense

attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations, and (e) net payments, if any, made (less net payments, if any, received) pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (i) penalties and interest related to taxes, (ii) amortization of deferred financing fees, debt issuance costs, discounted liabilities, commissions, fees and expenses, (iii) any expensing of bridge, commitment and other financing fees, (iv) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Receivables Facility and (v) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization accounting or, if applicable, acquisition accounting); *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income of such Person and its Restricted Subsidiaries for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided*, *however*, that, without duplication,

(1) any after-tax effect of extraordinary, non-recurring or unusual gains, income, losses, expenses or charges (including costs of and payments of actual or prospective legal settlements, fines, judgments or orders), Transaction Expenses, severance, relocation costs, integration costs, consolidation and costs related to the opening, closure, relocation and/or consolidation of facilities, signing, retention or completion costs and bonuses, recruiting costs, recruiting and hiring bonuses, transition costs, costs incurred in connection with acquisitions (whether or not consummated) after the Effective Date (including integration costs), consulting fees, legal fees and taxes related to issuances of significant options and curtailments or modifications to pension and post-retirement employee benefit plans and corporate reorganization shall be excluded;

(2) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period;

(3) any net after-tax gains, charges or losses with respect to disposed, abandoned, closed or discontinued operations (other than assets held for sale) and any accretion or accrual of discounted liabilities and on the disposal of disposed, abandoned and discontinued operations and facilities, plans or distribution centers that have been closed during such period, shall be excluded;

(4) any after-tax effect of gains, income, losses, expenses or charges (less all fees and expenses relating thereto) attributable to asset dispositions (including asset retirement costs) or returned surplus assets of any employee pension benefit plan other than in the ordinary course of business shall be excluded;

(5) the Net Income (or loss) for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) that are actually paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period by such Person;

(6) solely for the purpose of determining the amount available for Restricted Payments under Section 4.04(a)(3)(A), the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived, *provided* that Consolidated Net Income shall be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(7) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in the Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, deferred rent, deferred trade incentives and other lease-related items and debt line items thereof) resulting from the application of recapitalization accounting or acquisition accounting, as the case may be, in relation to the Transactions or any consummated acquisition or the amortization or write-off or removal of revenue otherwise recognizable on any amounts thereof, net of taxes, shall be excluded or added back in the case of lost revenue;

(8) any after-tax effect of income (loss) (less all fees and expenses or charges related thereto) from the early extinguishment or conversion of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded;

(9) any (i) goodwill or other asset impairment charges, write-offs or write-downs or (ii) amortization of intangibles shall be excluded;

(10) any taxes based on income, profits, or capital that are not paid or payable currently in cash (*i.e.*, non-cash book tax amounts) shall be excluded;

(11) any non-cash compensation charge, cost, expense, accrual or reserve including any such charge, cost, expense, accrual or reserve arising from the grant of stock appreciation or similar rights, stock options, restricted stock or other equity incentive programs, and any cash charges associated with the rollover, acceleration or payment of management equity in connection with the Transactions shall be excluded;

(12) any fees, commissions and expenses incurred during such period, or any amortization or write-off thereof for such period in connection with any acquisition, Investment, Asset Sale, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction consummated prior to the Effective Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction shall be excluded;

(13) accruals and reserves that are established or adjusted within twelve months after the Effective Date that are so required to be established or adjusted as a result of the Transactions in accordance with GAAP shall be excluded;

(14) any unrealized or realized net gain or loss resulting from currency translation or transaction gains or losses impacting net income (including currency remeasurements of Indebtedness) and any foreign currency translation or transaction gains or losses shall be excluded;

(15) any unrealized net gains and losses resulting from Hedging Obligations and the application of Accounting Standards Codification #815 shall be excluded;

(16) to the extent covered by insurance and actually reimbursed, or, so long as the Company has made a good faith determination that it expects to receive reimbursement within 365 days (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), (x) the amount of any fee, cost, expense or reserve with respect to liability or casualty events or business interruption shall be excluded, and (y) proceeds of such insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace shall be included; and

(17) to the extent actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance, fees, costs, expenses or reserves incurred to the extent covered by indemnification provisions in any agreement in connection with any sale of Capital Stock, acquisition, Permitted Investment, Restricted Payment, Asset Sale, disposition, recapitalization, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (in each case, including any such transaction consummated prior to the Effective Date) shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 4.04 hereof only (other than clause (3)(D) of Section 4.04(a) hereof) there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Company and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Company and its Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Company or any of its Restricted Subsidiaries, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under clause (3)(D) of Section 4.04(a) or clause (vii)(b) of Section 4.04(b).

"*Consolidated Secured Debt Ratio*" means, as of any date of determination, the ratio of (1) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries that is secured by Liens as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio."

"*Consolidated Total Assets*" means, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or like caption) on a consolidated balance sheet of the Company and its Subsidiaries at such date.

"*Consolidated Total Indebtedness*" means, as to any Person at any date of determination, an amount equal to the sum of (1) the aggregate amount of all outstanding Indebtedness of such Person and its Restricted Subsidiaries on a consolidated basis consisting of Indebtedness for borrowed money, Obligations in respect of Capitalized Lease Obligations and debt obligations evidenced by promissory notes and similar instruments (and including, for the avoidance of doubt, all obligations relating to Receivables Facilities) and (2) the aggregate amount of all outstanding Disqualified Stock of such Person and all Preferred Stock of its Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and Preferred Stock equal to the greater of their respective voluntary or involuntary liquidation preferences and maximum fixed repurchase prices, in each case determined on a consolidated basis in accordance with GAAP, less unrestricted cash and Cash Equivalents included on the consolidated balance sheet of such Person and any Restricted Subsidiaries as of such date. For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Stock or Preferred Stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or Preferred Stock as if such Disqualified Stock or Preferred Stock were purchased on any date on which Consolidated Total Indebtedness shall be required to be determined pursuant to this Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock or Preferred Stock, such fair market value shall be determined reasonably and in good faith by the Company.

"*Consolidated Total Leverage Ratio*" means, as of any date of determination, the ratio of (1) Consolidated Total Indebtedness of such Person and its Restricted Subsidiaries as of such date of determination to (2) EBITDA of such Person and its Restricted Subsidiaries, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio."

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent,

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Corporate Trust Office*" means the office of the Trustee at which at any particular time its corporate trust business related to this Indenture shall be principally administered, which office at the date of the execution of this instrument is located at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Client Services, or such other address as the Trustee may designate from time to time by notice to the Issuers, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Issuers).

"*Credit Facilities*" means, with respect to the Company or any Restricted Subsidiary, one or more debt facilities, including the Senior Credit Facilities, or other financing arrangements (including, without limitation, commercial paper facilities with banks or other institutional lenders or investors or indentures) providing for revolving credit loans, term loans, letters of credit or other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements, or refundings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that refinance any part of the loans, notes or other securities, other credit facilities or commitments thereunder, including any such refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof (*provided* that such increase in borrowings is permitted under Section 4.03 hereof) or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

"*Custodian*" means the Trustee, as custodian with respect to the Securities in global form, or any successor entity thereto.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Depositary*" means, with respect to the Securities issuable or issued in whole or in part in global form, the Person specified in Section 2.04 hereof as the Depositary with respect to the Securities, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"*Designated Non-cash Consideration*" means the fair market value of non-cash consideration received by the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate of the Company, setting forth the basis of such valuation, less the amount of Cash Equivalents received in connection with a subsequent sale, redemption, repurchase of, or collection or payment on, such Designated Non-cash Consideration.

"*Designated Preferred Stock*" means Preferred Stock of the Company, any Restricted Subsidiary or any direct or indirect parent company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officer's Certificate of the Company, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (3) of Section 4.04(a).

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the Securities or the date the Securities are no longer outstanding; *provided*, *however*, that if such Capital Stock is issued to any current or former employee or to any plan for the benefit of employees, directors, officers, members of management or consultants of the Company or its Subsidiaries or by any such plan to such employees, directors, officers, members or management or consultants, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's, director's, officer's, management member's or consultant's termination, death or disability.

"*Domestic Subsidiary*" means a Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"*EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) provision for taxes based on income or profits or capital (including pursuant to any tax sharing or tax distribution arrangements), including, without limitation, federal, state, local, provincial, foreign, excise, franchise, property and similar taxes and foreign withholding taxes and foreign unreimbursed value added taxes (including, in each case, penalties and interest related to such taxes or arising from tax examinations) of or with respect to such Person paid or accrued during such period deducted (and not added back) in computing Consolidated Net Income; *plus*

(b) Fixed Charges of such Person for such period plus bank fees and costs of surety bonds in connection with financing activities, plus amounts excluded from Consolidated Interest Expense as set forth in clauses (i), (ii), (iii), (iv) and (v) in the definition thereof, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income plus commissions, discounts and other fees and charges owed with respect to letters of credit, bankers' acceptance or any similar facilities or financing and Hedging Obligations; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same was deducted (and not added back) in computing Consolidated Net Income; *plus*

(d) (i) Transaction Expenses and (ii) transaction fees, costs and expenses (including rationalization, legal, tax and structuring fees, costs and expenses) incurred in connection with the consummation of any transaction (or any transaction proposed and not consummated) permitted under this Indenture, including any Equity Offering, Permitted Investment, Restricted Payments, acquisitions, dispositions, recapitalizations, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (including any amortization or write-off of debt issuance or deferred financings costs, premiums and prepayment penalties) or similar transactions or any Qualifying IPO, including (x) such fees, expenses or charges related to the offering of the Securities and the Senior Credit Facilities, (y) any amendment or other modification of the Securities and the Senior Credit Facilities and (z) commissions, discounts, yield and other fees and charges (including any interest expense related to any Receivables Facility), in each case, deducted (and not added back) in computing Consolidated Net Income; *plus*

(e) the amount of any costs, charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings (including sourcing), operating expense reductions, operating improvements, product margin synergies and product cost and other synergies and similar initiatives, integration, transition, reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, restructuring costs (including those related to tax restructurings), charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, business optimization and other restructuring costs, charges, accruals, reserves and expenses (including, without limitation, inventory optimization programs, software development costs, the opening, closure, relocation and/or consolidation of facilities and plants, unused warehouse space costs, costs related to entry into new markets, unused warehouse space costs, and consulting and other professional fees, signing or retention costs, retention or completion charges or bonuses, relocation expenses, severance payments, curtailments and modifications to or losses on settlement of pension and post-retirement employee benefit plans, excess pension charges, contract termination costs, future lease commitments, new system design and implementation costs and project startup costs and expenses attributable to the implementation of cost savings initiatives and professional and consulting fees incurred in connection with any of the foregoing); *plus*

(f) any other non-cash charges or losses, including (i) any write offs or write downs, (ii) the vesting of warrants and stock options and other equity based awards compensation, (iii) losses on sales, disposals or abandonment of, or any impairment charges or asset write off related to, intangible assets, long-lived assets and investments in debt and equity securities, (iv) all losses from investments recorded using the equity method (other than to the extent funded with cash) and (v) other non-cash charges, non-cash expenses or non-cash losses reducing Consolidated Net Income for such period (*provided* that if any such non-cash charges, expenses or losses represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); *plus*

(g) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in anynon-Wholly-Owned Subsidiary deducted (and not added back) in such period in calculating Consolidated Net Income; *plus*

(h) the amount of management, monitoring, consulting, transaction and advisory fees (including termination fees) and related indemnities and expenses paid or accrued in such period to the Permitted Holders or other persons with a similar interest in the Company or its direct or indirect parent companies to the extent otherwise permitted under Section 4.07 and deducted (and not added back) in such period in computing Consolidated Net Income; *plus*

(i) expected cost savings (including sourcing), operating expense reductions, other operating improvements and expense reductions and product margin synergies and product cost and other synergies projected by the Company in good faith to be realized as a result of (i) the Transactions and (ii) specified actions taken or to be taken by the Company or any of its Restricted Subsidiaries (calculated on a *pro forma* basis as though such cost savings, operating improvements and expense reductions and synergies had been realized on the first day of such period and as if such cost savings, operating improvements and expense reductions and synergies were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that such cost savings, expense reductions, operating improvements and synergies are reasonably identifiable and factually supportable and are reasonably anticipated to be realized within 24 months after the change, acquisition or disposition that is expected to result in such cost savings, expense reductions, or operating improvements and other synergies (which adjustments may be incremental to *pro forma* adjustments made pursuant to the definition of "Fixed Charge Coverage Ratio"); *plus*

(j) the amount of loss on sale of receivables and related assets to the Receivables Subsidiary in connection with a Receivables Facility *plus*

(k) (i) any charges, costs, expenses, accruals or reserves incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, pension plan or other long-term or post-employment benefit, any stock

subscription or shareholder agreement or any distributor equity plan or agreement, including any fair value adjustments that may be required under liquidity puts for such arrangements, (ii) any charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Capital Stock held by management of the Company, any direct or indirect parent company and/or any of its subsidiaries, in each case to the extent that such charges, costs, expenses, accruals or reserves are funded with cash proceeds contributed to the capital of the Company as a result of capital contribution or as a result of the sale or issuance of Capital Stock (other than Disqualified Stock) of the Company solely to the extent that such net cash proceeds are excluded from the calculation set forth in Section 4.04(a)(3) and (iii) any charges, costs, or expenses incurred in respect of bonus payments pursuant to employee incentive programs (including any bonus plans) that exceed 100% of the total amount projected for such payments; *plus*

(l) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(m) earn-out and contingent consideration obligations incurred or accrued in connection with any acquisition or other Permitted Investment and paid or accrued during such period and on similar acquisitions and Permitted Investments completed prior to the Effective Date; *plus*

(n) with respect to any joint venture that is not a Restricted Subsidiary, an amount equal to the proportion of those items described in clauses (a) to (c) above relating to such joint venture corresponding to such Person's and its Restricted Subsidiaries' proportionate share of such joint venture's Consolidated Net Income (determined as if such joint venture were a Restricted Subsidiary); *plus*

(o) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs; *plus*

(p) at the option of the Company, (A) the excess of GAAP rent expense over actual cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent or the application of fair value adjustments made as a result of recapitalization or purchase accounting, in each case, for GAAP purposes, (B) the non-cash amortization of tenant allowances and (C) the cash portion of sublease rentals received by such Person; *provided* that, in each case, if any such non-cash charge represents an accrual or reserve for potential cash items in any future period, such Person may determine not to add back such non-cash charge in the current period; *plus*

(q) the Consolidated Net Income attributable to the Company based on the percentage ownership of any joint venture that is accounted for under the equity method; *plus*

(r) the amount of travel expenses, payroll taxes, indemnification payments, director's fees and any other charges, costs, expenses, accruals or reserves incurred in connection with, or amounts payable to, any director of the board of the Company or its parent entities in connection with such director serving as a member of such board of directors (or similar governing body) and performing his or her duties in respect thereof.

(2) decreased (without duplication) by:

(a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding anynon-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase EBITDA in such prior period, *plus*

(b) any net income from disposed or discontinued operations; and

(3) increased or decreased by (without duplication), as applicable, any adjustments resulting from the application of ASC Topic Number 460 (*Guarantees*).

"*Effective Date*" means (1) if the Acquisition is consummated on or prior to the Issue Date, the Issue Date and (2) otherwise, the Escrow Release Date.

"*EMIT*" means economic and monetary union as contemplated in the Treaty on European Union.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"*Equity Offering*" means any public or private sale of common stock or Preferred Stock of the Company or any of its direct or indirect parent companies (excluding Disqualified Stock), other than:

(1) public offerings with respect to the Company's or any direct or indirect parent company's common stock registered on Form S-8;

(2) issuances to any Subsidiary of the Company; and

(3) any such public or private sale that constitutes an Excluded Contribution.

"*euro*" means the single currency of participating member states of the EMU.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"*Excluded Contribution*" means net cash proceeds, marketable securities or Qualified Proceeds received by the Company after the Effective Date from:

(1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company,

in each case designated as Excluded Contributions pursuant to an Officer's Certificate of the Company on or promptly after the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in Section 4.04(a)(3).

"*Fixed Charge Coverage Ratio*" means, with respect to any Person for any period, the ratio of (1) EBITDA of such Person and its Restricted Subsidiaries for such period to (2) the Fixed Charges of such Person and its Restricted Subsidiaries for such period. In the event that such Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repurchases, redeems, retires or extinguishes any Indebtedness (other than Indebtedness under any revolving credit facility or revolving advances under any Receivables Facility, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during such applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Fixed Charge Coverage Ratio Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect to such incurrence, assumption, guarantee, repurchase, redemption, retirement or extinguishment of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period for which internal financial statements are available; *provided*, *however*, that the *pro forma* calculation shall not give any effect to any Indebtedness incurred on such determination date pursuant to Section 4.03(b).

Notwithstanding anything in this definition to the contrary, when calculating the Consolidated Secured Debt Ratio, the Consolidated Total Leverage Ratio or the Fixed Charge Coverage Ratio, as applicable, in connection with the financing of an acquisition, the date of determination of such ratio and of any default or event of default blocker shall, at the option of the Company, be the date the definitive agreements for such acquisition are entered into and such ratios shall be calculated on a *pro forma* basis after giving effect to such acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds therefrom) as if they had occurred at the beginning of the four quarter reference period and, for the avoidance of doubt, (x) if any such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in EBITDA of the Company or the target company) at or prior to the consummation of the relevant acquisition, such ratios will not be deemed to have been exceeded as a result of such fluctuations for the purpose of determining whether such acquisition is permitted hereunder and (y) such ratios shall not be tested at the time of consummation of such acquisition or related transactions; *provided*, that if the Company elects to have such determinations occur at the time of entry into such definitive agreement, any such transaction shall be deemed to have occurred on the date the definitive agreements are entered

into and will be deemed outstanding thereafter for purposes of calculating any ratios under this Indenture after the date of such agreement and before consummation of the acquisition. For the avoidance of doubt, for purposes of determining the amount available for Restricted Payments under clause (2) or (3)(A) of Section 4.04(a) or clause (ii), (vi) and (xviii) of Section 4.04(b), Consolidated Net Income shall not include any Consolidated Net Income of or attributable to the target company or assets acquired unless and until the closing of such acquisition shall have occurred.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, amalgamations, mergers (including the Transactions), consolidations and discontinued operations (as determined in accordance with GAAP) and any operational changes that the Company or any of its Restricted Subsidiaries has determined to make (solely with respect to operational changes) or has made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, amalgamations, mergers, consolidations, discontinued operations and operational changes (and the change in any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Company or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, amalgamation, merger, consolidation, discontinued operation or operational change that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, amalgamation, consolidation or operational change had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to an Investment, acquisition (including the Transactions), disposition, amalgamation, merger, consolidation, discontinued operation or operational change, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Company (and may include (to the extent not already included in EBITDA), (a) cost savings (including sourcing), operating expense reductions and other operating improvements or synergies resulting from such Investment, acquisition, disposition, amalgamation, merger, consolidation (including the Transactions), discontinued operation or operational change, which is being given *pro forma* effect that have been or are expected to be realized and reasonably identifiable and factually supportable and are reasonably anticipated to be realized within 24 months after the change, acquisition or disposition that is expected to result in such cost savings, expense reductions, or operating improvements and other synergies and (b) adjustments of the nature used in connection with the calculation of "*Adjusted EBITDA*" as set forth in footnote 2 (including, with respect to any period ending prior to, or including, the Effective Date, the adjustments set forth in the line items captioned "estimated standalone costs," "Aroma contract adjustment" and "Silica contract adjustment," which adjustments shall reflect the amounts set forth in such line items in the Offering Circular) to "*Offering Circular Summary—Summary Historical and Unaudited Pro Forma Condensed Financial Information*" in the Offering Circular). If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness

shall be calculated as if the rate in effect on the Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate. Interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such indebtedness during the applicable period.

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the exchange rate for such currency for the most recent twelve month period immediately prior to the date of determination in a manner consistent with GAAP.

"*Fixed Charges*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense of such Person for such period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"*Foreign Subsidiary*" means any Subsidiary that is not a Domestic Subsidiary.

"*GAAP*" means generally accepted accounting principles in the United States which are in effect on the Issue Date, except for any reports required to be delivered under Section 4.02, which shall be prepared in accordance with GAAP in effect on the date thereof. At any time after the Issue Date, the Company may irrevocably elect to apply IFRS accounting principles in lieu of GAAP, and upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS pursuant to the previous sentence.

"*Government Securities*" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of

principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"*Governmental Authority*" means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank), in each case whether associated with a state or locality of the U.S., the U.S., or a foreign government.

"*guarantee*" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"*Guarantee*" means the guarantee by any Guarantor of the Issuers' Obligations under this Indenture and the Securities pursuant to Article 10.

"*Guarantor*" means each Person that Guarantees the Securities in accordance with the terms of this Indenture.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies (including, for the avoidance of doubt, under all "Hedging Obligations" as defined in the Senior Credit Facilities).

"*Holder*" means the Person in whose name a Security is registered in the Securities Register.

"*Holdings*" means Eco Services Group Holdings LLC.

"*IFRS*" means international accounting standards within the meaning of International Accounting Standards Regulation 1606/2002, as in effect from time to time, to the extent relevant to the applicable financial statements.

"*Indebtedness*" means, with respect to any Person, without duplication:

(1) any indebtedness (including principal and premium) of such Person, whether or not contingent:

(a) in respect of borrowed money;

(b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof);

(c) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), except (i) any such balance that constitutes an obligation in respect of a commercial letter of credit, a trade payable or similar obligation, in each case accrued in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and is not paid after becoming due and payable and (iii) any such obligations under ERISA or liabilities associated with customer prepayments; or

(d) representing any Hedging Obligations;

if and to the extent that any of the foregoing Indebtedness (other than letters of credit (other than commercial letters of credit) and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (1) of a third Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business; and

(3) to the extent not otherwise included, the obligations of the type referred to in clause (1) of a third Person secured by a Lien on any asset owned by such first Person, whether or not such Indebtedness is assumed by such first Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (i) the fair market value of such asset at such date of determination, and (ii) the amount of such Indebtedness of such other Person;

provided, *however*, that notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations incurred in the ordinary course of business and (2) deferred or prepaid revenues.

Notwithstanding anything in this Indenture to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Indenture but for the application of this sentence shall not be deemed an incurrence of Indebtedness under this Indenture.

"*Indenture*" means this Indenture as amended or supplemented from time to time.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant, in each case of nationally recognized standing that is, in the good faith judgment of the Company, qualified to perform the task for which it has been engaged.

"*Initial Purchasers*" means Credit Suisse Securities (USA) LLC, Jefferies LLC, Citigroup Global Markets Inc. and KeyBanc Capital Markets Inc.

"*Intermediate Holdings*" means Eco Services Intermediate Holdings LLC.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or, in either case, an equivalent rating by any other Rating Agency.

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities or instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"*Investments*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, commission, travel and similar advances to officers, directors, managers, distributors, consultants and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes thereto) of the Company in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. The amount of any Investment shall be deemed to be the amount actually invested, without adjustment for subsequent increases or decreases in value or any write-downs or write-offs, but giving effect to any repayments thereof in the form of loans and any return on capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of such Investment). For purposes of the definition of "Unrestricted Subsidiary" and Section 4.04:

(1) "Investments" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(a) the Company's "Investment" in such Subsidiary at the time of such redesignation;*less*

(b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Company.

"*Investors*" means CCMP Capital Advisors, LLC and their Affiliates but not including, however, any of their operating portfolio companies.

"*Issue Date*" means October 24, 2014.

"*Issuers*" means the parties named as such in the Preamble to this Indenture and successors thereto.

"*Legal Holiday*" means a Saturday, a Sunday or any other day on which commercial banking institutions are not required by law, regulation or executive order to be open in the State of New York or in the State at the place of payment. If a payment date at a place of payment is on a Legal Holiday, payment shall be made at that place on the next succeeding Business Day, and no interest shall accrue on such payment for the intervening period.

"*Lien*" means, with respect to any asset, any mortgage, lien, deed of trust, hypothecation, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof); *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"*Management Investors*" means the officers, directors, managers, employees and other members of the management of the Company, any direct or indirect parent company of the Company and/or any Subsidiary of Holdings.

"*Moody's*" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"*Net Income*" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

"*Net Proceeds*" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale, including, without limitation, any cash received in respect of or upon the sale or other disposition of any Designated Non-cash

Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (including pursuant to any tax sharing or tax distribution arrangements), amounts required to be applied to the repayment of principal, premium, if any, and interest on Indebtedness (other than Subordinated Indebtedness) secured by a Lien on the assets disposed of required (other than required by Section 4.06(b)(i)) to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Company or any of its Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company or any of its Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"*New York UCC*" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"*Obligations*" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, indemnification, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"*Offering Circular*" means the Offering Circular relating to the offering of the Original Securities dated October 9, 2014.

"*Officer*" means the Chairman of the Board of Managers, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of an Issuer.

"*Officer's Certificate*" means, with respect to an Issuer, a certificate signed by an Officer of such Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer that meets the requirements set forth in this Indenture.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuers.

"*Parent Company*" means any Person so long as such Person directly or indirectly owns at least 80.0% of the total voting power of the Capital Stock of the Company, and at the time such Person acquired such voting power, no Person and no group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision), including any such group acting for the purpose of acquiring, holding or disposing of securities (within the meaning

of Rule 13d-5(b)(1) under the Exchange Act) (other than any Permitted Holders), shall have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provisions), directly or indirectly, of more than 50.0% of the total voting power of the Voting Stock of such Person.

"*Paying Agent*" means an office or agency maintained by the Issuers pursuant to the terms of this Indenture, where Securities may be presented for payment.

"*Permitted Asset Swap*" means the substantially concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person; *provided* that any Cash Equivalents received must be applied in accordance with Section 4.06.

"*Permitted Holders*" means (i) each of the Investors, (ii) each of the Management Investors and (iii) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, such Investors and Management Investors, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Company or any of its direct or indirect parent companies. Any person or group whose acquisition of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of Section 4.08 (or would result in a Change of Control Offer in the absence of the waiver of such requirement by Holders in accordance with Section 4.08) shall thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"*Permitted Investments*" means:

(1) any Investment in the Company or any of its Restricted Subsidiaries;

(2) any Investment in cash and Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Company or any of its Restricted Subsidiaries in a Person (including in the Equity Interests of such Person) if as a result of such Investment (a) such Person becomes a Restricted Subsidiary or (b) such Person, in one transaction or a series of related transactions, is merged, amalgamated or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary, and, in each case, any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation or transfer;

(4) any Investment in securities or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to Section 4.06(a) or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on, or made pursuant to binding commitments existing on, the Effective Date and any extension, modification, replacement, renewal or reinvestments of any such Investments existing or committed on the Effective Date (other than reimbursements of Investments in the Company or any Subsidiary); *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment or commitment as in existence on the Effective Date or (y) as otherwise permitted under this Indenture;

(6) any Investment acquired by the Company or any of its Restricted Subsidiaries:

(a) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of, or settlement of delinquent accounts and disputes with or judgments against, the issuer of such other Investment or accounts receivable;

(b) as a result of a foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates; or

(d) in settlement of debts created in the ordinary course of business;

(7) Hedging Obligations permitted under clause (x) of Section 4.03(b);

(8) any Investment in a Similar Business having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (8) that are at that time outstanding, not to exceed the greater of (x) $50.0 million and (y) 5.0% of Consolidated Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided*, *however*, that if any Investment pursuant to this clause (8) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (8) for so long as such Person continues to be a Restricted Subsidiary;

(9) Investments the payment for which consists of Equity Interests (exclusive of Disqualified Stock) of the Company, or any of its direct or indirect parent companies; *provided*, *however*, that such Equity Interests will not increase the amount available for Restricted Payments under Section 4.04(a)(3);

(10) guarantees (including Guarantees) of Indebtedness permitted under Section 4.03, performance guarantees and Contingent Obligations in the ordinary course of business and the creation of liens on the assets of the Company or any of its Restricted Subsidiaries in compliance with Section 4.12, including, without limitation, any guarantee or other obligation issued or incurred under the Senior Credit Facilities in connection with any letter of credit issued for the account of the Company or any of its Subsidiaries (including with respect to the issuance of, or payments in respect of drawings under, such letters of credit);

(11) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Section 4.07(b) (except transactions described in clauses (ii), (v) and (viii) thereof);

(12) Investments consisting of or to finance purchases and acquisitions of inventory, supplies, materials, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(13) Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (13) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of, or have not been subsequently sold or transferred for, cash or marketable securities), not to exceed the greater of (x) $50.0 million and (y) 5.0% of Consolidated Total Assets (with the fair market value of each investment being measured at the time made and without giving effect to subsequent changes in value); *provided*, *however*, that if any Investment pursuant to this clause (13) is made in any Person that is not a Restricted Subsidiary of the Company at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (13) for so long as such Person continues to be a Restricted Subsidiary;

(14) Investments relating to a Receivables Subsidiary that, in the good faith determination of the Company, are necessary or advisable to effect any Receivables Facility;

(15) loans and advances to, or guarantees of Indebtedness of, officers, directors, employees, managers, consultants or independent contractors and members of management of the Company (or their respective immediate family members), any of its Subsidiaries or any direct or indirect parent of the Company not in excess of $5.0 million outstanding at any one time, in the aggregate (calculated without regard to write-downs or write-offs thereof);

(16) loans and advances to present or former officers, directors, employees, consultants, managers, members of management and independent contractors of payroll payments or other compensation and for travel, moving, entertainment and other similar expenses, drawing accounts and similar expenditures, in each case incurred in the ordinary course of business or consistent with past practices or to fund such Person's purchase of Equity Interests of the Company or any direct or indirect parent company thereof;

(17) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(18) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course;

(19) Investments in any Subsidiary or any joint venture as required by, or made pursuant to, intercompany cash management arrangements, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements or related activities arising in the ordinary course of business;

(20) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(21) Investments in joint ventures in an aggregate amount not to exceed $20.0 million outstanding at any one time;

(22) the Securities and the related Guarantees;

(23) guarantees of leases (other than capital leases) or of other obligations not constituting Indebtedness, in each case in the ordinary course of business; and

(24) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Company or any Subsidiary.

"*Permitted Liens*" means, with respect to any Person:

(1) (a) (i) pledges, deposits or security by such Person under workmen's compensation laws, unemployment insurance, employers' health tax and other social security laws or similar legislation or regulations, health, disability or other employee benefits or property and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty, liability or other insurance to the Company and its Subsidiaries; or (b) Liens, pledges and deposits in connection with bids, tenders, contracts (other than for Indebtedness for borrowed money) or leases, statutory obligations, surety, stay, customs, bid and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, performance and completion guarantees and other obligations of a like nature (including letters of credit in lieu of any such items or to support the issuance thereof) incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business and obligations in respect of letters of credit or bank guarantees that have been posted to support payment of the items described in this clause (1);

(2) Liens imposed by law, such as landlord's, banks', carriers', warehousemen's, workmen's, materialmen's, repairmen's, construction and mechanics' Liens, (i) for sums not yet overdue for a period of more than 30 days, (ii) being contested in good faith by appropriate actions or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP or (iii) with respect to which the failure to make payment could not reasonably be expected to have a material adverse effect;

(3) Liens for taxes, assessments or other governmental charges (i) not yet overdue for a period of more than 30 days, (ii) which are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP, (iii) for property taxes on property that the Company or one of its Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property or (iv) with respect to which the failure to make payment could not reasonably be expected to have a material adverse effect;

(4) Liens in favor of issuers of performance, surety, bid, indemnity, warranty, release, appeal or similar bonds or with respect to other regulatory requirements or letters of credit or bankers' acceptances issued, and completion guarantees provided for, in each case pursuant to the request of and for the account of such Person in the ordinary course of its business or consistent with past practice prior to the Effective Date;

(5) minor survey exceptions, minor encumbrances, ground leases, easements or reservations of, or rights of others for, licenses,rights-of-way, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially impair their use in the operation of the business of such Person;

(6) Liens securing Indebtedness permitted to be incurred pursuant to clause (iv), (xii)(b), (xiv)(y), (xviii) or (xxvi) of Section 4.03(b)*provided* that (a) Liens securing Indebtedness, Disqualified Stock or Preferred Stock to be Incurred pursuant to Section 4.03(b)(iv) or (xxvi) are limited to the assets financed with such Indebtedness, Disqualified Stock or Preferred Stock and any replacements thereof, additions and accessions thereto and the proceeds and products thereof and related property and (b) Liens securing Indebtedness permitted to be incurred pursuant to clause (xviii) extend only to the assets of non-Guarantor Subsidiaries;

(7) Liens existing on the Effective Date;

(8) Liens existing on property or shares of stock of a Person at the time such Person becomes a Subsidiary*provided*, *however*, such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided*, *further*, *however*, that such Liens may not extend to any other property owned by the Company or any of its Restricted Subsidiaries;

(9) Liens existing on property at the time the Company or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, merger, amalgamation or consolidation; *provided*, *further*, *however*, that the Liens may not extend to any other property owned by the Company or any of its Restricted Subsidiaries;

(10) Liens securing Indebtedness or other obligations of the Company or a Restricted Subsidiary owing to the Company or another Restricted Subsidiary permitted to be incurred in accordance with Section 4.03;

(11) Liens securing Hedging Obligations and in respect of Cash Management Services so long as the related Indebtedness is permitted to be incurred under this Indenture;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of documentary letters of credit or bankers' acceptances, a bank guarantee or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) leases, subleases, licenses or sublicenses, grants or permits (including with respect to intellectual property and software) granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries and the customary rights reserved or vested in any Person by the terms of any lease, sublease, license, sublicense, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(14) Liens arising from Uniform Commercial Code (or equivalent statutes) financing statement filings regarding operating leases or accounts in connection with any transaction otherwise permitted under this Indenture;

(15) Liens in favor of the Issuers or any Guarantor;

(16) Liens on equipment of the Company or any of its Restricted Subsidiaries granted in the ordinary course of business to the Company's or its Subsidiaries' customers;

(17) (a) Liens on accounts receivable and related assets incurred in connection with a Receivables Facility and (b) Liens on assets sold or transferred or purported to be sold or transferred to a Receivables Subsidiary in connection with a Receivables Facility and the proceeds of such assets;

(18) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8) and (9); *provided*, *however*, that (a) such new Lien shall be limited to all or part of the same property that secured the original Lien (other than the proceeds and products thereof, accessions thereto and improvements on such property), and (b) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (i) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8) and (9) at the time the original Lien became a Permitted Lien under this Indenture, and (ii) an amount necessary to pay any accrued interest and fees (including original issue discount, upfront fees or similar fees) and expenses, including premiums (including tender premiums), related to such refinancing, refunding, extension, renewal or replacement;

(19) deposits made or other security provided to secure liabilities to insurance carriers under insurance or self-insurance arrangements in the ordinary course of business;

(20) Liens securing judgments for the payment of money not constituting an Event of Default under Section 6.01(f) so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(21) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(22) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(23) Liens deemed to exist in connection with Investments in repurchase agreements or other Cash Equivalents permitted under Section 4.03; *provided* that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement or other Cash Equivalent;

(24) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(25) Liens that are contractual rights of set-off relating to (i) the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) pooled deposit or sweep accounts of the Company or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company and its Restricted Subsidiaries; (iii) purchase orders and other agreements entered into with customers of the Company or any of its Restricted Subsidiaries in the ordinary course of business; or (iv) commodity trading or other brokerage accounts incurred in the ordinary course of business;

(26) Liens solely on any cash earnest money deposits made by the Company or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Indenture;

(27) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the Company or any of its Restricted Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(28) restrictive covenants affecting the use to which real property may be put; *provided*, *however*, that the covenants are complied with;

(29) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of business;

(30) zoning by-laws and other land use restrictions, including, without limitation, site plan agreements, development agreements and contract zoning agreements;

(31) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(32) [reserved];

(33) (i) customary transfer restrictions and purchase options in joint venture and similar agreements, (ii) Liens on Equity Interests in joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (iii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries entered into in the ordinary course of business;

(34) (i) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business, (ii) Liens arising out of conditional sale, title retention or similar arrangements for the sale of goods in the ordinary course of business and (iii) Liens arising by operation of law under Article 2 of the Uniform Commercial Code;

(35) Liens on the assets of non-Guarantor Subsidiaries of the Company securing Indebtedness permitted to be incurred by non-Guarantor Subsidiaries under this Indenture;

(36) other Liens securing obligations not to exceed the greater of (x) $15.0 million and (y) 1.5% of Consolidated Total Assets, at any one time outstanding;

(37) Liens securing reimbursement obligations in respect of documentary letters of credit or bankers' acceptances in the ordinary course of business, *provided* that such Liens attach only to the documents and goods covered thereby and proceeds thereof; and

(38) Liens incurred to secure Obligations in respect of any Indebtedness permitted to be incurred pursuant to the covenant described under Section 4.03; *provided* that, with respect to Liens securing Obligations permitted under this clause (38), at the time of incurrence and after giving *pro forma* effect thereto, the Consolidated Secured Debt Ratio of the Company and its Restricted Subsidiaries would be no greater than 4.75 to 1.0.

For purposes of determining compliance with this definition, (x) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this definition but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category), (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Company shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition, and (z) in the event that a portion of Indebtedness secured by a

Lien could be classified as secured in part pursuant to clause (38) above (giving effect to the incurrence of such portion of such Indebtedness), the Company, in its sole discretion, may classify such portion of such Indebtedness (and any Obligations in respect thereof) as having been secured pursuant to clause (38) above and thereafter the remainder of the Indebtedness as having been secured pursuant to one or more of the other clauses of this definition.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

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

"*Preferred Stock*" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"*Public Company Costs*" means costs relating to compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"*Qualified Proceeds*" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; *provided* that the fair market value of any such assets or Capital Stock shall be determined by the Company in good faith.

"*Qualifying IPO*" means the issuance and sale by any direct or indirect parent company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement (whether alone or in connection with a secondary public offering) pursuant to which the net proceeds are received by any direct or indirect parent company and contributed to the Company or any Restricted Subsidiary.

"*Rating Agencies*" means Moody's and S&P or if Moody's or S&P or both shall not make a rating on the Securities publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody's or S&P or both, as the case may be.

"*Real Estate Asset*" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) of the Company or any Restricted Subsidiary in and to real property (including, but not limited to, land, improvements and fixtures thereon) of such Person.

"*Receivables Facility*" means one or more receivables financing facilities, as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are limited-recourse (except for Securitization Undertakings made in connection with such facilities) to the Company or any of its Restricted Subsidiaries (other than a

Receivables Subsidiary) pursuant to which the Company or any of its Restricted Subsidiaries sells its accounts receivable to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts receivable to a Person that is not a Restricted Subsidiary, in each case, with the same or different arrangements, agents, lenders, borrowers or issuer and, in each case, as amended, restated, amended and restated, supplemented, waived, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified in whole or in part from time to time.

"*Receivables Fees*" means distributions or payments made directly or by means of discounts with respect to any accounts receivable or participation interest therein issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

"*Receivables Subsidiary*" means any Subsidiary formed for the purpose of, and that engages only in one or more Receivables Facilities and other activities reasonably related thereto.

"*Related Business Assets*" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business,*provided* that any assets received by the Company or a Restricted Subsidiary in exchange for assets transferred by the Company or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means, at any time, any direct or indirect Subsidiary of the Company (including theCo-Issuer and any Foreign Subsidiary) that is not then an Unrestricted Subsidiary; *provided*, *however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of "Restricted Subsidiary."

"*S&P*" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"*Sale and Lease-Back Transaction*" means any arrangement providing for the leasing by the Company or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"*SEC*" means the U.S. Securities and Exchange Commission.

"*Secured Indebtedness*" means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

"*Securities*" has the meaning given to such term in the Preamble to this Indenture.

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

"*Securitization Undertakings*" means representations, warranties, covenants, repurchase obligations, indemnities and guarantees of performance entered into by the Company or any Subsidiary of the Company which the Company has determined in good faith to be required by a seller or servicer (or parent of such seller or servicer) in a Receivables Facility.

"*Security Register*" means the register of Securities, maintained by the Registrar, pursuant to Section 2.04 hereof.

"*Senior Credit Facilities*" means (1) the credit agreement, dated as of the Effective Date, among the Issuers, the other borrowers and guarantors party thereto, the subsidiaries of the Company party thereto from time to time, the lenders party thereto from time to time in their capacities as lenders thereunder and Credit Suisse AG, as administrative agent for the lenders including one or more debt facilities or other financing arrangements (including, without limitation, indentures) providing for term loans, revolving loans or other long-term indebtedness that replace or refinance such credit facility, including any such replacement or refinancing facility or indenture that increases or decreases the amount permitted to be borrowed thereunder or alters the maturity thereof and whether by the same or any other agent, lender or group of lenders, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements or refundings thereof or any such indentures or credit facilities that replace or refinance such credit facility and (2) whether or not the credit agreement referred to in clause (1) remain outstanding, if designated by the Company to be included in the definition of "Senior Credit Facilities," one or more (i) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrower from lenders against such receivables) or letters of credit, (ii) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances) or (iii) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different arrangements, agents, lenders, borrowers or issuer and, in each case, as amended, restated, amended and restated, supplemented, waived, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified in whole or in part from time to time.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Effective Date.

"*Similar Business*" means any business conducted or proposed to be conducted by the Company and its Restricted Subsidiaries on the Effective Date or any business that is a reasonable extension, development or expansion of any of the foregoing or is similar, reasonably related, incidental or ancillary thereto.

"*Solvay*" means Solvay USA Inc.

"*Sponsor Management Agreement*" means that certain management agreement, entered into as of the Effective Date, by and among the Company, on the one hand, and the Investors and/or one or more of their Affiliates, on the other hand.

"*Subordinated Indebtedness*" means, with respect to the Securities, (1) any Indebtedness of either Issuer which is by its terms subordinated in right of payment to the Securities, and (2) any Indebtedness of any Guarantor which is by its terms subordinated in right of payment to the Guarantee of such entity of the Securities.

"*Subsidiary*" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; *provided* that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"*Subsidiary Guarantors*" means each Restricted Subsidiary that provides a Guarantee of the Securities.

"*Transaction Agreement*" means the asset purchase agreement by and between Eco Acquisition LLC and Solvay USA Inc., dated as of July 30, 2014, as in effect on the Issue Date, including all exhibits and disclosure schedules thereto.

"*Transaction Expenses*" means any fees, premiums, expenses, costs or charges (including original issue discount or upfront fees) incurred or paid by the Company or its Subsidiaries in connection with the Transactions or any related restructuring transactions, including payments to officers, employees and directors as change of control payments, severance payments, special or retention bonuses and charges for repurchase or rollover of, or modifications to, stock options and/or restricted stock, fees and expenses payable pursuant to the Transition Services Agreement and charges or expenses relating to the repayment of existing Indebtedness.

"*Transactions*" means the transactions contemplated by the Transaction Agreement, the issuance of the Securities, borrowings under the Senior Credit Facilities, restructuring transactions contemplated by or necessary to effect the Transactions contemplated by the Transaction Agreement and other actions described under "The Transactions" in the Offering Circular.

"*Transition Services Agreement*" means that certain transition services agreement entered into as of the Effective Date by and between the Company and Solvay USA Inc.

"*Treasury Rate*" means, as of any Redemption Date, the yield to maturity as of such Redemption Date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two Business Days prior to the Redemption Date or, in the case of a satisfaction and discharge or defeasance, that has become publicly available as of two Business Days before the Issuers deposit funds required under this Indenture with the Trustee (or, if such Statistical Release is no longer published, any publicly available source of similar market data))

most nearly equal to the period from the Redemption Date to November 1, 2017; *provided*, *however*, that if the period from the Redemption Date to November 1, 2017 is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

"*Trust Officer*" means when used with respect to the Trustee, any officer assigned to the Corporate Trust division (or any successor division or unit) of the Trustee located at the Corporate Trust Office of the Trustee, who shall have direct responsibility for the administration of this Indenture, and for purposes of Section 7.01(c)(ii) shall also include any other officer of the Trustee to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"*Trustee*" means the party named as such in the Preamble of this Indenture until a successor replaces it and, thereafter, means the successor.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Company which at the time of determination is an Unrestricted Subsidiary (as designated by the Company, as provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Company may designate any Subsidiary of the Company (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Company or any Subsidiary of the Company (other than solely any Subsidiary of the Subsidiary to be so designated); *provided* that

(1) any Unrestricted Subsidiary must be an entity of which the Equity Interests entitled to cast at least a majority of the votes that may be cast by all Equity Interests having ordinary voting power for the election of directors or Persons performing a similar function are owned, directly or indirectly, by the Company;

(2) such designation complies with Section 4.04; and

(3) each of:

(a) the Subsidiary to be so designated; and

(b) its Subsidiaries

has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any Restricted Subsidiary.

The Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary;*provided* that, immediately after giving effect to such designation, no Default shall have occurred and be continuing and either:

(1) the Company could incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a); or

(2) the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries would be equal to or greater than such ratio for the Company and its Restricted Subsidiaries immediately prior to such designation, in each case on a *pro forma* basis taking into account such designation.

Any such designation by the Company shall be notified by the Company to the Trustee by promptly filing with the Trustee a copy of the resolution of the board of directors (or similar governing body) of the Company or any committee thereof giving effect to such designation and an Officer's Certificate of the Company certifying that such designation complied with the foregoing provisions.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors (or similar governing body) of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment; by

(2) the sum of all such payments.

"*Wholly-Owned Subsidiary*" of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares and shares issued to foreign nationals as required under applicable law) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

SECTION 1.02 Other Definitions.

Term	Defined in Section
"Acceptable Commitment"	4.06(b)
"Affiliate Transaction"	4.07
"Appendix"	2.01
"Asset Sale Offer"	4.06(b)
"Authentication Order"	2.03

Term	Defined in Section
“Change of Control Offer”	4.08(a)
“Change of Control Payment”	4.08(a)
“Change of Control Payment Date”	4.08(b)
“Clearstream”	Appendix A
“covenant defeasance option”	8.01(c)
“Covenant Suspension Event”	4.14(a)
“Definitive Security”	Appendix A
“Depository”	Appendix A
“DTC”	1.05(h)
“Escrow Account”	4.15(a)
“Escrow Agent”	4.15(a)
“Escrow Agreement”	4.15(a)
“Escrow Letter of Credit”	4.15(a)
“Escrow Release Date”	4.15(b)
“Escrow Termination Date”	3.09
“Escrowed Property”	4.15(a)
“Euroclear”	Appendix A
“Event of Default”	6.01
“Excess Proceeds”	4.06(b)
“Global Securities”	Appendix A
“Global Securities Legend”	Appendix A
“Guaranteed Obligations”	10.01(a)
“IAI”	Appendix A
“incorporated provision”	11.01
“incur”	4.03(a)
“Initial Purchasers”	Appendix A
“legal defeasance option”	8.01(c)
“Original Securities”	Preamble
“Pari Passu Indebtedness”	4.06(b)
“protected purchaser”	2.08
“Purchase Agreement”	Appendix A
“QIB”	Appendix A
“Refinancing Indebtedness”	4.03(b)(viii)
“Refunding Capital Stock”	4.04(b)(ii)(A)
“Registrar”	2.04(a)
“Regulation S”	Appendix A
“Regulation S Global Securities”	Appendix A
“Regulation S Permanent Global Security”	Appendix A
“Regulation S Temporary Global Security”	Appendix A
“Regulation S Securities”	Appendix A
“Release”	4.15(b)
“Restricted Payments”	4.04(a)

Term	Defined in Section
"Restricted Period"	Appendix A
"Restricted Securities Legend"	Appendix A
"Reversion Date"	4.14(a)
"Rule 144A"	Appendix A
"Rule 144A Global Securities"	Appendix A
"Rule 144A Securities"	Appendix A
"Rule 501"	Appendix A
"Second Commitment"	4.06(b)
"Securities Custodian"	Appendix A
"Special Mandatory Redemption"	Exhibit A
"Successor Co-Issuer	5.01(b)
"Successor Company"	5.01(a)
"Successor Person"	5.01(c)
"Suspended Covenants"	4.14(a)
"Suspension Period"	4.14(a)
"Transfer Restricted Securities"	Appendix A
"Treasury Capital Stock"	4.04(b)
"Unrestricted Definitive Security"	Appendix A
"Unrestricted Global Security"	Appendix A

SECTION 1.03 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture expressly refers to a provision of the Trust Indenture Act, the provision is incorporated by reference in and made part of this Indenture. The following Trust Indenture Act terms have the following meanings:

"*indenture securities*" means the Securities and the Guarantees.

"*indenture security holder*" means a Holder.

"*indenture to be qualified*" means this Indenture.

"*indenture trustee*" or "*institutional trustee*" means the Trustee.

"*Obligor*" on the securities and the Guarantees means the Issuers and the Guarantors, respectively, and any successor obligor upon the Securities and the Guarantees, respectively.

All other Trust Indenture Act terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.04 Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) "including" means including without limitation;

(e) words in the singular include the plural and words in the plural include the singular;

(f) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Indebtedness merely by virtue of its nature as unsecured Indebtedness, and senior Indebtedness shall not be deemed to be subordinate or junior to any other senior Indebtedness merely by virtue of its junior priority with respect to the same collateral;

(g) "$" and "U.S. Dollars" each refer to United States dollars, or such other money of the United States of America that at the time of payment is legal tender for payment of public and private debts;

(h) "consolidated" means, with respect to any Person, such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary shall be accounted for as an Investment;

(i) "will" shall be interpreted to express a command;

(j) provisions apply to successive events and transactions;

(k) unless the context otherwise requires, any reference to an "Appendix," "Article," "Section," "clause," "Schedule" or "Exhibit" refers to an Appendix, Article, Section, clause, Schedule or Exhibit, as the case may be, of this Indenture;

(l) the words "*herein*," "*hereof*" and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision;

(m) references to sections of, or rules under the Securities Act, the Exchange Act or the Trust Indenture Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time; and

(n) unless otherwise provided, references to agreements and other instruments shall be deemed to include all amendments and other modifications to such agreements or instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Indenture.

SECTION 1.05 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuers. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee and the Issuers, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgements of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Securities shall be proved by the Security Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee or the Issuers in reliance thereon, whether or not notation of such action is made upon such Security.

(e) The Issuers may, at their option in the circumstances permitted by the Trust Indenture Act, set a record date for purposes of determining the identity of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or take any other act, or to vote or consent to any action by vote or consent authorized or permitted to be given or taken by Holders, but the Issuers shall have no obligation to do so.

(f) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this Section 1.05(f) shall have the same effect as if given or taken by separate Holders of each such different part.

(g) Without limiting the generality of the foregoing, a Holder, including the Depositary, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and the Depositary may provide its proxy to the beneficial owners of interests in any such Global Security through such Depositary's standing instructions and customary practices.

(h) The Issuers may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Security held by The Depository Trust Company ("*DTC*") entitled under the procedures of such Depositary to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a record date is fixed, the Holders on such record date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such record date.

ARTICLE 2

THE SECURITIES

SECTION 2.01 Amount of Securities. The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture on the Issue Date is $200,000,000.

The Issuers may from time to time after the Issue Date issue Additional Securities under this Indenture in an unlimited principal amount, so long as (i) the incurrence of the Indebtedness represented by such Additional Securities is at such time permitted by Section 4.03 and (ii) such Additional Securities are issued in compliance with the other applicable provisions of this Indenture. With respect to any Additional Securities issued after the Issue Date (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities pursuant to Section 2.07, 2.08, 2.09, 2.10, 3.06, 3.08, 4.08(c) or Appendix A (the "*Appendix*")), there shall be (a) established in or pursuant to a resolution of the board of directors (or similar governing body) of the Issuers and (b) (i) set forth or determined in the manner provided in an Officer's Certificate of the Issuers or (ii) established in one or more indentures supplemental hereto, prior to the issuance of such Additional Securities:

(1) the aggregate principal amount of such Additional Securities to be authenticated and delivered under this Indenture;

(2) the issue price and issuance date of such Additional Securities, including the date from which interest on such Additional Securities shall accrue; and

(3) if applicable, that such Additional Securities shall be issuable in whole or in part in the form of one or more Global Securities and, in such case, the respective depositaries for such Global Securities, the form of any legend or legends which shall be borne by such Global Securities in addition to or in lieu of those set forth in Exhibit A hereto and any circumstances in addition to or in lieu of those set forth in Section 2.2 of the Appendix in which any such Global Security may be exchanged in whole or in part for Additional Securities registered, or any transfer of such Global Security in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Security or a nominee thereof.

If any of the terms of any Additional Securities are established by action taken pursuant to a resolution of the board of directors (or similar governing body) of the Issuers, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuers and delivered to the Trustee at or prior to the delivery of the Officer's Certificate of the Issuers or the indenture supplemental hereto setting forth the terms of the Additional Securities.

The Securities, including any Additional Securities, shall be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that if any Additional Securities are not fungible with the original notes for U.S. federal income tax purposes, such Additional Securities will have a separate CUSIP number.

SECTION 2.02 Form and Dating. Provisions relating to the Securities are set forth in the Appendix, which is hereby incorporated into and expressly made a part of this Indenture. The (i) Original Securities and the Trustee's certificate of authentication and (ii) any Additional Securities and the Trustee's certificate of authentication shall each be substantially in the form of Exhibit A hereto, which is hereby incorporated in and expressly made a part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule, agreements to which any Issuer or any Guarantor is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Issuers). Each Security shall be dated the date of its authentication. The Securities shall be issuable only in registered form without interest coupons and in denominations of $2,000 and any integral multiples of $1,000 in excess thereof.

SECTION 2.03 Execution and Authentication. The Trustee shall authenticate and make available for delivery upon a written order of the Issuers signed by one Officer of each Issuer (an "*Authentication Order*") (a) Original Securities for original issue on the date hereof in an aggregate principal amount of $200,000,000 and (b) subject to the terms of this Indenture, Additional Securities in an aggregate principal amount to be determined at the time of issuance and specified therein. Such Authentication Order shall specify the amount of the Securities to be authenticated and the date on which the original issue of Securities is to be authenticated. Notwithstanding anything to the contrary in this Indenture or the Appendix, any issuance of Additional Securities after the Issue Date shall be in a principal amount of at least $2,000 and integral multiples of $1,000 in excess of $2,000.

One Officer of each Issuer shall sign the Securities for the Issuers by manual or facsimile signature.

If an Officer whose signature is on a Security no longer holds that office at the time the Trustee authenticates the Security, the Security shall be valid nevertheless.

A Security shall not be entitled to any benefit under this Indenture or valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee may appoint one or more authenticating agents reasonably acceptable to the Issuers to authenticate the Securities. Any such appointment shall be evidenced by an instrument signed by a Trust Officer, a copy of which shall be furnished to the Issuers. Unless limited by the terms of such appointment, an authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

SECTION 2.04 Registrar and Paying Agent.

(a) The Issuers shall maintain (i) an office or agency where Securities may be presented for registration of transfer or for exchange (the "*Registrar*") and (ii) a Paying Agent. The Registrar shall keep a register of the Securities and of their transfer and exchange. The Issuers may have one or more co-registrars and one or more additional paying agents. The term "*Registrar*" includes any co-registrars. The term "*Paying Agent*" includes the Paying Agent and any additional paying agents. The Issuers initially appoint the Trustee as Registrar, Paying Agent and the Securities Custodian with respect to the Global Securities. The Issuers initially appoint DTC to act as Depositary with respect to the Global Securities.

(b) The Issuers shall enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture, which shall incorporate the terms of the Trust Indenture Act. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuers shall notify the Trustee in writing of the name and address of any such agent. If the Issuers fail to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Issuers or any of their domestically organized Wholly-Owned Subsidiaries may act as Paying Agent or Registrar.

(c) The Issuers may remove any Registrar or Paying Agent upon written notice to such Registrar or Paying Agent and to the Trustee and without prior notice to any Holder; *provided*, *however*, that no such removal shall become effective until (i) if applicable, acceptance of an appointment by a successor as evidenced by an appropriate agreement entered into by the Issuers and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee or (ii) notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above. The Registrar or Paying Agent may resign at any time upon written notice to the Issuers and the Trustee; *provided*, *however*, that the Trustee may resign as Paying Agent or Registrar only if the Trustee also resigns as Trustee in accordance with Section 7.08.

SECTION 2.05 Paying Agent to Hold Money in Trust. One Business Day prior to or on each due date of the principal of and interest on any Security, the Issuers shall deposit with a Paying Agent a sum sufficient to pay such principal and interest when so becoming due. The Issuers shall require each Paying Agent (other than the Trustee) to agree in writing that a Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by a Paying Agent for the payment of principal of and interest on the Securities, and shall notify the Trustee in writing of any default by the Issuers in making any such payment. If any Issuer or a Wholly-Owned Subsidiary of any Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it in trust for the benefit of the Persons entitled thereto. The Issuers at

any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section, a Paying Agent shall have no further liability for the money delivered to the Trustee. Upon any bankruptcy or reorganization proceedings relating to the Issuers, the Trustee shall serve as Paying Agent for the Securities.

SECTION 2.06 Holder Lists. The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Issuers shall furnish, or cause the Registrar to furnish, to the Trustee, in writing at least five (5) Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

SECTION 2.07 Transfer and Exchange. The Securities shall be issued in registered form and shall be transferable only upon the surrender of a Security for registration of transfer and in compliance with the Appendix. When a Security is presented to the Registrar with a request to register a transfer, the Registrar shall register the transfer as requested if its requirements therefor of this Indenture are met. When Securities are presented to the Registrar with a request to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Issuers shall execute and the Trustee shall authenticate Securities at the Registrar's request. The Issuers may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Issuers shall not be required to make, and the Registrar need not register, transfers or exchanges of any Securities (i) selected for redemption (except, in the case of Securities to be redeemed in part, the portion thereof not to be redeemed) (ii) for a period of 15 days before the mailing of a notice of redemption of Securities to be redeemed or (iii) between a regular record date and the next succeeding interest payment date.

Prior to the due presentation for registration of transfer of any Security, the Issuers, the Guarantors, the Trustee, the Paying Agent and the Registrar may deem and treat the Person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Issuers, any Guarantor, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any Holder of a beneficial interest in a Global Security shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in such Global Security may be effected only through a book-entry system maintained by (a) the Holder of such Global Security (or its agent) or (b) any Holder of a beneficial interest in such Global Security, and that ownership of a beneficial interest in such Global Security shall be required to be reflected in a book entry.

All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

SECTION 2.08 Replacement Securities. If a mutilated Security is surrendered to the Registrar or if the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Issuers shall issue and the Trustee shall authenticate a replacement Security if the requirements of Section 8-405 of the New York UCC are met, such that the Holder (a) satisfies the Issuers or the Trustee within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar does not register a transfer prior to receiving such notification, (b) makes such request to the Issuers or the Trustee prior to the Security being acquired by a protected purchaser as defined in Section 8-303 of the New York UCC (a "*protected purchaser*") and (c) satisfies any other reasonable requirements of the Trustee. Such Holder shall furnish an indemnity bond sufficient in the judgment of (i) the Trustee to protect the Trustee or (ii) the Issuers to protect the Issuers, the Trustee, a Paying Agent and the Registrar from any loss that any of them may suffer if a Security is replaced. The Issuers and the Trustee may charge the Holder for their expenses in replacing a Security (including without limitation, attorneys' fees and disbursements in replacing such Security). In the event any such mutilated, lost, destroyed or wrongfully taken Security has become or is about to become due and payable, the Issuers in their discretion may pay such Security instead of issuing a new Security in replacement thereof.

Every replacement Security is an additional obligation of the Issuers.

The provisions of this Section 2.08 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Securities.

SECTION 2.09 Outstanding Securities. Securities outstanding at any time are all Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, those paid pursuant to Section 2.08 and those described in this Section as not outstanding. Subject to Section 11.06, a Security does not cease to be outstanding because the Issuers or an Affiliate of the Issuers holds the Security.

If a Security is replaced pursuant to Section 2.08, it ceases to be outstanding unless the Trustee and the Issuers receive proof satisfactory to them that the replaced Security is held by a protected purchaser.

If a Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date or any date of purchase pursuant to an offer to purchase money sufficient to pay all principal and interest payable on that date with respect to the Securities (or portions thereof) to be redeemed, maturing or purchased, as the case may be, and no Paying Agent is prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture, then on and after that date such Securities (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.10 Temporary Securities. In the event that Definitive Securities are to be issued under the terms of this Indenture, until such Definitive Securities are ready for delivery, the Issuers may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of Definitive Securities but may have variations that the Issuers consider appropriate for temporary Securities. Without unreasonable delay, the

Issuers shall prepare and the Trustee shall authenticate Definitive Securities and make them available for delivery in exchange for temporary Securities upon surrender of such temporary Securities at the office or agency of the Issuers, without charge to the Holder. Until such exchange, temporary Securities shall be entitled to the same rights, benefits and privileges as Definitive Securities.

SECTION 2.11 Cancellation. The Issuers at any time may deliver Securities to the Trustee for cancellation. The Registrar and each Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee, or at the direction of the Trustee, the Registrar or the Paying Agent and no one else shall cancel all Securities surrendered for registration of transfer, exchange, payment or cancellation and shall dispose of cancelled Securities in accordance with its customary procedures (subject to the record retention requirement of the Exchange Act and the Trustee). The Issuers may not issue new Securities to replace Securities they have redeemed, paid or delivered to the Trustee for cancellation. The Trustee shall not authenticate Securities in place of cancelled Securities other than pursuant to the terms of this Indenture.

SECTION 2.12 Defaulted Interest. If the Issuers default in a payment of interest on the Securities, the Issuers shall pay the defaulted interest then borne by the Securities (plus interest on such defaulted interest to the extent lawful) in any lawful manner. The Issuers may pay the defaulted interest to the Persons who are Holders on a subsequent special record date. The Issuers shall fix or cause to be fixed any such special record date and payment and shall promptly send or cause to be sent to each affected Holder and the Trustee a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.13 CUSIP Numbers, ISINs, etc. The Issuers in issuing the Securities may use CUSIP numbers, ISINs and "Common Code" numbers (if then generally in use) and, if so, the Trustee shall use CUSIP numbers, ISINs and "Common Code" numbers in notices of redemption as a convenience to Holders; *provided*, *however*, that any such notice may state that no representation is made as to the correctness of such numbers, either as printed on the Securities or as contained in any notice of a redemption that reliance may be placed only on the other identification numbers printed on the Securities and that any such redemption shall not be affected by any defect in or omission of such numbers. The Issuers shall promptly advise the Trustee in writing of any change in the CUSIP numbers, ISINs and "Common Code" numbers.

SECTION 2.14 Calculation of Principal Amount of Securities. The aggregate principal amount of the Securities, at any date of determination, shall be the principal amount of the Securities outstanding at such date of determination. With respect to any matter requiring consent, waiver, approval or other action of the Holders of a specified percentage of the principal amount of all the Securities, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Securities, the Holders of which have so consented, by (b) the aggregate principal amount, as of such date of determination, of the Securities then outstanding, in each case, as determined in accordance with the preceding sentence, Section 2.09 and Section 11.06 of this Indenture. Any such calculation made pursuant to this Section 2.14 shall be made by the Issuers and delivered to the Trustee pursuant to an Officer's Certificate of the Issuers.

ARTICLE 3

REDEMPTION

SECTION 3.01 Redemption. The Securities may be redeemed, in whole, or from time to time in part, subject to the conditions and at the redemption prices set forth in Paragraph 5 of the Securities, which are hereby incorporated by reference and made a part of this Indenture, together with accrued and unpaid interest to, but excluding, the redemption date.

SECTION 3.02 Applicability of Article. Redemption of Securities at the election of the Issuers or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article.

SECTION 3.03 Notices to Trustee. If the Issuers elect to redeem Securities pursuant to the optional redemption provisions of Paragraph 5 of the Security, they shall notify the Trustee in writing of (i) the paragraph or subparagraph of such Security and the Section of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Securities to be redeemed and (iv) the redemption price. The Issuers shall give notice to the Trustee provided for in this Section 3.03 at least 30 days but not more than 60 days before a redemption date, unless (i) a shorter period is acceptable to the Trustee or (ii) the redemption is occurring pursuant to the Special Mandatory Redemption provision of Paragraph 5 of the Securities, in which case, notice shall be provided not less than five (5) Business Days prior to the redemption date, *provided*, notice may be given more than 60 days prior to a redemption date if the notice is issued in connection with Section 8.01. Such notice shall be accompanied by an Officer's Certificate from the Issuers to the effect that such redemption will comply with the conditions herein. Any such notice may be cancelled at any time by written notice to the Trustee prior to notice of such redemption being sent to any Holder and shall thereby be void and of no effect.

SECTION 3.04 Selection of Securities to Be Redeemed. In the case of any partial redemption, the Trustee shall select the Securities to be redeemed by lot and otherwise in accordance with the customary procedures of the relevant Depositary; *provided* that the required denominations are maintained and Securities of $2,000 or less shall not be redeemed in part. The Trustee shall make the selection from outstanding Securities not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $2,000. Securities and portions of them that the Trustee selects shall be in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Issuers as soon as practicable of the Securities or portions of Securities to be redeemed.

After the redemption date, upon surrender of the Security to be redeemed in part only, a new Security or Securities in principal amount equal to the unredeemed portion of the original Security representing the same Indebtedness to the extent not redeemed shall be issued in the name of the Holder of the Securities upon cancellation of the original Security (or appropriate book entries shall be made to reflect such partial redemption).

SECTION 3.05 Notice of Optional Redemption.

(a) At least 30 days but not more than 60 days before a redemption date pursuant to the optional redemption provisions of Paragraph 5 of the Security, the Issuers shall mail or cause to be mailed by first-class mail (or otherwise delivered in accordance with the procedures of DTC) a notice of redemption to each Holder whose Securities are to be redeemed (except that such notice of redemption may be mailed (or otherwise delivered in accordance with the procedures of DTC) (i) more than 60 days prior to a redemption date if the notice is issued in connection with Section 8.01 or (ii) at least five (5) Business Days prior to the redemption date if the redemption is occurring pursuant to the Special Mandatory Redemption provision set forth in Paragraph 5 of the Securities).

Any such notice shall identify the Securities to be redeemed and shall state:

(i) the redemption date;

(ii) the redemption price and the amount of accrued and unpaid interest to the redemption date; *provided* that in connection with a redemption under Paragraph 5(a) of the Security, the initial notice need not set forth the redemption price but only the manner of calculation thereof;

(iii) the paragraph or subparagraph of the Securities and/or Section of this Indenture pursuant to which the Securities called for redemption are being redeemed;

(iv) the name and address of the Paying Agent;

(v) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price, plus accrued interest;

(vi) if fewer than all the outstanding Securities are to be redeemed, the certificate numbers and principal amounts of the particular Securities to be redeemed, the aggregate principal amount of Securities to be redeemed and the aggregate principal amount of Securities to be outstanding after such partial redemption;

(vii) that, unless the Issuers default in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Securities (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(viii) the CUSIP number, ISIN and/or "Common Code" number, if any, printed on the Securities being redeemed; and

(ix) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN and/or "Common Code" number, if any, listed in such notice or printed on the Securities.

(b) At the Issuers' written request, the Trustee shall give the notice of redemption in the Issuers' names and at the Issuers' expense. In such event, the Issuers shall provide the Trustee with the information required by this Section at least 15 days (or such shorter period as shall be acceptable to the Trustee, which in the case of a redemption related to a Special Mandatory Redemption set forth in Paragraph 5 of the Securities, shall be at least one Business Day prior to the date the notice of redemption is required to be delivered to the Holders) prior to the date such notice is to be provided to Holders.

SECTION 3.06 Effect of Notice of Redemption. Once notice of redemption is mailed or sent in accordance with Section 3.05, Securities called for redemption become due and payable on the redemption date and at the redemption price stated in the notice, except as provided in Paragraph 5(d) of the "Optional Redemption" provisions of the Security. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price stated in the notice, plus accrued interest, to, but not including, the redemption date. The notice, if sent in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

SECTION 3.07 Deposit of Redemption Price. With respect to any Securities, one Business Day prior to the redemption date, the Issuers shall deposit with the Paying Agent (or, if any Issuer or a Wholly-Owned Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued interest on all Securities or portions thereof to be redeemed on that date other than Securities or portions of Securities called for redemption that have been delivered by the Issuers to the Trustee for cancellation. On and after the redemption date, interest shall cease to accrue on Securities or portions thereof called for redemption so long as the Issuers have deposited with the Paying Agent funds sufficient to pay the principal of, plus accrued and unpaid interest on, the Securities to be redeemed, unless the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture or applicable law.

SECTION 3.08 Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Issuers shall execute and the Trustee shall authenticate for the Holder (at the Issuers' expense) a new Security equal in principal amount to the unredeemed portion of the Security surrendered; *provided* that each new Security shall be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

ARTICLE 4

COVENANTS

SECTION 4.01 Payment of Securities. The Issuers shall promptly pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities and in this Indenture. An installment of principal or interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds as of 11:00 a.m., New York City time, money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Issuers shall pay interest on overdue principal at the rate specified therefor in the Securities, and it shall pay interest on overdue installments of interest at the same rate borne by the Securities to the extent lawful.

SECTION 4.02 Reports and Other Information.

(a) Whether or not the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Securities are outstanding, from and after the Effective Date the Company shall furnish to the Holders and the Trustee: (i)(x) all annual and quarterly financial statements that would be required to be contained in a filing with the SEC on Forms 10-K and 10-Q of the Company, if the Company were required to file such forms, plus a "*Management's Discussion and Analysis of Financial Condition and Results of Operations*"; (y) with respect to the annual and quarterly information, a presentation of Adjusted EBITDA of the Company (the foregoing financial information to be prepared on a basis substantially consistent with the presentation of non¬GAAP financial measures included in the Offering Circular); and (z) with respect to the annual financial statements only, a report on the annual financial statements by the Company's independent registered public accounting firm; it being understood that the Company shall not be required to include, except as otherwise provided in this Section 4.02(a), any other adjustment that would be required by any SEC rule, regulation or interpretation, including but not limited to any "push down" accounting adjustment; and (ii) all information that would be required to be contained in filings with the SEC on Form 8-K under Items 1.0 1, 1.02, 1.03, 2.01, 2.03, 2.04, 2.05, 2.06, 4.01, 4.02, 5.01 and 5.02(b) and (c)(1) (other than with respect to information otherwise required or contemplated by Item 402 of Regulation S-K) (but excluding, for the avoidance of doubt, financial statements and exhibits that would be required pursuant to Item 9.01 of Form 8-K other than financial statements and *pro forma* financial information required pursuant to clauses (a) and (b) of Item 9.01 of Form8-K (in each case relating to transactions required to be reported pursuant to Item 2.01 of Form 8-K) to the extent available (as determined by the Company in good faith, which determination shall be conclusive)) if the Company had been a reporting company under the Exchange Act; *provided*, *however*, that no such current report will be required to be furnished if the Company determines in its good faith judgment that such event is not material to Holders or the business, assets, operations, financial position or prospects of the Company and its Restricted Subsidiaries, taken as a whole, and the Company may omit from such disclosure any terms of such event if the Company determines in its good faith judgment that disclosure of such terms would otherwise cause material competitive harm to the business, assets, operations, financial position or prospects of the Company and its Restricted Subsidiaries, taken as a whole; *provided*, that such non-disclosure shall be limited only to those specific provisions that would cause material competitive harm and not the occurrence of the event itself; *provided*, *further*, that no such current report will be required to include a summary of the terms of any employment or compensatory arrangement agreement, plan or understanding between the Company (or any of its Subsidiaries) and any director, manager or executive officer of the Company (or any of its Subsidiaries).

(b) All such annual reports shall be furnished within 90 days after the end of the fiscal year to which they relate, and all such quarterly reports shall be furnished within 45 days after the end of the fiscal quarter to which they relate; *provided* that the annual report for the fiscal year ending December 31, 2014 shall be furnished within 135 days after the end of the

fiscal year to which it relates and the quarterly report for the first fiscal quarter ending after the Effective Date (commencing with the quarter ended March 31, 2015) shall be furnished within 75 days after the end of the fiscal quarter to which it relates. All such current reports shall be furnished within the time periods specified in the SEC's rules and regulations for reporting companies under the Exchange Act. The Company agrees to use its commercially reasonable efforts to obtain internal financial accounting data for the Eco Services business for the quarter ended September 30, 2014 from Solvay in whatever format Solvay is able to provide no later than 75 days after the end of such quarter. If, and only if, Solvay provides such information to the Company, such data shall be provided to the Holders.

(c) Notwithstanding the foregoing, (a) the Company will not be required to furnish any information, certificates or reports required by (i) Section 302, Section 404 or Section 906 of the Sarbanes-Oxley Act of 2002, or related Items 307 or 308 of Regulation S-K, (ii) Regulation G or Item 10(e) of RegulationS-K promulgated by the SEC with respect to any non-generally accepted accounting principles financial measures contained therein or (iii) Rule3-05, 3-09 and 3-10 of Regulation S-X, (b) such reports shall not be required to present compensation or beneficial ownership information and (c) such reports shall not be required to include any exhibits that would have been required to be filed pursuant to Item 601 of Regulation S-K (except this clause (c) shall not apply to any annual, quarterly or*pro forma* financial statements otherwise expressly required to be provided under this Section 4.02).

(d) The Company shall (x) deliver such information and such reports (as well as the details regarding the conference call described below) to any Holder and, upon request, to any beneficial owner of the Securities, in each case by posting such information on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgment, and will make such information readily available to any prospective investor in the Securities that certifies to the reasonable satisfaction of the Company that it is an eligible purchaser of the Securities, any securities analyst (to the extent providing analysis of investment in the Securities) or any market maker in the Securities, in each case (i) who agrees to treat such information as confidential or (ii) accesses such information on Intralinks or any comparable password protected online data system which will require a confidentiality acknowledgment; *provided* that the Company shall post such information thereon and make readily available any password or other login information to any such prospective investor in the Securities, any such securities analyst (to the extent providing analysis of investment in the Securities) or any such market maker in the Securities or (y) otherwise provide substantially comparable availability of such reports (as determined by the Company in good faith) (it being understood that, without limitation, making such reports available on Bloomberg or another private electronic information service shall constitute substantially comparable availability). The Company will hold a quarterly conference call for all Holders and securities analysts (to the extent providing analysis of investment in the Securities) to discuss such financial information promptly after distribution of such financial information.

(e) To the extent not satisfied by the foregoing, the Company will also furnish to Holders, securities analysts (to the extent providing analysis of investment in the Securities) and prospective investors in the Securities upon request the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act, so long as the Securities are not freely transferable under the Securities Act.

(f) If the Company has designated any of its Subsidiaries as an Unrestricted Subsidiary and if any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries, if taken together as one Subsidiary, would constitute a Significant Subsidiary of the Company, then the annual and quarterly information required by clause (i) of Section 4.02(a) shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of such Unrestricted Subsidiaries.

(g) Notwithstanding the foregoing, the financial statements, information and other documents required to be provided as described above, may be those of (i) Holdings or Intermediate Holdings or (ii) any other direct or indirect parent of the Company; *provided* that, if the financial information so furnished relates to such direct or indirect parent of the Company, the same is accompanied by consolidating information that summarizes in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Company on a standalone basis, on the other hand.

(h) The Company will be deemed to have furnished the reports referred to in Section 4.02(a) if the Company, Holdings or any direct or indirect parent has filed reports containing such information with the SEC.

(i) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on an Officer's Certificate of the Company with respect thereto). The Trustee will have no responsibility whatsoever to monitor whether such filing or posting has occurred or the timeliness of such filing or posting.

SECTION 4.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "*incur*" and collectively, an "*incurrence*") with respect to any Indebtedness (including Acquired Indebtedness) and the Company shall not issue any shares of Disqualified Stock and shall not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; *provided*, *however*, that the Company may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any of its Restricted Subsidiaries may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock and issue shares of Preferred Stock, if the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries' most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional

Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of the proceeds therefrom had occurred at the beginning of such four quarter period; *provided* that the amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be incurred or issued, as applicable, pursuant to the foregoing by Restricted Subsidiaries that are not Guarantors under this Section 4.03(a) shall not exceed, in the aggregate, the greater of (x) $50.0 million and (y) 5.0% of Consolidated Total Assets at any one time outstanding.

(b) Section 4.03(a) shall not apply to:

(i) Indebtedness incurred pursuant to Credit Facilities by the Company or any Restricted Subsidiary;*provided* that immediately after giving effect to any such incurrence, the aggregate principal amount of all Indebtedness incurred under this clause (i) and then outstanding does not exceed $680.0 million plus (ii) an additional amount of Secured Indebtedness if, after giving *pro forma* effect to the incurrence of such additional amount of Secured Indebtedness (calculated as if any additional amount were fully drawn on the effective date thereof and any additional amount incurred under this clause (i) being deemed Secured Indebtedness for purposes of making the determination hereunder) the Consolidated Secured Debt Ratio of the Company and its Restricted Subsidiaries is equal to or less than 4.75:1.00;

(ii) the incurrence by the Issuers and any Guarantor of Indebtedness represented by the Securities (including any Guarantee) (other than any Additional Securities);

(iii) Indebtedness of the Company and its Restricted Subsidiaries in existence, or pursuant to commitments existing, on the Effective Date (other than Indebtedness described in clauses (i) and (ii) of this Section 4.03(b));

(iv) (x) Indebtedness (including Capitalized Lease Obligations) incurred or Disqualified Stock issued by the Company or any Restricted Subsidiary and Preferred Stock issued by any Restricted Subsidiary, to finance the purchase, lease, replacement or improvement of property (real or personal) or equipment, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets and (y) any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to refund, refinance or replace any other Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (iv); *provided* that the aggregate amount of Indebtedness incurred and Disqualified Stock and Preferred Stock issued pursuant to clauses (x) and (y) of this clause (iv) does not exceed the greater of (A) $50.0 million and (B) 5.0% of Consolidated Total Assets at any one time outstanding;

(v) Indebtedness incurred by the Company or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit, bank guarantees or similar instruments supporting trade payables, bankers acceptances, warehouse receipts or similar facilities issued in the ordinary course of business, including, without limitation, letters of credit in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance, unemployment insurance (including premiums related thereto) or other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(vi) Indebtedness arising from agreements of the Company or its Restricted Subsidiaries providing for indemnification, adjustment of purchase price, earnouts or similar obligations, in each case, incurred or assumed in connection with an acquisition or disposition of any business, assets or a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Company or any Restricted Subsidiary pursuant to any such agreement;

(vii) Indebtedness of the Company to a Restricted Subsidiary; *provided* that any such Indebtedness owing to a Restricted Subsidiary that is not a Guarantor is expressly subordinated in right of payment to the Securities within 90 days of the incurrence of such Indebtedness; *provided further* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (vii);

(viii) Indebtedness of a Restricted Subsidiary to the Company or another Restricted Subsidiary; *provided* that if a Guarantor incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor, such Indebtedness is expressly subordinated in right of payment to the Guarantee of the Securities of such Guarantor within 90 days of the incurrence of such Indebtedness; *provided further* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (viii);

(ix) shares of Preferred Stock of a Restricted Subsidiary issued to the Company or another Restricted Subsidiary,*provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Company or another of its Restricted Subsidiaries) shall be deemed in each case to be an issuance of such shares of Preferred Stock not permitted by this clause (ix);

(x) (A) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes) for the purpose of limiting interest rate risk, exchange rate risk or commodity pricing risk; and (B) Indebtedness in respect of any Bank Products or Cash Management Services provided by any agent or lender party to a Senior Credit Facility or

any affiliate of such agent or lender (or any Person that was an agent or lender or an affiliate of an agent or lender at the time the applicable agreement pursuant to which such Bank Products or Cash Management Services are provided was entered into) in the ordinary course of business;

(xi) obligations (including reimbursement obligations with respect to guaranties, letters of credit, bank guarantees or other similar instruments) in respect of tenders, statutory obligations, leases, governmental contracts, trade contracts, stay, performance, bid, customs, appeal and surety bonds and performance and/or return of money bonds and completion guarantees or other obligations of a like nature provided by the Company or any of its Restricted Subsidiaries in the ordinary course of business or consistent with past practice or industry practices;

(xii) (a) Indebtedness or Disqualified Stock of the Company and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary equal to 100.0% of the net cash proceeds received by the Company since immediately after the Effective Date from the issue or sale of Equity Interests of the Company or cash contributed to the capital of the Company (in each case, other than proceeds of Disqualified Stock or sales of Equity Interests to the Company or any of its Subsidiaries) as determined in accordance with Sections 4.04(a)(3)(B) and (C) to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to Section 4.04(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof) and (b) Indebtedness or Disqualified Stock of the Company and Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference, which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and incurred or issued, as applicable, pursuant to this clause (xii)(b), does not at any one time outstanding exceed the greater of (x) $60.0 million and (y) 6.0% of Consolidated Total Assets (it being understood that any Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (xii) shall cease to be deemed incurred, issued or outstanding for purposes of this clause (xii) but shall be deemed incurred or issued for the purposes of Section 4.03(a) from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness or issued such Disqualified Stock or Preferred Stock under Section 4.03(a) without reliance on this clause (xii));

(xiii) the incurrence by the Company or any Restricted Subsidiary of Indebtedness or issuance of Disqualified Stock or the issuance by any Restricted Subsidiary of Preferred Stock which serves to extend, replace, refund, refinance, renew or defease any Indebtedness incurred (including any existing commitments unutilized thereunder) or Disqualified Stock or Preferred Stock issued as permitted under Section 4.03(a) and clauses (ii), (iii) and (xii)(a) above, this clause (xiii) and clause (xiv) below of this Section 4.03(b) or any Indebtedness incurred or Disqualified Stock or Preferred Stock issued to so extend, replace, refund, refinance or renew such Indebtedness, Disqualified Stock or Preferred Stock including additional Indebtedness incurred or

Disqualified Stock or Preferred Stock issued to pay accrued interest, premiums (including tender premiums), defeasance costs and fees and expenses (including original issue discount, upfront fees or similar fees) in connection therewith (the "*Refinancing Indebtedness*") prior to its respective maturity; *provided*, *however*, that such Refinancing Indebtedness:

(1) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred or issued which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being extended, replaced, refunded, refinanced, renewed or defeased (except by virtue of prepayment of such Indebtedness);

(2) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (x) Indebtedness subordinated to or pari passu with the Securities or any Guarantee thereof, such Refinancing Indebtedness is subordinated to or pari passu with the Securities or the Guarantee at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (y) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively; and

(3) shall not include (x) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Company, (y) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor, or (z) Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary;

and *provided*, *further*, that subclause (1) of this clause (xiii) will not apply to any extension, replacement, refunding, refinancing, renewal or defeasance of any Indebtedness outstanding under a Senior Credit Facility;

(xiv) (x) Indebtedness or Disqualified Stock of the Company or Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary incurred or issued to finance an acquisition, merger, consolidation or amalgamation or (y) Indebtedness, Disqualified Stock or Preferred Stock of Persons that are acquired by the Company or any Restricted Subsidiary or merged into or amalgamated or consolidated with or into the Company or a Restricted Subsidiary in accordance with the terms of this Indenture or that is assumed by the Company or any Restricted Subsidiary in connection with such acquisition, which with respect to this clause (y) is not incurred by such Persons in connection with, or in anticipation of, such acquisition, merger, amalgamation or consolidation; *provided* that, in the case of each of clauses (x) and (y), after giving effect to such acquisition, merger, amalgamation or consolidation, either:

(1) the Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a); or

(2) the Fixed Charge Coverage Ratio of the Company and its Restricted Subsidiaries is equal to or greater than immediately prior to such acquisition, merger, amalgamation or consolidation;

(xv) Indebtedness (1) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business and (2) Indebtedness in respect of any commercial credit cards, stored value cards, purchasing cards, treasury management, check drawing and automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items, interstate depository network services, Society for Worldwide Interbank Financial Telecommunication transfers, cash pooling and operational foreign exchange management), dealer incentive, supplier finance or similar programs, current account facilities, employee credit card programs, overdraft facilities, foreign exchange facilities, payment facilities and, in each case, similar arrangements and cash management arrangements entered into in the ordinary course of business;

(xvi) Indebtedness of the Company or any of its Restricted Subsidiaries supported by a letter of credit or bank guarantee issued pursuant to a Senior Credit Facility, in a principal amount not in excess of the stated amount of such letter of credit or bank guarantee;

(xvii) (1) any guarantee by the Company or a Restricted Subsidiary of Indebtedness or other obligations of any Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by such Restricted Subsidiary is permitted under the terms of this Indenture or (2) any guarantee by a Restricted Subsidiary of Indebtedness of the Company; *provided* that such guarantee is incurred in accordance with Section 4.11;

(xviii) Indebtedness of non-Guarantor Subsidiaries of the Company incurred not to exceed, together with any other Indebtedness incurred under this clause (xviii) at any one time outstanding, the greater of (x) $40.0 million and (y) 4.0% of Consolidated Total Assets (it being understood that any Indebtedness incurred pursuant to this clause (xviii) shall cease to be deemed incurred or outstanding for purposes of this clause (xviii) but shall be deemed incurred for the purposes of Section 4.03(a) from and after the first date on which the applicable non-Guarantor Subsidiary could have incurred such Indebtedness under Section 4.03(a) without reliance on this clause (xviii);

(xix) Indebtedness of the Company or any of its Restricted Subsidiaries consisting of (1) the financing of insurance premiums,(2) take-or-pay obligations contained in supply arrangements, in each case incurred in the ordinary course of business and/or (3) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(xx) Indebtedness consisting of Indebtedness issued by the Company or any of its Restricted Subsidiaries to any stockholders of any direct or indirect parent company or any future, present or former employee, officer, director, member of management, consultant or independent contractor (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing), or any direct or indirect parent thereof, in each case to finance the purchase or redemption of Equity Interests of the Company, a Restricted Subsidiary or any of their direct or indirect parent companies to the extent described in Section 4.04(b)(iv);

(xxi) (1) Indebtedness incurred by a Receivables Subsidiary in a Receivables Facility that is not recourse to the Company or any Restricted Subsidiary other than the Receivables Subsidiary (except for Securitization Undertakings) and (2) to the extent constituting Indebtedness, obligations of the Company or a Restricted Subsidiary as seller or servicer under a Receivables Facility and any guarantee by the Company of such Indebtedness;

(xxii) Indebtedness of the Company or any Restricted Subsidiary as an account party in respect of trade letters of credit issued in the ordinary course of business;

(xxiii) Indebtedness consisting of obligations owing under dealer incentive, supply, license or similar agreements entered into in the ordinary course of business;

(xxiv) Indebtedness representing deferred compensation to directors, officers, employees, members of management, managers or consultants of the Company or any of its Restricted Subsidiaries or any direct or indirect parent company incurred in the ordinary course of business and deferred compensation or other similar arrangements in connection with the Transactions or in connection with any Investments or any Restricted Payments permitted pursuant to Section 4.04;

(xxv) Indebtedness in an aggregate principal or face amount at any time outstanding not to exceed $10.0 million in respect of letters of credit, bank guaranties, surety bonds, performance bonds and similar instruments issued for general corporate purposes and denominated in currencies other than dollars, euros or pounds sterling; and

(xxvi) Indebtedness arising in respect of Sale and Lease-Back Transactions not to exceed $30.0 million.

For purposes of determining compliance with this Section 4.03, in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or Preferred Stock described in clauses (i) through (xxvi) above or is entitled to be incurred pursuant to Section 4.03(a), then the Company shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) in any manner that complies with this Section 4.03; *provided* that all Indebtedness outstanding under the Senior Credit Facilities on the Effective Date shall be treated as incurred on the Effective Date under Section 4.03(b)(i).

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, of the same class, accretion or amortization of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock or Preferred Stock for purposes of this Section 4.03. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.03.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness (plus premium (including tender premiums), fees, defeasance costs, accrued interest and expenses including original issue discount, upfront fees or similar fees) does not exceed the principal amount of such Indebtedness being refinanced.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing. The Company shall not, and shall not permit any Subsidiary Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is contractually subordinated or junior in right of payment to any Indebtedness of the Company or such Subsidiary Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Securities or such Subsidiary Guarantor's Guarantee within 90 days of the incurrence of such Indebtedness to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Company or such Subsidiary Guarantor, as the case may be.

For purposes of this Indenture, Indebtedness that is unsecured shall not be deemed to be subordinated or junior to Secured Indebtedness merely because it is unsecured, and senior indebtedness shall not be deemed to be subordinated or junior to any other senior indebtedness merely because it has a junior priority with respect to the same collateral.

SECTION 4.04 Limitation on Restricted Payments.

(a) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or any distribution on account of the Company's, or any of its Restricted Subsidiaries' Equity Interests (in each case, solely in such Person's capacity as holder of such Equity Interests), including any dividend or distribution payable in connection with any merger or consolidation other than (A) dividends or distributions by the Company payable solely in Equity Interests (other than Disqualified Stock) of the Company; or (B) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Company or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(ii) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Company or any direct or indirect parent of the Company, including in connection with any merger or consolidation, in each case held by Persons other than the Company or a Restricted Subsidiary;

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness of the Company or a Guarantor, other than (A) Indebtedness permitted under clauses (vii) and (viii) of Section 4.03(b); or (B) the payment, redemption, repurchase, defeasance, acquisition or retirement for value of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase, defeasance, acquisition or retirement; or

(iv) make any Restricted Investment; (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "*Restricted Payments*"), unless, at the time of such Restricted Payment:

(1) no Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) immediately after giving effect to such transaction on a*pro forma* basis, the Company could incur $1.00 of additional Indebtedness under Section 4.03(a); and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Effective Date (including Restricted Payments permitted by clauses (i), (vi)(c), (ix) and (xiv) of Section 4.04(b) but excluding all other Restricted Payments permitted by Section 4.04(b) hereof), is less than the sum of (without duplication):

(A) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) beginning on the first day of the first fiscal quarter of the Company commencing after the Effective Date occurs to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; *plus*

(B) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by the Company since the Effective Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.03(b)(xii)(a) from the issue or sale of: (i) (A) Equity Interests of the Company, including Treasury Capital Stock (as defined below), but excluding cash proceeds and the fair market value, as determined in good faith by the Company, of marketable securities or other property received from the sale of: (x) Equity Interests to any future, present or former employee, officer, director, member of management or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any direct or indirect parent company of the Company and the Company's Subsidiaries since the Effective Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (iv) of Section 4.04(b) hereof; and (y) Designated Preferred Stock; and (B) to the extent such net cash proceeds or other property are actually contributed to the Company, Equity Interests of the Company's direct or indirect parent companies (excluding contributions of the proceeds from the sale of Designated Preferred Stock of such companies or contributions to the extent such amounts have been applied to Restricted Payments made in accordance with clause (iv) of Section 4.04(b) hereof); or (ii) debt of the Company or any Restricted Subsidiary that has been converted into or exchanged for Equity Interests of the Company or its direct or indirect parent companies; *provided*, *however*, that this clause (B) shall not include the proceeds from (W) Refunding Capital Stock (as defined below), (X) Equity Interests or convertible debt securities of the Company sold to a Restricted Subsidiary, (Y) Disqualified Stock or debt securities that have been converted into Disqualified Stock or (Z) Excluded Contributions; *plus*

(C) 100% of the aggregate amount of cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property contributed to the capital of the Company following the Effective Date other than (X) net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness or issue Disqualified Stock or Preferred Stock pursuant to Section 4.03(b)(xii)(a), (Y) by a Restricted Subsidiary and (Z) from any Excluded Contributions; *plus*

(D) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by means of:

(I) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of Restricted Investments made by the Company or its Restricted Subsidiaries, repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries, repayments of loans or advances, releases of guarantees, which constitute Restricted Investments by the Company or its Restricted Subsidiaries, return of capital, income, profits and other amounts realized as a return or Investment from any Restricted Investment by the Company or its Restricted Subsidiaries, in each case since the Effective Date (other than in each case to the extent the Restricted Investment was made pursuant to clause (vii) of Section 4.04(b)); or

(II) the sale or other distribution (other than to the Company or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than in each case to the extent the Investment in such Unrestricted Subsidiary was made by the Company or a Restricted Subsidiary pursuant to clause (vii) of Section 4.04(b) hereof or to the extent such Investment constituted a Permitted Investment) or a dividend or distribution from an Unrestricted Subsidiary since the Effective Date; *plus*

(E) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary after the Effective Date, the fair market value of the Investment of the Company or the Restricted Subsidiary in such Unrestricted Subsidiary (or the assets transferred), as determined by the Company in good faith or, if such fair market value may exceed $20.0 million, by the board of directors (or similar governing body) of the Company, a copy of the resolution of which with respect thereto will be delivered to the Trustee at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger, amalgamation, consolidation or transfer of assets other than to the extent the Investment in such Unrestricted Subsidiary was made by the Company or a Restricted Subsidiary pursuant to clause (vii) of Section 4.04(b) hereof or to the extent such Investment constituted a Permitted Investment; *plus*

(F) $30.0 million.

(b) Section 4.04(a) shall not prohibit:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or other distribution or giving of the redemption notice, as the case may be, if at the date of declaration or distribution such dividend, distribution or redemption payment would have complied with the provisions of this Indenture (assuming, in the case of a redemption payment, the giving of the notice would have been deemed a Restricted Payment at such time and such deemed Restricted Payment would have been permitted at such time);

(ii) (A) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("*Treasury Capital Stock*") or Subordinated Indebtedness of the Company, any direct or indirect parent of the Company or any Restricted Subsidiary in exchange for, or out of the proceeds of, the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of, Equity Interests of the Company or any direct or indirect parent company of the Company to the extent any such proceeds are contributed to the Company (in each case, other than any Disqualified Stock) ("*Refunding Capital Stock*");

(B) the declaration and payment of dividends on Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance (other than to a Restricted Subsidiary) of any Refunding Capital Stock; and

(C) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under clause (vi) of this Section 4.04(b), the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent company of the Issuers) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(iii) the principal payment on, redemption, repurchase, defeasance, exchange or other acquisition or retirement of (x) Subordinated Indebtedness of an Issuer or a Guarantor made by exchange for, or out of the proceeds of, the substantially concurrent sale of, new Indebtedness of an Issuer or a Guarantor, as the case may be, or (y) Disqualified Stock of the Company or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Disqualified Stock of the Company or a Guarantor, that, in each case, is incurred in compliance with Section 4.03 so long as:

(A) the principal amount (or accreted value, if applicable) of such new Indebtedness or the liquidation preference of such new Disqualified Stock does not exceed the principal amount of (or accreted value, if applicable), *plus* any accrued and unpaid interest on, the Subordinated Indebtedness or the liquidation preference of, *plus* any accrued and unpaid dividends on, the Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired for value, *plus* the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired, any tender premiums, plus any defeasance costs, accrued interest and any fees and expenses (including original issue discount, upfront or similar fees) incurred in connection therewith;

(B) such new Indebtedness is subordinated to the Securities or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired for value;

(C) such new Indebtedness or Disqualified Stock has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired; and

(D) such new Indebtedness or Disqualified Stock has a Weighted Average Life to Maturity at the time incurred equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness or Disqualified Stock being so repaid, repurchased, redeemed, defeased, exchanged, acquired or retired;

(iv) a Restricted Payment to pay for the repurchase, redemption, retirement or other acquisition or retirement for value of Equity Interests (other than Disqualified Stock) of the Company or any of its direct or indirect parent companies held by any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its Subsidiaries or any of its direct or indirect parent companies, pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement including any Equity Interests rolled over by current or former management of the Company, any of its Subsidiaries or any of its direct or indirect parent companies in connection with the Transactions (and including, for the avoidance of doubt, any principal and interest payable on any notes issued by the Company or any direct or indirect parent company in connection with any such repurchase, retirement or other acquisition and any tax related thereto); *provided*, *however*, that the aggregate Restricted Payments made under this clause (iv) do not exceed $10.0 million in any calendar year (which shall increase to $20.0 million subsequent to the consummation of an underwritten public Equity Offering by the Company or any direct or indirect parent company of the Company) with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of $20.0 million in any calendar year; *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(A) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Company and, to the extent contributed to the Company, Equity Interests of any of the Company's direct or indirect parent companies, in each case to any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its Subsidiaries or any of its direct or indirect parent companies after the Effective Date, to the extent the

cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (3) of Section 4.04(a) hereof; *plus*, in respect of any sale of Equity Interests in connection with an exercise of stock options, an amount equal to the amount required to be withheld by the Company or any of its direct or indirect parent companies in connection with such exercise under applicable law to the extent such amount is repaid to the Company or its direct or indirect parent company, as applicable, constituted a Restricted Payment and has not otherwise been applied to the payment of Restricted Payments by virtue of clause (3) of Section 4.04(a) hereof; *plus*

(B) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries or any of its direct or indirect parent companies after the Effective Date; *plus*

(C) the amount of any cash bonuses otherwise payable to employees, officers, directors, members of management, managers or consultants of the Company, any of its Subsidiaries or any of its direct or indirect companies that are foregone in return for receipt of Equity Interests; *less*

(D) the amount of any Restricted Payments previously made with the cash proceeds described in clauses (A), (B) and (C) of this clause (iv);

and *provided further* that cancellation of Indebtedness owing to the Company or any of its Restricted Subsidiaries from any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of the Company's direct or indirect parent companies or any of the Company's Restricted Subsidiaries in connection with a repurchase of Equity Interests of the Company or any of its direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this Section 4.04 or any other provision of this Indenture;

(v) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Company or any of its Restricted Subsidiaries or any class or series of Preferred Stock of any Restricted Subsidiary issued or incurred in accordance with Section 4.03 hereof to the extent such dividends are included in the definition of "Fixed Charges";

(vi) (a) the declaration and payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by the Company or any of its Restricted Subsidiaries after the Effective Date; (b) the declaration and payment of dividends or distributions to a direct or indirect parent company of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of such parent company issued after the Effective Date, *provided* that the amount of dividends paid pursuant to this clause (b) shall not exceed the aggregate amount of cash

actually contributed to the Company from the sale of such Designated Preferred Stock; or (c) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to clause (ii) of this Section 4.04(b); *provided*, *however*, in the case of each of (a), (b) and (c) of this clause (vi), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock or the declaration of such dividends on Refunding Capital Stock that is Preferred Stock, after giving effect to such issuance or declaration on a *pro forma* basis, the Company and its Restricted Subsidiaries on a consolidated basis would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

(vii) Investments in Unrestricted Subsidiaries having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (vii) that are at the time outstanding, without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of, or have not been subsequently sold or transferred for, cash or marketable securities, not to exceed the sum of (a) $20.0 million (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) and (b) any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment; *provided*, *however*, that if any Investment pursuant to this clause (vii) is made in any Person that is not an Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes an Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) of the definition of "*Permitted Investments*" and shall cease to have been made pursuant to this clause (vii) for so long as such Person continues to be an Issuer or a Restricted Subsidiary;

(viii) redemptions, repurchases, retirements or other acquisitions of Equity Interests deemed to occur (a) upon exercise of stock options or warrants or other securities convertible into or exchangeable for Equity Interests if such Equity Interests represent all or a portion of the exercise price of such options or warrants or other securities convertible into or exchangeable for Equity Interests and (b) in connection with the withholding portion of the Equity Interests granted or awarded to any future, present or former employee, officer, director, member of management, manager or consultant (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company or any of its Subsidiaries to pay for the taxes payable by such Persons upon such grant or award;

(ix) declaration and payment of dividends on the Company's common stock (or the payment of dividends to any direct or indirect parent entity to fund a payment of dividends on such entity's common stock), following the first public offering of the Company's common stock or the common stock of any of its direct or indirect parent companies after the Effective Date, of up to 6% per annum of the net cash proceeds received by or contributed to the Company in or from any public offering, other than public offerings with respect to the Company's common stock registered on Form S-8 and other than any public sale constituting an Excluded Contribution;

(x) Restricted Payments in an amount that does not exceed the amount of Excluded Contributions made since the Effective Date;

(xi) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (xi) that are at the time outstanding not to exceed the greater of (x) $40.0 million and (y) 4.0% of Consolidated Total Assets;

(xii) distributions or payments of Receivables Fees;

(xiii) any Restricted Payment used to fund the Transactions (including, after the Effective Date, to satisfy any payment obligations owing under the Transaction Agreement) and the fees and expenses related thereto, including, for the avoidance of doubt, the payment or reimbursement of fees and expenses relating to the Escrow Letter of Credit, or owed to Affiliates (including dividends to any direct or indirect parent company to permit payment by such parent of such amount), in each case with respect to any Restricted Payment to or owed to an Affiliate, to the extent permitted by Section 4.07;

(xiv) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those described under Sections 4.06 and 4.08; *provided* that all Securities tendered by Holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(xv) the declaration and payment of dividends or distributions by the Company or a Restricted Subsidiary to, or the making of loans or advances to, any of their respective direct or indirect parent companies in amounts required for any direct or indirect parent companies to pay, in each case without duplication,

(A) franchise and similar taxes and other fees and expenses required to maintain the corporate existence of or the qualification to do business of the Company, its Subsidiaries or any direct or indirect parent thereof;

(B) customary wages, salary, bonus, severance and other benefits payable to, and indemnitees provided on behalf of current or former officers, directors, employees, members of management, consultants and/or independent contractors of any direct or indirect parent company of the Company and any payroll, social security or similar taxes thereof to the extent such wages, salaries, bonuses, severance, indemnification, obligations and other benefits are attributable to the ownership or operation of the Company and its Restricted Subsidiaries;

(C) interest and/or principal on Indebtedness the proceeds of which have been contributed to the Company or any Restricted Subsidiary and that has been guaranteed by, or is otherwise, considered Indebtedness of, the Company incurred in accordance with Section 4.03;

(D) general corporate operating, legal and overhead costs and expenses of any direct or indirect parent company of the Company to the extent such costs and expenses are attributable to the ownership or operation of the Company and its Restricted Subsidiaries;

(E) audit and other accounting and reporting expenses at such direct or indirect parent company to the extent relating to the ownership or operations of the Company and/or its Restricted Subsidiaries;

(F) (i) fees and expenses other than to Affiliates of the Company related to any equity or debt offering of such parent company (whether or not successful) and (ii) Public Company Costs;

(G) (i) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Company or any direct or indirect parent and (ii) consisting of payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers or consultants of the Company, any Restricted Subsidiary or any direct or indirect parent company or any of their respective immediate family members;

(H) payments permitted under clause (iii), (iv), (vii), (x) or (xix) of Section 4.07(b); and

(I) payments to finance any Investment permitted to be made pursuant to this Section 4.04;*provided* that (i) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (ii) such parent shall, promptly following the closing thereof, cause (A) all property acquired (whether assets or Equity Interests) to be contributed to the Company or a Restricted Subsidiary or (B) the merger, consolidation or amalgamation (to the extent permitted pursuant to Section 5.01) of the Person formed or acquired into the Company or a Restricted Subsidiary in order to consummate such acquisition or Investment in a manner that causes such Investment to be a Permitted Investment, (iii) such direct or indirect parent company and its Affiliates (other than the Company or a Restricted Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Company or a Restricted Subsidiary could have given such consideration or made such payment in compliance with this Indenture, (iv) any property received by the Company shall not increase amounts available for Restricted Payments pursuant to clause (3) of Section 4.04(a) hereof and (v) such Investment shall be deemed to be made by the Company or such Restricted Subsidiary pursuant to another provision of this Section 4.04 (other than pursuant to clause (x) of this Section 4.04(b)) or pursuant to the definition of “Permitted Investments”;

(xvi) the distribution, by dividend or otherwise, or other transfer or disposition of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries (other than Unrestricted Subsidiaries, the primary assets of which are Cash Equivalents) or the proceeds thereof;

(xvii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Company, any of its Restricted Subsidiaries or any direct or indirect parent company of the Company;

(xviii) any Restricted Payment if immediately after giving*pro forma* effect thereto and the incurrence of any Indebtedness the net proceeds of which are used to finance such Restricted Payment, the Consolidated Total Leverage Ratio of the Company and its Restricted Subsidiaries would not have exceeded 4.75:1.00; and

(xix) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, that complies with Section 5.01;

provided, *however*, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (xi), (xvi) and (xviii) of Section 4.04(b) hereof, no Default shall have occurred and be continuing or would occur as a consequence thereof. In determining whether any Restricted Payment is permitted by this Section 4.04, the Company and its Restricted Subsidiaries may allocate all or any portion of such Restricted Payment among the categories described in clauses (i) through (xix) of Section 4.04(b) or among such categories and the types of Restricted Payments described in Section 4.04(a) (including categorization in whole or in part as a Permitted Investment); *provided* that, at the time of such allocation, all such Restricted Payments, or allocated portions thereof, would be permitted under the various provisions of this Section 4.04 and *provided*, *further* that the Company and its Restricted Subsidiaries may reclassify all or a portion of such Restricted Payment or Permitted Investment in any manner that complies with this Section 4.04 (based on circumstances existing at the time of such reclassification), and following such reclassification such Restricted Payment or Permitted Investment shall be treated as having been made pursuant to only the clause or clauses of this Section 4.04 to which such Restricted Payment or Permitted Investment has been reclassified. The Company shall not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the second to last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated shall be deemed to be Investments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation shall only be permitted if a Restricted Payment or Permitted Investment in such amount would be permitted at such time, whether pursuant to Section 4.04(a) or clause (vii), (x), (xi) or (xviii) of Section 4.04(b) or pursuant to the definition of "Permitted Investment" and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries shall not be subject to any of the restrictive covenants set forth in this Indenture.

SECTION 4.05 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company shall not, and shall not permit any of its Restricted Subsidiaries, directly or indirectly, to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(a) (i) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits; or (ii) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(b) make loans or advances to the Company or any Guarantor; or

(c) sell, lease or transfer any of its properties or assets to the Company or any Guarantor, except, in each case, for such encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions in effect on the Effective Date, including pursuant to the Senior Credit Facilities and the related documentation;

(2) this Indenture, the Securities and the related Guarantees;

(3) purchase money obligations for property acquired and Capitalized Lease Obligations in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property or assets so acquired;

(4) applicable law or any applicable rule, regulation or order or the terms of any license, authorization, concession or permit provided by any Governmental Authority;

(5) any agreement or other instrument of a Person acquired (or assumed in connection with the acquisition of property) by the Company or any of its Restricted Subsidiaries in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person so acquired and its Subsidiaries, or the property or assets of the Person so acquired and its Subsidiaries;

(6) contracts or agreements for the sale of assets, including any restrictions with respect to a Subsidiary of the Company pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;

(7) Secured Indebtedness otherwise permitted to be incurred pursuant to Sections 4.03 and 4.12 that apply solely to the assets securing such Indebtedness and/or the Restricted Subsidiaries incurring or guaranteeing such Indebtedness;

(8) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(9) other Indebtedness, Disqualified Stock or Preferred Stock of non-Guarantor Subsidiaries of the Company permitted to be incurred or issued subsequent to the Effective Date pursuant to the provisions of Section 4.03;

(10) customary provisions in any partnership agreement, limited liability company organizational governance document, joint venture agreement and other similar agreement entered into in the ordinary course of business;

(11) customary provisions contained in leases, subleases, licenses or sublicenses, Equity Interests or asset sale agreements and other similar agreements, in each case, entered into in the ordinary course of business;

(12) any other agreement governing Indebtedness entered into after the Effective Date if (a) such encumbrances and other restrictions are, in the good faith judgment of the Company, no more restrictive in any material respect taken as a whole with respect to the Company or any Restricted Subsidiary than (i) the restrictions contained in this Indenture as of the Effective Date or (ii) those encumbrances and other restrictions that are in effect on the Effective Date with respect to that Restricted Subsidiary or the Company, as applicable pursuant to agreements in effect on the Effective Date, or (b) any such encumbrance or restriction contained in such Indebtedness does not prohibit (except upon a default or an event of default thereunder) the payment of dividends in an amount sufficient, as determined by the board of directors (or similar governing body) of the Company in good faith, to make scheduled payments of cash interest on the Securities when due;

(13) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(14) other Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary that is a Guarantor, *provided* that such Indebtedness, Disqualified Stock or Preferred Stock is permitted to be incurred subsequent to the Effective Date under Section 4.03 and either (A) the provisions relating to such encumbrance or restriction contained in such Indebtedness are no less favorable to the Company, taken as a whole, as determined by the Company in good faith, than the provisions contained in the Senior Credit Facilities as in effect on the Effective Date or (B) any such encumbrance or restriction contained in such Indebtedness does not prohibit (except upon a default or an event of default thereunder) the payment of dividends in an amount sufficient, as determined by the Company in good faith, to make scheduled payments of cash interest on the Securities when due;

(15) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 4.06 pending the consummation of such sale, transfer, lease or other disposition;

(16) customary restrictions and conditions contained in the document relating to any Lien so long as (i) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien and (ii) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 4.05;

(17) restrictions created in connection with any Receivables Facility that in the good faith determination of the Company are necessary or advisable to effect such Receivables Facility;

(18) customary net worth or similar provisions contained in real property leases entered into by the Company or any Subsidiary so long as the Company or such Subsidiary has determined in good faith that such net worth or similar provisions could not reasonably be expected to impair the ability of the Company or such Subsidiary to meet its ongoing obligations; and

(19) any encumbrances or restrictions of the type referred to in Sections 4.05(a), (b) and (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (18) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, no more restrictive in any material respect with respect to such encumbrances and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 4.05, (1) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (2) the subordination of loans or advances made to the Company or a Restricted Subsidiary to other Indebtedness incurred by the Company or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

SECTION 4.06 Asset Sales.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale, unless:

(i) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value as determined in good faith by the Company (such fair market value to be determined on the date of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(ii) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents; *provided* that the amount of:

(a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Company's or such Restricted Subsidiary's balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet, as determined in good faith by the Company) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Securities or the Guarantees, that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in connection with the transaction with such transferee and for which the Company and all of its Restricted Subsidiaries have been validly released by all creditors in writing,

(b) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into Cash Equivalents, or by their terms are required to be satisfied for Cash Equivalents (to the extent of the Cash Equivalents received) within 180 days following the closing of such Asset Sale, and

(c) any Designated Non-cash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of (x) $30.0 million and (y) 3.0% of Consolidated Total Assets at the time of the receipt of such Designated Non-cash Consideration, with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall be deemed to be Cash Equivalents for purposes of this Section 4.06(a) and for no other purpose.

(b) Within 365 days after the receipt of any Net Proceeds of any Asset Sale, the Company or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale,

(i) to repay (a) Obligations under the Senior Credit Facilities and if the Indebtedness repaid is revolving credit indebtedness, to correspondingly reduce commitments with respect thereto; (b) Obligations under Indebtedness (other than Subordinated Indebtedness) that is secured by a Lien, which Lien is permitted by this Indenture, and if the Indebtedness repaid is revolving credit indebtedness, to correspondingly reduce commitments with respect thereto; (c) Obligations under other Indebtedness (other than Subordinated Indebtedness) (and if the Indebtedness repaid is

revolving credit indebtedness, to correspondingly reduce commitments with respect thereto), *provided* that the Issuers shall equally and ratably reduce Obligations under the Securities as provided under paragraph 5 of the Security through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all Holders to purchase their Securities at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Securities that would otherwise be prepaid; or (d) Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to an Issuer or another Restricted Subsidiary;

(ii) to make (a) an Investment in any one or more businesses,*provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other properties or assets, in the case of each of (a), (b) and (c), used or useful in a Similar Business; or

(iii) to make an Investment in (a) any one or more businesses,*provided* that such Investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any of its Restricted Subsidiaries, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) properties or (c) other assets that, in the case of each of (a), (b) and (c), replace the businesses, properties and/or other assets that are the subject of such Asset Sale;

provided that, in the case of clauses (ii) and (iii) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Company or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, the Company or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination (or, if later, 365 days after the receipt of such Net Proceeds); *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied, then such Net Proceeds shall constitute Excess Proceeds (as defined below).

Any Net Proceeds from any Asset Sale that are not invested or applied as provided and within the time period set forth in this Section 4.06(b) (it being understood that any portion of such Net Proceeds used to make an offer to purchase Securities, as described in clause (i) of this Section 4.06(b), shall be deemed to have been invested whether or not such offer is accepted) will be deemed to constitute "*Excess Proceeds.*" When the aggregate amount of Excess Proceeds exceeds $25.0 million, the Issuers shall make an offer to all Holders and, at the option of the Issuers, to any holders of any Indebtedness that is pari passu with the Securities ("*Pari Passu Indebtedness*") (an "*Asset Sale Offer*"), to purchase the maximum aggregate principal amount of the Securities and such Pari Passu Indebtedness that is at least $2,000 and an integral

multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, or 100% of the accreted value thereof, if less, plus accrued and unpaid interest, if any, (or, in respect of such Pari Passu Indebtedness, such lesser price, if any, as may be provided for by the terms of such Pari Passu Indebtedness) to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in this Indenture. The Issuers will commence an Asset Sale Offer with respect to Excess Proceeds within thirty Business Days after the date that Excess Proceeds exceed $25.0 million by sending the notice required pursuant to the terms of this Indenture, with a copy to the Trustee, or otherwise in accordance with the procedures of DTC.

To the extent that the aggregate amount of Securities and such Pari Passu Indebtedness tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to compliance with other covenants contained in this Indenture. If the aggregate principal amount of Securities and the Pari Passu Indebtedness surrendered in an Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Securities to be purchased in the manner described in Section 3.04. Selection of such Pari Passu Indebtedness will be made pursuant to the terms of such Pari Passu Indebtedness. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset to zero (regardless of whether there are any remaining Excess Proceeds upon such completion).

Pending the final application of any Net Proceeds pursuant to this Section 4.06, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Securities pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations described in this Indenture by virtue thereof.

SECTION 4.07 Transactions with Affiliates.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each of the foregoing, an "*Affiliate Transaction*") involving aggregate payments or consideration in excess of $10.0 million, unless:

(i) such Affiliate Transaction is on terms that are not materially less favorable to the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm's-length basis; and

(ii) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $25.0 million, a resolution adopted by the majority of the board of directors (or similar governing body) of the Company approving such Affiliate Transaction and set forth in an Officer's Certificate of the Company certifying that such Affiliate Transaction complies with clause (i) above.

(b) Section 4.07(a) shall not apply to the following:

(i) transactions between or among the Company or any of its Restricted Subsidiaries, or an entity that becomes a Restricted Subsidiary as a result of such transaction, and any merger, consolidation or amalgamation of the Company and any direct or indirect parent of the Company; *provided* that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and Capital Stock of the Company (or a parent company thereof) and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Indenture and effected for a bona fide business purpose;

(ii) Restricted Payments permitted by Section 4.04 and Investments constituting Permitted Investments;

(iii) (A) the payment of management, consulting, monitoring, transaction, oversight, advisory, termination and similar fees and related indemnities and expenses pursuant to the Sponsor Management Agreement as in effect on the Effective Date, and any transaction, agreement or arrangement described in the Offering Circular and, in each case, any amendment thereto or replacement thereof so long as any such amendment or replacement is not disadvantageous in any material respect, in the good faith judgment of the Company, to the Holders of the Securities when taken as a whole as compared to the Sponsor Management Agreement in effect on the Effective Date (it being understood that any amendment thereto or replacement thereof to increase any fees or other compensation payable or implement new fees or compensation payable pursuant to such Sponsor Management Agreement would be deemed to be materially disadvantageous to the Holders) and (B) the payment of all indemnities and expenses owed to any Investors and each of their respective directors, officers, members of management, managers, employees and consultants, in each case of clauses (A) and (B) whether currently due or paid in respect of accruals from prior periods;

(iv) the payment of customary fees, reasonable out-of-pocket costs to and reimbursement of expenses and compensation paid to, and indemnities provided on behalf of or for the benefit of, future, present or former employees, officers, members of the board of directors (or similar governing body), members of management, managers, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its direct or indirect parent companies or any of its subsidiaries;

(v) transactions in which the Company or any of its Restricted Subsidiaries, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable to the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm's-length basis;

(vi) any agreement as in effect as of the Effective Date, or any amendment, modification or extension thereof (so long as any such amendment is not disadvantageous in any material respect to the Holders when taken as a whole as compared to the applicable agreement as in effect on the Effective Date as determined in good faith by the Company) or any transaction contemplated thereby;

(vii) the existence of, or the performance by the Company, any of its Restricted Subsidiaries or any direct or indirect parent of the Company of its obligations under the terms of, any stockholders or principal investors agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Effective Date and any transaction, agreement or arrangement described in the Offering Circular and, in each case, any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Company or any of its Restricted Subsidiaries of obligations under, any future amendment to any such existing transaction, agreement or arrangement or any similar transaction, agreement or arrangement entered into after the Effective Date shall only be permitted by this clause (vii) to the extent that the terms of any such existing transaction, agreement or arrangement together with all amendments thereto, taken as a whole, or new transaction, agreement or arrangement are not otherwise disadvantageous in any material respect to the Holders when taken as a whole as compared to the original agreement in effect on the Effective Date as determined in good faith by the Company;

(viii) (A) transactions with customers, clients, suppliers, joint ventures, contractors, or purchasers or sellers of goods or services or providers of employees or other labor, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture which are fair to the Company and its Restricted Subsidiaries, in the good faith determination of the board of directors (or similar governing body) of the Company or the senior management thereof, or are on terms at least as favorable as would reasonably have been obtained at such time from an unaffiliated party on an arm's-length basis or (B) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business and consistent with past practice;

(ix) the issuance of Equity Interests (other than Disqualified Stock or Preferred Stock) of the Company or a Restricted Subsidiary to any person and the granting and performance of customary registration rights;

(x) payments by the Company or any of its Restricted Subsidiaries made for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, including, without limitation, in connection with acquisitions or divestitures which payments are approved by a majority of the board of directors (or similar governing body) of the Company in good faith or are otherwise permitted by this Indenture;

(xi) (A) payments or loans (or cancellation of loans) or advances to employees, officers, directors, members of management, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) of the Company, any of its direct or indirect parent companies or any of its Restricted Subsidiaries and collective bargaining agreements, employment agreements, severance arrangements, compensatory (including profit sharing) arrangements, stock option plans, benefit plan, health, disability or similar insurance plan and other similar arrangements with such employees, officers, directors, managers, members of management, consultants or independent contractors (or the estate, heirs, family members, spouse, former spouse, domestic partner or former domestic partner of any of the foregoing) and (B) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with future, present or former employees, officers, directors, members of management, consultants or independent contractors and (C) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of employment arrangements, stock options and stock ownership plans approved by the board of directors (or similar governing body) of any direct or indirect parent company or of the Company or any Restricted Subsidiary;

(xii) the Transactions and the payment of all fees and expenses related to the Transactions, including the Transaction Expenses, payment or reimbursement of fees and expenses related to the Escrow Letter of Credit and payments made to satisfy any payment obligations under the Transaction Agreement after the Effective Date;

(xiii) any transaction effected as part of a Receivables Facility;

(xiv) any contribution to the capital of the Company or any Restricted Subsidiary;

(xv) transactions permitted by, and complying with, the provisions of Section 5.01 solely for the purpose of (A) reorganizing to facilitate any initial public offering of securities of the Company or any direct or indirect parent company of the Company, (B) forming a holding company, or (C) reincorporating the Company in a new jurisdiction;

(xvi) between the Company or any Restricted Subsidiary and any Person, a director of which is also a director of the Company or any direct or indirect parent of the Company; *provided*, *however*, that such director abstains from voting as a director of the Company or such direct or indirect parent, as the case may be, on any matter involving such other Person;

(xvii) the issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the board of directors (or similar governing body) of the Company or any direct or indirect parent company of the Company or a Subsidiary of the Company, as appropriate, in good faith;

(xviii) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Company in an Officer's Certificate) for the purposes of improving the consolidated tax efficiency of the Company and its Subsidiaries and not for the purpose of circumventing any covenant set forth in this Indenture;

(xix) payments by the Company and its Restricted Subsidiaries pursuant to tax sharing, tax distribution or similar arrangements among any direct or indirect parent of the Company and its Subsidiaries on customary terms;

(xx) investments by the Investors in securities of the Company or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Investors in connection therewith) so long as the investment is being generally offered to other investors on the same or more favorable terms;

(xxi) any transaction with a Person (other than an Unrestricted Subsidiary) which would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an Equity Interest in or otherwise controls such Person;

(xxii) pledges of Equity Interests of Unrestricted Subsidiaries;

(xxiii) transactions with joint ventures for the purchase or sale of goods, equipment and services entered into in the ordinary course of business; and

(xxiv) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement.

SECTION 4.08 Change of Control.

(a) Upon the occurrence of a Change of Control after the Effective Date, unless the Issuers have previously or concurrently sent a redemption notice with respect to all the outstanding Securities as described under paragraph 5 of the Security, the Issuers will make an offer to purchase all of the Securities pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the date of purchase, subject to the right of Holders of record of the Securities at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the redemption date.

(b) Within 30 days following any Change of Control occurring after the Effective Date, the Issuers will send notice of such Change of Control Offer by first-class mail, with a copy to the Trustee, to each Holder of Securities to the registered address of such Holder or otherwise electronically in accordance with the procedures of DTC, with the following information:

(i) that a Change of Control Offer is being made pursuant to this Section 4.08, and that all Securities properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuers at a repurchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the date of repurchase, subject to the right of Holders of record of the Securities at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the purchase date;

(ii) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or otherwise delivered (the "*Change of Control Payment Date*");

(iii) that any Security not properly tendered will remain outstanding and continue to accrue interest;

(iv) that unless the Issuers default in the payment of the Change of Control Payment, all Securities accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;

(v) if such notice is delivered prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control;

(vi) that Holders electing to have any Securities purchased pursuant to a Change of Control Offer will be required to surrender such Securities, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Securities completed, to the Paying Agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(vii) that Holders will be entitled to withdraw their tendered Securities and their election to require the Issuers to purchase such Securities*provided* that the Paying Agent receives, not later than the close of business on the second Business Day prior to the Change of Control Payment Date, facsimile transmission or letter setting forth the name of the Holder of the Securities, the principal amount of Securities tendered for purchase, and a statement that such Securities is withdrawing its tendered Securities and its election to have such Securities purchased; and

(viii) the other instructions, as determined by the Issuers, consistent with this Section 4.08, that a Holder must follow.

Securities repurchased by the Issuers pursuant to a Change of Control Offer will have the status of Securities issued but not outstanding or will be retired and cancelled at the option of the Issuers. Securities purchased by a third party pursuant to the preceding paragraph will have the status of Securities issued and outstanding.

The notice, if sent in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (a) the notice is sent in a manner herein provided and (b) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder's failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Securities as to all other Holders that properly received such notice without defect.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase by the Issuers of Securities pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations described in this Indenture by virtue thereof.

(c) On the Change of Control Payment Date, the Issuers shall, to the extent permitted by law,

(1) accept for payment all Securities or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Securities or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Securities so accepted together with an Officer's Certificate of the Issuers to the Trustee stating that such Securities or portions thereof have been tendered to and purchased by the Issuers.

(d) The Issuers shall not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuers and purchases all Securities validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(e) If Holders of not less than 90% in aggregate principal amount of the outstanding Securities validly tender and do not withdraw such Securities in a Change of Control Offer and the Issuers, or any third party making a Change of Control Offer in lieu of the Issuers as described in Section 4.08(d), purchase all of the Securities validly tendered and not withdrawn by such Holders, the Issuers or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Securities that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the applicable Redemption Date.

(f) Other than as specifically provided in this Section 4.08, any purchase pursuant to this Section 4.08 shall be made pursuant to the provisions of Sections 3.04, 3.07 and 3.08 hereof.

SECTION 4.09 Compliance Certificate. The Issuers shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company, beginning with the fiscal year ending on or about December 31, 2014, a certificate (the signer of which shall be the principal executive officer, the principal financial officer or the principal accounting officer of the Issuers) stating that in the course of the performance by the signer of the signer's duties as an Officer of the Issuers the signer would normally have knowledge of any Default and whether or not the signer knows of any Default that occurred during such period. If the signer knows of any such Default, the certificate shall describe such Default. The Issuers also shall comply with Section 314(a)(4) of the Trust Indenture Act.

SECTION 4.10 Further Instruments and Acts. The Issuers shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.11 Future Subsidiary Guarantors. The Company shall not permit any of its Restricted Subsidiaries to guarantee or otherwise incur any Indebtedness under the Senior Credit Facilities unless such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to this Indenture, the form of which is attached as Exhibit C hereto, providing for a Guarantee by such Restricted Subsidiary of the Securities.

Notwithstanding the foregoing, each such Guarantee may be limited as necessary to recognize certain defenses generally available to guarantors (including those that relate to fraudulent conveyance or transfer, voidable preference, financial assistance, corporate purpose, capital maintenance or similar laws, regulations or defenses affecting the rights of creditors generally) or other considerations under applicable law.

Each Guarantee shall be released in accordance with Section 10.03.

SECTION 4.12 Liens. The Company shall not, and shall not permit any Subsidiary Guarantor to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Liens) that secures obligations under any Indebtedness or any related guarantee, on any asset or property of the Company or any Guarantor, or any income or profits therefrom, or assign or convey any right to receive income therefrom, unless:

(i) in the case of Liens securing Subordinated Indebtedness, the Securities and related Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(ii) in all other cases, the Securities or the Guarantees are equally and ratably secured,

except that the foregoing shall not apply to or restrict (a) Liens securing the Securities and the related Guarantees and (b) Liens securing obligations in respect of (x) Indebtedness and other obligations permitted to be incurred under Credit Facilities, including any letter of credit facility relating thereto, that was permitted by the terms of this Indenture to be incurred pursuant to Section 4.03(b)(i) and (y) obligations of the Company or any Guarantor in respect of any Bank Products or Cash Management Services provided by any agent or lender party to any Senior Credit Facility or any affiliate of such agent or lender (or any Person that was a lender or an affiliate of an agent or lender at the time the applicable agreements pursuant to which such Bank Products or Cash Management Services are provided were entered into).

Any Lien created for the benefit of the Holders pursuant to this Section 4.12 shall be deemed automatically and unconditionally released and discharged upon the release and discharge of each of the Liens described in clauses (i) and (ii) above.

The expansion of Liens by virtue of accrual of interest, the accretion of accreted value, the payment of interest or dividends in the form of additional Indebtedness, amortization of original issue discount and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness will not be deemed to be an incurrence of Liens for purposes of this Section 4.12.

SECTION 4.13 Maintenance of Office or Agency.

(a) The Issuers shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee or Registrar) where Securities may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuers in respect of the Securities and this Indenture may be served. The Issuers shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuers shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee; *provided* that no service of legal process may be made against the Issuers at any office of the Trustee.

(b) The Issuers may also from time to time designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Issuers of their obligation to maintain an office or agency for such purposes. The Issuers shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuers hereby designate the Corporate Trust Office of the Trustee or its agent as such office or agency of the Issuers in accordance with Section 2.04.

SECTION 4.14 Suspension of Certain Covenants.

(a) If, on any date following the Effective Date, (i) the Securities have an Investment Grade Rating from both Rating Agencies and (ii) no Default has occurred and is continuing under this Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii)

being collectively referred to as a "*Covenant Suspension Event*") then, beginning on that day and continuing at all times thereafter until the Reversion Date, as defined below, the Company and its Restricted Subsidiaries shall not be subject to Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.11 and clause (iv) of Section 5.01(a) of this Indenture (collectively, the "*Suspended Covenants*" and each individually, a "*Suspended Covenant*"). In the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants under this Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "*Reversion Date*") (A) one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Securities below an Investment Grade Rating, then the Company and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under this Indenture with respect to future events and (B) the Company or any of its Affiliates enters into an agreement to effect a transaction that would result in a Change of Control and one or more of the Rating Agencies indicate that if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its Investment Grade Rating or downgrade the ratings assigned to the Securities below Investment Grade Rating, then the Company and the Restricted Subsidiaries will thereafter again be subject to Section 4.08 of this Indenture with respect to future events, including without limitation, the proposed transaction described in this clause (B). The period beginning on the day of a Covenant Suspension Event and ending on a Reversion Date is referred to herein as a "*Suspension Period.*"

On each Reversion Date, all Indebtedness incurred, or Disqualified Stock or Preferred Stock issued, during the Suspension Period shall be deemed to have been outstanding on the Effective Date, so that it is classified as permitted under Section 4.03(b)(iii). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 4.04 shall be made as though Section 4.04 had been in effect prior to, but not during, the Suspension Period. No Default or Event of Default will be deemed to have occurred on the Reversion Date (or thereafter) under any Suspended Covenant solely as a result of any actions taken by the Company or its Restricted Subsidiaries, or events occurring, during the Suspension Period. On and after each Reversion Date, the Company and its Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Suspension Period (and not in contemplation of the Reversion Date) so long as such contract and such consummation would have been permitted during such Suspension Period.

(b) For purposes of Section 4.05, on the Reversion Date, any contractual encumbrances or restrictions of the type specified in clause (a), (b) or (c) of Section 4.05 entered into during the Suspension Period will be deemed to have been in effect on the Effective Date, so that they are permitted under clause (c)(1) of Section 4.05.

(c) For purposes of Section 4.06, on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

(d) For purposes of Section 4.07, any Affiliate Transaction entered into after the Reversion Date pursuant to a contract, agreement, loan, advance or guaranty with, or for the benefit of, any Affiliate of the Company entered into during the Suspension Period will be deemed to have been in effect as of the Effective Date for purposes of Section 4.07(b)(vi). Within 10 days following the Reversion Date, the Company must comply with the terms of Section 4.11.

(e) During a Suspension Period, the Company may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the second sentence of the definition of "Unrestricted Subsidiaries." For the avoidance of doubt, no existing Guarantors shall be released during any Suspension Period.

(f) The Company shall deliver promptly to the Trustee an Officer's Certificate notifying it of the any Suspension Period or any Reversion Date. The Trustee shall have no independent obligation to determine if a Suspension Period has commenced or terminated, to notify the Holders regarding the same or to determine the consequences thereof.

SECTION 4.15 Escrow of Proceeds; Activities Prior to Release

(a) On the date hereof the Company entered into an escrow agreement (the "Escrow Agreement") with the Trustee and Wilmington Trust, National Association, as escrow agent (in such capacity, the "Escrow Agent"). Pursuant to the Escrow Agreement, the Initial Purchasers deposited an amount in cash (collectively, with any other property from time to time held by the Escrow Agent, the "Escrowed Property") equal to the gross proceeds of the offering of the Securities sold on the Issue Date into an escrow account (the "Escrow Account") to be held by the Escrow Agent in its capacity as agent and securities intermediary. The Investors caused a letter of credit (the "Escrow Letter of Credit") to be issued for the benefit of the Trustee in an amount necessary to pay accrued and unpaid interest to, but excluding February 6, 2015 (the fifth business day after the latest termination date for release of Escrowed Property). The Company granted the Trustee, for the benefit of the Holders, a first priority security interest in the funds held in the escrow account to secure the Obligations under the Securities pending disbursement pursuant to Section 4.15(b).

(b) In order to cause the Escrow Agent to release the Escrowed Property to the Issuers (the "Release"), the Company must deliver to the Escrow Agent and the Trustee on or prior to January 30, 2015, an Officer's Certificate of the Issuers certifying that

(i) the closing contemplated by the Transaction Agreement shall be substantially consummated in connection therewith or before such time in accordance with the terms and conditions of the Transaction Agreement as in effect on the Issue Date, together with such amendments, modifications and waivers that are not, individually or in the aggregate, materially adverse to the Company and its Subsidiaries (after giving effect to the consummation of the Acquisition), taken as a whole, or to the Holders, as determined in good faith by the Company, without the consent of the holders of a majority in principal amount of the Securities; provided that any change in the purchase price under the Transaction Agreement or reduction in the equity contributed by the Investors will not be deemed to be material and adverse to the Holders;

(ii) all conditions precedent to the execution and delivery of the Senior Credit Facilities (other than the release of the Escrowed Property) have been satisfied or waived and prior to or substantially concurrently with the release of the funds from the Escrow Account, the Senior Credit Facilities will be effective and able to be drawn upon by the Company; and

(iii) no Default or Event of Default shall have occurred and be continuing under this Indenture.

If on or prior to January 30, 2015, the Escrow Agent receives the Officer's Certificate described above, the Escrow Agent shall release the Escrowed Property (including investment earnings) to or at the order of the Company (the date of such release, the "Escrow Release Date") and the Trustee shall deliver the original Escrow Letter of Credit to the Company for cancellation.

(c) Prior to the consummation of the Acquisition, each of the Company and the Co-Issuer will not perform any activities other than issuing the Securities, issuing capital stock to, and receiving capital contributions from, a direct or indirect parent company of the Company, performing its obligations in respect of the Securities under this Indenture and the Escrow Agreement, performing its obligations under the Transaction Agreement, entering into the Senior Credit Facilities, consummating the Transactions and redeeming the Securities, if applicable, and conducting such other activities as are necessary or appropriate to carry out the foregoing activities. Prior to the consummation of the Acquisition, the Company will not own, hold or otherwise have any interest in any assets other than the Escrow Account and Cash Equivalents and its rights under any agreement entered into in furtherance of completion of the Transactions.

(d) In the event that a Special Mandatory Redemption is made or required to be made by the Issuers pursuant to Paragraph 5 of the Securities, the Issuers shall deliver notice of the Special Mandatory Redemption (a "Special Redemption Notice") to the Trustee and will concurrently with the delivery of the Special Redemption Notice, instruct the Trustee to, at the Issuers' expense, deliver within one Business Day (by first-class mail to each Holder's registered address or otherwise in accordance with the procedures of the DTC) the Special Redemption Notice to the Holders.

SECTION 4.16 Restrictions on Activities of the Co-Issuer. The Co-Issuer shall not hold any material assets, become liable for any material obligations or engage in any business activities or operations; provided that the Co-Issuer may (i) be a co-obligor with respect to Indebtedness (including, for the avoidance of doubt, Securities) if the Company is a primary obligor on such Indebtedness, the net proceeds of such Indebtedness are received by the Company or one or more of the Restricted Subsidiaries and such Indebtedness is otherwise permitted to be incurred under this Indenture and (ii) guarantee any Obligations under any Credit Facility.

ARTICLE 5

SUCCESSOR COMPANY

SECTION 5.01 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Company shall not consolidate or merge with or into or wind up into (whether or not the Company is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) the Company is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company organized or existing under the laws of the United States, any state thereof or the District of Columbia (the Company or such Person, as the case may be, being herein called the "*Successor Company*");

(ii) the Successor Company, if other than the Company, expressly assumes all the obligations of the Company under this Indenture and the Securities pursuant to a supplemental indenture or other document or instrument;

(iii) immediately after such transaction, no Default shall have occurred and be continuing;

(iv) immediately after giving pro forma effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four-quarter period, either:

(A) the Successor Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a); or

(B) the Fixed Charge Coverage Ratio for the Successor Company and its Restricted Subsidiaries would be equal to or greater than the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries immediately prior to such transaction;

(v) each Guarantor, unless it is the other party to the transactions described above, in which case Section 5.01(c)(i)(B) shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Securities; and

(vi) the Successor Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture.

The Successor Company (if other than the Company) shall succeed to, and be substituted for the Company, as the case may be, under this Indenture and the Securities, and in such event the Company will automatically be released and discharged from its obligation under this Indenture and the Securities.

(b) The Co-Issuer may not consolidate or merge with or into or wind up into (whether or not the Co-Issuer is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) the Co-Issuer is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than the Co-Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia (the Co-Issuer or such Person, as the case may be, being herein called the "*Successor Co-Issuer*");

(ii) the Successor Co-Issuer, if other than the Co-Issuer, expressly assumes all the obligations of the Co-Issuer under this Indenture and the Securities pursuant to a supplemental indenture or other documents or instruments;

(iii) immediately after such transaction, no Default shall have occurred and be continuing;

(iv) each Guarantor, unless it is the other party to the transactions described above, in which case Section 5.01(c)(i)(B) shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Securities; and

(v) the Successor Co-Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture.

The Successor Co-Issuer (if other than the Co-Issuer) will succeed to, and be substituted for the Co-Issuer, as the case may be, under this Indenture and the Securities and in such event the Co-Issuer will automatically be released and discharged from its obligation under this Indenture and the Securities.

Notwithstanding clauses (iii) and (iv) of Section 5.01(a) and clause (iii) of Section 5.01(b), (A) any Restricted Subsidiary may consolidate with or merge with or into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to the Company or any Guarantor; (B) any Issuer may consolidate with or merge with or into or wind up into an Affiliate of an Issuer solely for the purpose of reincorporating an Issuer (solely as a corporation in the case of the Co-Issuer) in a state of the United States, the District of Columbia or any territory thereof, so long as the amount of Indebtedness of the Company and its Restricted Subsidiaries is not increased thereby; (C) the Company or any of the Company's Subsidiaries (other than the Co-Issuer) may be converted into, or reorganized or reconstituted as a limited liability company, limited partnership or corporation in a state of the United States, the District of Columbia or any territory thereof and (D) the Co-Issuer may consolidate with or merge into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all of part of its properties and assets to the Company or a Guarantor, *provided* that the Company is, at such time, a corporation.

(c) Subject to Section 10.03, no Subsidiary Guarantor shall, and the Issuers shall not permit any Subsidiary Guarantor to, consolidate or merge with or into or wind up into (whether or not the Company or a Subsidiary Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person (other than any such sale, assignment, transfer, lease, conveyance or disposition in connection with the Transactions) unless:

(i) (A) such Subsidiary Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, partnership or limited liability company organized or existing under the laws of the jurisdiction of organization of such Subsidiary Guarantor, as the case may be, or under the laws of the United States, any state thereof, the District of Columbia or any territory thereof (such Subsidiary Guarantor or such Person, as the case may be, being herein called the "*Successor Person*"), (B) the Successor Person (if other than such Subsidiary Guarantor) expressly assumes all the obligations of such Subsidiary Guarantor under this Indenture and such Subsidiary Guarantor's related Guarantee pursuant to supplemental indentures or other documents or instruments, (C) immediately after such transaction, no Default exists, and (D) the Successor Person shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture; or

(ii) the transaction is made in compliance with clauses (i) and (ii) of Section 4.06(a) hereof.

Except as otherwise provided in this Indenture, the Successor Person (if other than such Subsidiary Guarantor) will succeed to, and be substituted for, such Subsidiary Guarantor under this Indenture and such Subsidiary Guarantor's Guarantee, and such Subsidiary Guarantor will automatically be released and discharged from its obligations under this Indenture and such Subsidiary Guarantor's Guarantee. Notwithstanding the foregoing, (1) any Subsidiary Guarantor may consolidate with or merge with or into or wind up into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to another Subsidiary Guarantor or an Issuer, (2) a Subsidiary Guarantor may consolidate or merge with or into or wind up or convert into an Affiliate incorporated solely for the purpose of reincorporating such Subsidiary Guarantor in another state of the United States or the District of Columbia so long as the amount of Indebtedness of the Subsidiary Guarantor is not increased thereby, or (3) a Subsidiary Guarantor may convert into a Person organized or existing under the laws of a jurisdiction in the United States.

Clauses (iii) and (iv) of Section 5.01(a) shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Company and the Restricted Subsidiaries.

SECTION 5.02 Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of an Issuer in accordance with Section 5.01 hereof, the successor corporation formed by such consolidation or into or with which such Issuer is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to such Issuer shall

refer instead to the successor corporation and not to such Issuer), and may exercise every right and power of such Issuer under this Indenture with the same effect as if such successor Person had been named as an Issuer herein; *provided* that the predecessor Issuer shall not be relieved from the obligation to pay the principal of and interest, if any, on the Securities except in the case of a sale, assignment, transfer, lease, conveyance or other disposition of all of such Issuer's assets that meets the requirements of Section 5.01 hereof.

ARTICLE 6

DEFAULTS AND REMEDIES

SECTION 6.01 Events of Default. An "*Event of Default*" with respect to the Securities occurs if:

(a) there is a default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Securities;

(b) there is a default for 30 days or more in the payment when due of interest on or with respect to the Securities;

(c) the Company fails for 90 days after receipt of written notice given by the Trustee or the Holders of not less than 30% in principal amount of the Securities to comply with any of its obligations, covenants or agreements described in Section 4.02;

(d) the Issuers or any Guarantor fails for 60 days after receipt of written notice given by the Trustee or the Holders of not less than 30% in principal amount of the Securities to comply with any of its obligations, covenants or agreements (other than a default referred to in clauses (a), (b) and (c) above) contained in this Indenture or the Securities;

(e) there is a default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries, other than Indebtedness owed to the Company or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Securities, if both:

(a) such default either results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods) or relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity; and

(b) the principal amount of such Indebtedness, together with the principal amount of any other such indebtedness in default for failure to pay any principal at its stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate $35.0 million or more at any one time outstanding;

(f) the Company or any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, fails to pay final judgments aggregating in excess of $35.0 million, which final judgments remain unpaid, undischarged, unwaived and unstayed for a period of more than 90 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(g) an Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a custodian of it or for all or substantially all of its property; or

(iv) makes a general assignment for the benefit of its creditors;

(h) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against an Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in a proceeding in which an Issuer or any such Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of an Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, or for all or substantially all of the property of an Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary; or

(iii) orders the liquidation of an Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days; or

(i) the Guarantee of any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, shall for any reason cease to be in full force and effect or any responsible officer of any Guarantor that is a Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, as the case may be, denies that it has any further liability under its or their Guarantee(s) or gives notice to such effect, other than by reason of the termination of this Indenture or the release of any such Guarantee in accordance with this Indenture.

In the event of any Event of Default specified in clause (e) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Securities) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or

(2) holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

SECTION 6.02 Acceleration. If any Event of Default (other than an Event of Default specified in clause (g) or (h) of Section 6.01 hereof with respect to the Company) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 30% in principal amount of the then total outstanding Securities by notice to the Issuers may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Securities to be due and payable immediately. Upon the effectiveness of such declaration, such principal, premium, if any, and interest shall be due and payable immediately.

Notwithstanding the foregoing, in the case of an Event of Default arising under clause (g) or (h) of Section 6.01 hereof with respect to the Company, all outstanding Securities shall be due and payable immediately without further action or notice.

The Holders of a majority in aggregate principal amount of the then outstanding Securities by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured, waived, annulled or rescinded except nonpayment of principal or interest that has become due solely because of the acceleration;

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

(4) if the Issuers have paid the Trustee its compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances.

SECTION 6.03 Other Remedies. If an Event of Default with respect to the Securities occurs and is continuing, the Trustee may pursue any available remedy at law or in equity to collect the payment of principal of or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. To the extent permitted by law, all available remedies are cumulative.

SECTION 6.04 Waiver of Past Defaults. Provided the Securities are not then due and payable by reason of a declaration of acceleration, the Holders of not less than a majority in principal amount of the then outstanding Securities by written notice to the Trustee may on the behalf of all Holders waive an existing Default or Event of Default and its consequences except (a) a continuing Default or Event of Default in the payment of the principal of or interest on a Security, (b) a continuing Default or Event of Default arising from the failure to redeem or purchase any Security when required pursuant to the terms of this Indenture or (c) a Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each Holder affected. When a Default is waived, it is deemed cured and the Issuers, the Trustee and the Holders will be restored to their former positions and rights under this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 6.05 Control by Majority. The Holders of a majority in principal amount of the then outstanding Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under this Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

SECTION 6.06 Limitation on Suits.

(a) Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder may pursue any remedy with respect to this Indenture or the Securities unless:

(i) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(ii) the Holders of at least 30% in principal amount of the total outstanding Securities have requested the Trustee, in writing, to pursue the remedy;

(iii) such Holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense;

(iv) the Trustee has not complied with such request within 60 days after receipt thereof and the offer of security or indemnity; and

(v) Holders of a majority in principal amount of the total outstanding Securities have not given the Trustee a written direction inconsistent with such request within such 60-day period.

(b) A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

SECTION 6.07 Rights of the Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Securities held by such Holder, on or after the respective due dates expressed or provided for in the Securities, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing with respect to Securities, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuers or any Guarantor on the Securities for the whole amount then due and owing (together with interest on overdue principal and (to the extent lawful) on any unpaid interest at the rate provided for in such Securities) and the amounts provided for in Section 7.07.

SECTION 6.09 Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for compensation and reasonable expenses, disbursements and advances of the Trustee (including counsel, accountants, experts or such other professionals as the Trustee deems necessary, advisable or appropriate)) and the Holders of Securities then outstanding allowed in any judicial proceedings relative to the Issuers or any Guarantor, its creditors or its property, shall be entitled to participate as a member, voting or otherwise, of any official committee of creditors appointed in such matters and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, and reasonable expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07.

SECTION 6.10 Priorities. If the Trustee collects any money or property pursuant to this Article 6 or, after an Event of Default, any money or other property distributable in respect of the Issuers' obligations under this Indenture, it shall pay out the money or property shall be paid out in the following order:

FIRST: to the Trustee (including any predecessor trustee) for amounts due under Section 7.07;

SECOND: to the Holders for amounts due and unpaid on the Securities for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and

THIRD: to the Issuers.

The Trustee may fix a record date and payment date for any payment to the Holders pursuant to this Section. At least 15 days before such record date, the Trustee shall send to each Holder and the Issuers a notice that states the record date, the payment date and amount to be paid.

SECTION 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in principal amount of the Securities.

SECTION 6.12 Waiver of Stay or Extension Laws. Neither the Issuers nor any Guarantor (to the extent it may lawfully do so) shall at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and each Issuer and each Guarantor (to the extent that it may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 7

TRUSTEE

SECTION 7.01 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee (it being agreed that the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty); and

(ii) the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. The Trustee shall be under no duty to make any investigation as to any statement contained in any such instance, but may accept the same as conclusive evidence of the truth and accuracy of such statement or the correctness of such opinions. However, in the case of certificates or opinions required by any provision hereof to be provided to it, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts, statements, opinions or conclusions stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this Section 7.01(c) does not limit the effect of Sections 7.01(b) and 7.01(i);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to Sections 7.01(a), (b) and (c).

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuers.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.01 and to the provisions of the Trust Indenture Act.

(h) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from an Issuer will be sufficient if signed by an Officer of such Issuer.

(i) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

SECTION 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes, suffers or omits to take in good faith which it believes to be authorized or within its discretion, rights or powers conferred upon it by this Indenture; *provided*, *however*, that the Trustee's conduct does not constitute negligence or willful misconduct.

(e) The Trustee may consult with counsel of its own selection and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Securities shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, debenture, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuers, personally or by agent or attorney, at the expense of the Issuers and shall incur no liability of any kind by reason of such inquiry or investigation.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(i) The Trustee shall not be liable for any action taken or omitted by it in good faith at the direction of the Holders of not less than a majority in principal amount of the outstanding Securities as to the time, method and place of conducting any proceedings for any remedy available to the Trustee or the exercising of any power conferred by this Indenture.

(j) Any action taken, or omitted to be taken, by the Trustee in good faith pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent, is the Holder of any Security shall be conclusive and binding upon future Holders of Securities and upon Securities executed and delivered in exchange therefor or in place thereof.

(k) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(m) The Trustee may request that the Issuers deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

SECTION 7.03 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Issuers or their Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent or Registrar may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

SECTION 7.04 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, any Guarantee or the Securities, it shall not be accountable for the Issuers' use of the proceeds from the Securities, and it shall not be responsible for any statement of the Issuers or any Guarantor in this Indenture or in any document issued in connection with the sale of the Securities or in the Securities other than the Trustee's certificate of authentication. The Trustee shall not be charged with knowledge of any Default or Event of Default unless a Trust Officer of the Trustee shall have received written notice thereof in accordance with Section 11.02 hereof from the Issuers, any Guarantor or any Holder at the Corporate Trust Office of the Trustee. In accepting the trust hereby created, the Trustee acts solely as Trustee for the Holders and not in its individual capacity and all persons,

including without limitation the Holders of Securities and the Issuer having any claim against the Trustee arising from this Indenture shall look only to the funds and accounts held by the Trustee hereunder for payment. The Trustee shall not be responsible to make any calculation with respect to any matter under this Indenture. The Trustee shall have no duty to monitor or investigate the Issuers' compliance with or the breach of, or cause to be performed or observed, any representation, warranty, covenant or agreement of any Person, other than the Trustee, made in this Indenture.

SECTION 7.05 Notice of Defaults. If a Default occurs and is continuing and if it is actually known to a Trust Officer of the Trustee, the Trustee shall send to each Holder notice of the Default within the earlier of 90 days after it occurs or 30 days after it is actually known to a Trust Officer or written notice of it is received by the Trustee, or promptly after discovery or obtaining notice if such discovery is made or notice is received 90 days after the Default occurs. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any Security, the Trustee may withhold the notice if and so long as it in good faith determines that withholding the notice is in the interests of the Holders.

SECTION 7.06 Reports by Trustee to the Holders. As promptly as practicable after each October 15 beginning with the October 15 following the date of this Indenture, and in any event prior to October 15 in each year, for so long as Securities remain outstanding, the Trustee shall send to each Holder a brief report dated as of such reporting date that complies with Section 313(a) of the Trust Indenture Act if and to the extent required thereby. The Trustee shall also comply with Section 313(b) of the Trust Indenture Act.

A copy of each report at the time of its delivery to the Holders will be sent by the Trustee to the Issuer and shall be filed by the Trustee with the SEC and each stock exchange (if any) on which the Securities are listed in accordance with Section 313(d) of the Trust Indenture Act. The Issuers agree to notify promptly the Trustee in writing whenever the Securities become listed on any stock exchange and of any delisting thereof.

SECTION 7.07 Compensation and Indemnity. The Issuers shall pay to the Trustee from time to time such compensation for its services as shall be agreed in writing between the Issuers and the Trustee. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuers shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services, except any such disbursements, advances or expenses as may be attributable to its negligence or willful misconduct as determined by a court of competent jurisdiction. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Issuers and each Guarantor, jointly and severally, shall indemnify the Trustee and its officers, directors, employees and agents against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses) incurred by it arising out of or in connection with the acceptance or administration of this trust and the performance of its duties under this Indenture, including the costs and expenses of enforcing this Indenture or Guarantee against the Issuers or a Guarantor (including this Section 7.07) and defending itself against or investigating any claim (whether asserted by the Issuers, any Guarantor, any Holder or any other Person). The obligation to pay such amounts shall survive the payment in full or defeasance of

the Securities or the removal or resignation of the Trustee. The Trustee shall notify the Issuers of any claim for which it may seek indemnity promptly upon obtaining actual knowledge thereof; *provided*, *however*, that any failure so to notify the Issuers shall not relieve the Issuers or any Guarantor of its indemnity obligations hereunder. The Issuers shall defend the claim and the indemnified party shall provide reasonable cooperation at the Issuers' expense in the defense. Such indemnified parties may have separate counsel and the Issuers and the Guarantors, as applicable, shall pay the fees and expenses of such counsel; *provided*, *however*, that the Issuers shall not be required to pay such fees and expenses if they assume such indemnified parties' defense and, in such indemnified parties' reasonable judgment, there is no conflict of interest between the Issuers and the Guarantors, as applicable, and such parties in connection with such defense. The Issuers need not reimburse any expense or indemnify against any loss, liability or expense incurred by an indemnified party through such party's own willful misconduct, negligence or bad faith as determined by a court of competent jurisdiction.

To secure the Issuers' and the Guarantors' payment obligations in this Section, the Trustee shall have a Lien prior to the Securities on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Securities pursuant to Article 8 hereof or otherwise.

The Issuers' and the Guarantors' payment obligations pursuant to this Section shall survive the satisfaction or discharge of this Indenture, any rejection or termination of this Indenture under any Bankruptcy Law or the resignation or removal of the Trustee. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(g) or (h) with respect to an Issuer, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if adequate indemnity against such risk or liability is not assured to its satisfaction.

"*Trustee*" for purposes of this Section shall include any predecessor Trustee; *provided*, *however*, that the negligence or willful misconduct of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

SECTION 7.08 Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuers. The Holders of a majority in aggregate principal amount of the then outstanding Securities may remove the Trustee by so notifying the Trustee and the Issuers in writing, and may appoint a successor Trustee. The Issuers shall remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10;

(ii) the Trustee is adjudged bankrupt or insolvent, or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(iii) a receiver or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(c) If the Trustee resigns, is removed by the Issuers or by the Holders of a majority in principal amount of the Securities and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuers shall promptly appoint a successor Trustee.

(d) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuers. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to the Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.07.

(e) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of at least 10% in aggregate principal amount of the then outstanding Securities may petition at the expense of the Issuers any court of competent jurisdiction for the appointment of a successor Trustee.

(f) If the Trustee fails to comply with Section 7. 10, unless the Trustee's duty to resign is stayed as provided in Section 310(b) of the Trust Indenture Act, any Holder who has been a bona fide holder of a Security for at least six months may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(g) Notwithstanding the replacement of the Trustee pursuant to this Section, the Issuers' obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09 Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Securities so authenticated; and in case at that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Securities or in this Indenture *provided* that the certificate of the Trustee shall have.

SECTION 7.10 Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of Section 310(a) of the Trust Indenture Act. The Trustee shall have a combined capital and surplus of at least $50 million as set forth in its most recent published annual report of condition. The Trustee shall comply with Section 310(b) of the Trust Indenture Act, subject to its right to apply for a stay of its duty to resign under the penultimate paragraph of Section 310(b) of the TIA; *provided*, *however*, that there shall be excluded from the operation of Section 310(b)(1) of the Trust Indenture Act any series of securities issued under this Indenture and any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Issuers are outstanding if the requirements for such exclusion set forth in Section 310(b)(1) of the Trust Indenture Act are met.

SECTION 7.11 Preferential Collection of Claims Against the Issuers. The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed in Section 311(b) of the Trust Indenture Act. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated.

SECTION 7.12 Tax Payment and Tax Withholding Obligations. In order to comply with applicable tax laws, rules and regulations a foreign financial institution, issuer, trustee, paying agent, holder or other institution is or has agreed to be subject to ("*Applicable Law*") related to this Indenture, the Issuers agree, upon written request by the Trustee, to provide to the Trustee such requested information about such parties and/or transactions (including any modification to the terms of such transactions) so it can determine whether it has any tax related obligations under Applicable Law that the Issuers have in their possession.

ARTICLE 8

DISCHARGE OF INDENTURE; DEFEASANCE

SECTION 8.01 Discharge of Liability on Securities; Defeasance. This Indenture shall be discharged and shall cease to be of further effect as to all outstanding Securities when:

(a) either (i) all Securities theretofore authenticated and delivered, except lost, stolen or destroyed Securities which have been replaced or paid and Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuers and thereafter repaid to the Issuers or discharged from trust, have been delivered to the Trustee for cancellation; or (ii) all Securities not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers and the Issuers or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the Securities not theretofore delivered to the Trustee for

cancellation for principal, premium, if any, and accrued interest to, but not including, the date of maturity or redemption together with irrevocable instructions from the Issuers to the Trustee to apply the deposited money toward the payment of the Securities at maturity or the redemption date, as the case may be;

(b) the Issuers and/or the Guarantors have paid or caused to be paid all sums payable by it under this Indenture; and

(c) the Company has delivered an Officer's Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to the satisfaction and discharge have been satisfied.

Subject to Section 8.02, the Issuers may, at their option and at any time, elect to discharge (i) all of their obligations under the Securities and this Indenture ("*legal defeasance option*") or (ii) its obligations under Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.11, 4.12 and 4.16 for the benefit of the Holders and the operation of Section 5.01 and Sections 6.01(c), 6.01(d), 6.01(e), 6.01(f), 6.01(g) (with respect to Significant Subsidiaries of the Company only), 6.01(h) (with respect to Significant Subsidiaries of the Company only) and 6.01(i) ("*covenant defeasance option*") for the benefit of the Holders. The Issuers may exercise their legal defeasance option notwithstanding their prior exercise of their covenant defeasance option. In the event that the Issuers terminate all of their obligations under the Securities and this Indenture by exercising their legal defeasance option or their covenant defeasance option, the obligations of each Guarantor under its Guarantee of the Securities shall be terminated simultaneously with the termination of such obligations so long as no Securities are then outstanding.

If the Issuers exercise their legal defeasance option, payment of the Securities so defeased may not be accelerated because of an Event of Default. If the Issuers exercise their covenant defeasance option, payment of the Securities so defeased may not be accelerated because of an Event of Default specified in Section 6.01(c), 6.01(d), 6.01(e), 6.01(f), 6.01(g) (with respect to Significant Subsidiaries of the Company only), 6.01(h) (with respect to Significant Subsidiaries of the Company only), 6.01(i) or because of the failure of the Issuers to comply with subclause (a)(iv) of Section 5.01.

Upon satisfaction of the conditions set forth herein and upon request of the Issuers, the Trustee shall acknowledge in writing the discharge of those obligations that the Issuers terminate.

Notwithstanding Section 8.01(a) above, the Issuers' obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 7.07, 7.08 and in this Article 8 shall survive until the Securities have been paid in full. Thereafter, the Issuers' obligations in Sections 7.07, 8.05 and 8.06 shall survive such satisfaction and discharge.

SECTION 8.02 Conditions to Defeasance.

(a) The Issuers may exercise their legal defeasance option or their covenant defeasance option, in each case, with respect to the Securities only if:

(i) the Issuers must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, in the opinion of a nationally recognized firm of independent public accountants, investment bank or appraisal firm, to pay the principal of, premium, if any, and interest due on the Securities on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on such Securities (*provided* that if such redemption is made as provided under paragraph 5 of the Security, (x) the amount of cash in U.S. dollars, Government Securities, or a combination thereof, that the Issuers must irrevocably deposit or cause to be deposited will be determined using an assumed Applicable Premium calculated as of the date of such deposit and (y) the Issuers must irrevocably deposit or cause to be deposited additional money in trust on the redemption date as necessary to pay the Applicable Premium as determined on such date) and the Issuers must specify whether such Securities are being defeased to maturity or to a particular redemption date;

(ii) in the case of legal defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions, (a) the Issuers have received from, or there has been published by, the United States Internal Revenue Service a ruling, or (b) since the issuance of the Securities, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such legal defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred;

(iii) in the case of covenant defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel confirming that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;

(iv) no Default (other than that resulting from borrowing funds to be applied to make such deposit and the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(v) such legal defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under the Senior Credit Facilities or any other material agreement or instrument (other than this Indenture) to which the Issuers or any Guarantor is a party or by which the Issuers or any Guarantor is bound;

(vi) the Company shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuers with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuers or any Guarantor or others; and

(vii) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the legal defeasance or the covenant defeasance, as the case may be, have been complied with.

Notwithstanding the foregoing, an Opinion of Counsel required by Section 8.02(a)(ii) with respect to legal defeasance need not be delivered if all of the Securities not theretofore delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable at their stated maturity within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers.

(b) Before or after a deposit, the Issuers may make arrangements satisfactory to the Trustee for the redemption of such Securities at a future date in accordance with Article 3.

SECTION 8.03 Application of Trust Money. The Trustee shall hold in trust money or Government Securities (including proceeds thereof) deposited with it pursuant to this Article 8. It shall apply the deposited money and the money from Government Securities through each Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Securities so discharged or defeased.

SECTION 8.04 Repayment to Issuers. Each of the Trustee and each Paying Agent shall promptly turn over to the Issuers upon written request any money or Government Securities held by it as provided in this Article which, in the written opinion of a nationally recognized firm of independent public accountants delivered to the Trustee (which delivery shall only be required if Government Securities have been so deposited), are in excess of the amount thereof which would then be required to be deposited to effect an equivalent discharge or defeasance in accordance with this Article 8.

Subject to any applicable abandoned property law, the Trustee and each Paying Agent shall pay to the Issuers upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Holders entitled to the money must look to the Issuers for payment as general creditors, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

SECTION 8.05 Indemnity for Government Securities. The Issuers shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited Government Securities or the principal and interest received on such Government Securities.

SECTION 8.06 Reinstatement. If the Trustee or any Paying Agent is unable to apply any money or Government Securities in accordance with this Article 8 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuers' obligations under

this Indenture and the Securities so discharged or defeased shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or any Paying Agent is permitted to apply all such money or Government Securities in accordance with this Article 8; *provided*, *however*, that, if the Issuers have made any payment of principal of or interest on, any such Securities because of the reinstatement of its obligations, the Issuers shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money or Government Securities held by the Trustee or any Paying Agent.

ARTICLE 9

AMENDMENTS AND WAIVERS

SECTION 9.01 Without Consent of the Holders. The Issuers, the Guarantors (with respect to a Guarantee or this Indenture to which it is a party) and the Trustee may amend or supplement this Indenture and any Guarantee or the Securities without the consent of any Holder:

(i) to cure any ambiguity, omission, mistake, defect or inconsistency as certified by the Issuers;

(ii) to provide for uncertificated Securities of such series in addition to or in place of certificated Securities;

(iii) to comply with the covenant relating to mergers, consolidations and sales of assets;

(iv) to provide for the assumption of the Issuers' or any Guarantor's obligations to the Holders in a transaction that complies with this Indenture;

(v) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under this Indenture of any such Holder;

(vi) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuers or any Guarantor;

(vii) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act;

(viii) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee thereunder pursuant to the requirements thereof;

(ix) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;

(x) to add a Guarantor under this Indenture or to release a Guarantor in accordance with the terms of this Indenture and to provide for any local law restrictions required by the jurisdiction of organization of such Guarantor;

(xi) to conform the text of this Indenture, the Guarantees or the Securities to any provision of the Offering Circular under the caption "*Description of Notes*" to the extent that such provision in the "*Description of Notes*" was intended to be a verbatim recitation of a provision of this Indenture, the Guarantees or the Securities as certified by the Issuers;

(xii) to make certain changes to this Indenture to provide for the issuance of Additional Securities; or

(xiii) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Securities as permitted by this Indenture, including, without limitation to facilitate the issuance of the Securities and administration of this Indenture; *provided*, *however*, that (i) compliance with this Indenture as so amended would not result in Securities being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Securities.

After an amendment under this Section 9.01 becomes effective, the Issuers shall send to the Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.01.

SECTION 9.02 With Consent of the Holders. Notwithstanding Section 9.01 of this Indenture, the Issuers, the Guarantors and the Trustee may amend or supplement this Indenture, the Securities or the Guarantees with the written consent of the Holders of at least a majority in principal amount of the Securities then outstanding voting as a single class (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Securities), and, subject to Sections 6.04 and 6.07, any past or existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Securities, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Securities or the Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Securities (including Additional Securities, if any) voting as a single class (including consents obtained in connection with the purchase of, or tender offer or exchange offer for, the Securities). Section 2.09 and Section 11.06 shall determine which Securities are considered to be "outstanding" for the purposes of this Section 9.02. However, without the consent of each Holder of an outstanding Security affected, an amendment or waiver may not, with respect to any Securities held by a non-consenting Holder:

(i) reduce the principal amount of such Securities whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the principal of or change the fixed final maturity of any such Security or alter or waive the provisions with respect to the redemption of such Securities (other than provisions relating to Sections 4.06 and 4.08);

(iii) reduce the rate of or change the time for payment of interest on any Security;

(iv) waive a Default in the payment of principal of or premium, if any, or interest on the Securities, except a rescission of acceleration of the Securities by the Holders of at least a majority in aggregate principal amount of the Securities and a waiver of the payment default that resulted from such acceleration, or in respect of a covenant or provision contained in this Indenture or any Guarantee which cannot be amended or modified without the consent of all affected Holders;

(v) make any Security payable in money other than that stated in such Security;

(vi) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Securities;

(vii) make any change to this Section 9.02;

(viii) impair the right of any Holder to receive payment of principal of, premium, if any, and interest on such Holder's Securities on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Securities;

(ix) make any change to or modify the ranking of the Securities that would materially adversely affect the Holders; or

(x) except as expressly permitted by this Indenture, modify the Guarantee of any Significant Subsidiary, or any group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company), would constitute a Significant Subsidiary, in any manner adverse to the Holders.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof.

After an amendment under this Section 9.02 becomes effective, the Issuers shall promptly send to the Holders a notice briefly describing such amendment. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.02.

SECTION 9.03 Compliance with Trust Indenture Act. From the date on which this Indenture is qualified under the Trust Indenture Act, every amendment, waiver or supplement to this Indenture or the Securities shall comply with the Trust Indenture Act as then in effect.

SECTION 9.04 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or a waiver by a Holder of a Security shall bind the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent or waiver is not made on the Security. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Security or portion of the Security if the Trustee receives written notice of revocation delivered in accordance with Section 11.02 before the date on which the Trustee receives an Officer's Certificate from the Issuers certifying that the requisite principal amount of Securities have consented. After an amendment or waiver becomes effective, it shall bind every Holder. An amendment or waiver becomes effective upon the (i) receipt by the Issuers or the Trustee of consents by the Holders of the requisite principal amount of securities, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment or waiver and (iii) execution of such amendment or waiver (or supplemental indenture) by the Issuers and the Trustee.

(b) The Issuers may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding Section 9.04(a), those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.05 Notation on or Exchange of Securities. If an amendment, supplement or waiver changes the terms of a Security, the Issuers may require the Holder to deliver it to the Trustee. The Trustee, at the direction of the Issuers, may place a notation on the Security regarding the changed terms and return it to the Holder. Alternatively, if the Issuers so determine, the Issuers in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms. Failure to make a notation or to issue a new Security shall not affect the validity of such amendment, supplement or waiver.

SECTION 9.06 Trustee to Sign Amendments. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article 9 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver the Trustee shall receive indemnity reasonably satisfactory to it and shall be provided with, and (subject to Section 7.01) shall be fully protected in conclusively relying upon, an Officer's Certificate of the Issuers and an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuers and the Guarantors, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03).

SECTION 9.07 [Reserved].

SECTION 9.08 Additional Voting Terms; Calculation of Principal Amount. Except as otherwise set forth herein, all Securities issued under this Indenture shall vote and consent separately on all matters as to which any of such Securities may vote. Determinations as to whether Holders of the requisite aggregate principal amount of Securities have concurred in any direction, waiver or consent shall be made in accordance with this Article 9 and Section 2.14.

ARTICLE 10

GUARANTEES

SECTION 10.01 Guarantees.

(a) Each Guarantor hereby jointly and severally, irrevocably and unconditionally guarantees on an unsecured basis, as a primary obligor and not merely as a surety, to each Holder and the Trustee and their successors and assigns (i) the full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Issuers under this Indenture (including obligations to the Trustee) and the Securities, whether for payment of principal of, premium, if any, or interest on, if any, the Securities and all other monetary obligations of the Issuers under this Indenture and the Securities and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Issuers whether for fees, expenses, indemnification or otherwise under this Indenture and the Securities, on the terms set forth in this Indenture by executing this Indenture (all the foregoing being hereinafter collectively called the "*Guaranteed Obligations*").

Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Guarantor, and that each such Guarantor shall remain bound under this Article 10 notwithstanding any extension or renewal of any Guaranteed Obligation.

(b) Each Guarantor waives presentation to, demand of payment from and protest to the Issuers of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Securities or the Guaranteed Obligations.

(c) Each Guarantor further agrees that its Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(d) Except as expressly set forth in Sections 8.01(b), 10.02 and 10.06, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise.

(e) Subject to Section 10.02 hereof, each Guarantor agrees that its Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Issuers or otherwise.

(f) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Guarantor by virtue hereof, upon the failure of an Issuer to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Trustee an amount equal to the sum of (i) the unpaid principal amount of such Guaranteed Obligations, (ii) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by applicable law) and (iii) all other monetary obligations of the Issuers to the Trustee.

(g) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Trustee in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Guarantor further agrees that, as between it, on the one hand, and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of any Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article 6, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Guarantor for the purposes of this Section 10.01.

(h) Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

Each Guarantor shall promptly execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 10.02 Limitation on Liability. Each Subsidiary Guarantor, and by its acceptance of Securities, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Subsidiary Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Subsidiary Guarantors hereby irrevocably agree that, any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by any Subsidiary Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. Each Subsidiary Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed Obligations under this Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor's *pro rata* portion of such payment based on the respective net assets of all the Subsidiary Guarantors at the time of such payment determined in accordance with GAAP.

SECTION 10.03 Releases.

(a) A Guarantee as to any Subsidiary Guarantor shall be automatically and unconditionally released and discharged upon:

(i) (a) any sale, exchange, disposition or transfer (including through consolidation, merger or otherwise) of (x) the Capital Stock of such Subsidiary Guarantor, after which such Subsidiary Guarantor is no longer a Restricted Subsidiary, or (y) all or substantially all the assets of such Subsidiary Guarantor, which sale, exchange, disposition or transfer in each case is made in compliance with Section 4.06(a)(i) and (ii); (b) the release, discharge or termination of the guarantee by such Subsidiary Guarantor of the Senior Credit Facilities, except a release, discharge or termination by or as a result of payment under such guarantee; (c) the permitted designation of any Restricted Subsidiary that is a Subsidiary Guarantor as an Unrestricted Subsidiary; (d) upon the consolidation or merger of any Subsidiary Guarantor with and into an Issuer or another Subsidiary Guarantor that is the surviving Person in such consolidation or merger, or upon the liquidation of such Subsidiary Guarantor following the transfer of all of its assets to an Issuer or another Subsidiary Guarantor; or (e) the Issuers exercising their legal defeasance option or covenant defeasance option as described under Article 8 or the Issuers' obligations under this Indenture being discharged in accordance with the terms of this Indenture; and

(ii) the Issuers delivering to the Trustee an Officer's Certificate of such Guarantor or the Issuers and an Opinion of Counsel, each stating that all conditions precedent provided for in this Indenture relating to such transaction have been complied with.

SECTION 10.04 Successors and Assigns. This Article 10 shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Securities shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 10.05 No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article 10 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 10 at law, in equity, by statute or otherwise.

SECTION 10.06 Modification. No modification, amendment or waiver of any provision of this Article 10, nor the consent to any departure by any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle such Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 10.07 Execution of Supplemental Indenture for Future Guarantors. Each Restricted Subsidiary which is required to become a Guarantor pursuant to Section 4.11 shall promptly execute and deliver to the Trustee a supplemental indenture in the form of Exhibit C pursuant to which such Subsidiary or other Person shall become a Guarantor under this Article 10 and shall guarantee the Guaranteed Obligations. Concurrently with the execution and delivery of such supplemental indenture, the Issuers shall deliver to the Trustee an Opinion of Counsel and an Officer's Certificate of the Issuers to the effect that such supplemental indenture has been duly authorized, executed and delivered by such Restricted Subsidiary and that, subject to the application of bankruptcy, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws relating to creditors' rights generally and to the principles of equity, whether considered in a proceeding at law or in equity, the Guarantee of such Guarantor is a valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms.

SECTION 10.08 Non-Impairment. The failure to endorse a Guarantee on any Security shall not affect or impair the validity thereof.

SECTION 10.09 Benefits Acknowledged. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

ARTICLE 11

MISCELLANEOUS

SECTION 11.01 Trust Indenture Act Controls. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with the duties imposed by, or with another provision (an "*incorporated provision*") included in this Indenture by operation of, Sections 310 to 318 of the Trust Indenture Act, inclusive, such imposed duties or incorporated provision shall control.

SECTION 11.02 Notices.

(a) Any notice or communication by the Issuers, any Guarantor or the Trustee to the others is duly given if in writing and delivered in person, via facsimile, mailed by first-class mail (registered or certified, return receipt requested) or overnight air courier guaranteeing next day delivery, to the addressed as follows:

if to the Issuers or a Guarantor:

Eco Services Operations LLC
8 Cedarbrook Drive
Cranbury, New Jersey 08512
Attention: Director of Finance
Facsimile: (609) 860-5448

With a copy to (which copy shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Heather Emmel, Esq.
Facsimile: (212) 310-8007

if to the Trustee:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attention: Corporate Client Services
Facsimile: (302) 636-4149

The Issuers, any Guarantor or the Trustee by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five (5) Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

(b) Any notice or communication mailed to a Holder shall be delivered electronically or mailed, first class mail (certified or registered, return receipt requested), by overnight air courier guaranteeing next day delivery or emailed to the Holder at the Holder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed or sent within the time prescribed.

(c) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Notwithstanding any other provision of this Indenture or any Security, where this Indenture or any Security provides for notice of any event (including any notice of redemption) to a Holder of a Global Security (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for such Security (or its designee) pursuant to the standing instructions from the Depositary (or its designee), including by electronic mail in accordance with accepted practices at the Depositary.

Notwithstanding the foregoing, any notices or communications given to the Trustee shall be deemed effective only upon receipt by the Trustee at its Corporate Trust Office.

The Trustee shall have the right, but shall not be required, to rely upon and comply with instructions and directions sent bye-mail, facsimile and other similar unsecured electronic methods believed by it to be genuine by persons believed by the Trustee to be authorized to give instructions and directions on behalf of the Issuers or any Holder. The Issuers agree to assume all risks arising out of interception and misuse by third-parties of such instructions or directions sent by e-mail, facsimile or other similar unsecured electronic methods.

SECTION 11.03 Communication by the Holders with Other Holders. The Holders may communicate pursuant to Section 312(b) of the Trust Indenture Act with other Holders with respect to their rights under this Indenture or the Securities. The Issuers, the Guarantors, the Trustee, the Registrar and other Persons shall have the protection of Section 312(c) of the Trust Indenture Act.

SECTION 11.04 Certificate and Opinion as to Conditions Precedent. Upon any request or application by an Issuer or any Guarantor to the Trustee to take or refrain from taking any action under this Indenture, such Issuer or such Guarantor shall furnish to the Trustee:

(a) an Officer's Certificate in form reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 11.05 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture (other than pursuant to Section 4.09) shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an officer's certificate as to matters of fact); and

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with;*provided*, *however*, that with respect to matters of fact an Opinion of Counsel may rely on an Officer's Certificate or certificates of public officials.

SECTION 11.06 When Securities Disregarded. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by an Issuer, any Guarantor or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuers or any Guarantor shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded. Securities so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to the Securities and that the pledgee is not an Issuer, any Guarantor or any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuers or any Guarantor. Subject to the foregoing, only Securities outstanding at the time shall be considered in any such determination.

SECTION 11.07 Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of the Holders. The Registrar and a Paying Agent may make reasonable rules for their functions.

SECTION 11.08 Legal Holidays. If a payment date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such payment date if it were a Business Day for the intervening period. If a regular record date is not a Business Day, the record date shall not be affected.

SECTION 11.09 GOVERNING LAW; WAIVER OF JURY TRIAL. THIS INDENTURE AND THE SECURITIES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE), WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE ISSUERS, THE GUARANTORS AND THE TRUSTEE, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 11.10 No Recourse Against Others. No past, present or future director, officer, employee, manager, incorporator, member, partner or stockholder of an Issuer or any Guarantor or any of their Subsidiaries or direct or indirect parent companies shall have any liability for any obligations of an Issuer or any Guarantor under the Securities, the Guarantees or this Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities.

SECTION 11.11 Successors. All agreements of each Issuer and each Guarantor in this Indenture and the Securities shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 11.12 Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or email (in PDF format or otherwise) transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or email (in PDF format or otherwise) shall be deemed to be their original signatures for all purposes.

SECTION 11.13 Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part of this Indenture and shall not modify or restrict any of the terms or provisions of this Indenture.

SECTION 11.14 Indenture Controls. If and to the extent that any provision of the Securities limits, qualifies or conflicts with a provision of this Indenture, such provision of this Indenture shall control.

SECTION 11.15 Severability. In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 11.16 Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 11.17 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee.

SECTION 11.18 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

Very truly yours,

ECO SERVICES OPERATIONS, LLC
as an Issuer

By: /s/ Mark McFadden
Name: Mark McFadden
Title: Vice President and Secretary

ECO FINANCE CORP.
as Co-Issuer

By: /s/ Mark McFadden
Name: Mark McFadden
Title: Vice President and Secretary

[Signature Page to Indenture]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: /s/ Joshua C. Jones
Name: Joshua C. Jones
Title: Assistant Vice President

[Signature Page to Indenture]

PROVISIONS RELATING TO ORIGINAL SECURITIES AND ADDITIONAL SECURITIES

1. Definitions.

1.1 Definitions.

For the purposes of this Appendix A the following terms shall have the meanings indicated below:

"Definitive Security" means a certificated Security (bearing the Restricted Securities Legend if the transfer of such Security is restricted by applicable law) that does not include the Global Securities Legend.

"Depository" means The Depository Trust Company, its nominees and their respective successors.

"Global Securities Legend" means the legend set forth under that caption in the applicable Exhibit to this Indenture.

"IAI" means an institutional "accredited investor" as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Initial Purchasers" means Credit Suisse Securities (USA) LLC, Jefferies LLC, Citigroup Global Markets Inc. and KeyBanc Capital Markets Inc. as initial purchasers under the Purchase Agreement entered into in connection with the offer and sale of the Securities.

"Purchase Agreement" means (a) the Purchase Agreement dated October 9, 2014, among the Company, theCo-Issuer and the representatives of the Initial Purchasers and (b) any other similar Purchase Agreement relating to Additional Securities.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Securities" means all Securities offered and sold outside the United States in reliance on Regulation S.

"Restricted Global Security" means Global Securities and any other Securities that bear or are required to bear or are subject to the Restricted Securities Legend.

"Restricted Period," with respect to any Securities, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Securities are first offered to persons other than distributors (as defined in Regulation S under the Securities Act) in reliance on Regulation S, notice of which day shall be promptly given by the Issuers to the Trustee, and (b) the Issue Date, and with respect to any Additional Securities that are Transfer Restricted Securities, it means the comparable period of 40 consecutive days.

"Restricted Securities Legend" means the legend set forth in Section 2.2(f)(i) herein.

"Rule 144A" means Rule 144A under the Securities Act.

"Rule 144A Securities" means all Securities offered and sold to QIBs in reliance on Rule 144A.

"Rule 501" means Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Securities Custodian" means the custodian with respect to a Global Security (as appointed by the Depository) or any successor person thereto, who shall initially be the Trustee.

"Transfer Restricted Securities" means Definitive Securities and any other Securities that bear or are required to bear or are subject to the Restricted Securities Legend.

"Unrestricted Definitive Security" means Definitive Securities and any other Securities that are not required to bear, or are not subject to, the Restricted Securities Legend.

"Unrestricted Global Security" means Global Securities and any other Securities that are not required to bear, or are not subject to, the Restricted Securities Legend.

1.2 Other Definitions.

Term:	Defined in Section:
Agent Members	2.1(b)
Clearstream	2.1(b)
Euroclear	2.1(b)
Global Securities	2.1(b)
Regulation S Global Securities	2.1(b)
Regulation S Permanent Global Security	2.1(b)
Regulation S Temporary Global Security	2.1(b)
Rule 144A Global Securities	2.1(b)

2. The Securities.

2.1 Form and Dating; Global Securities.

(a) The Original Securities issued on the date hereof will be (i) offered and sold by the Issuers pursuant to the Purchase Agreement and (ii) resold, initially only to (1) QIBs in reliance on Rule 144A and (2) Persons other than U.S. Persons (as defined in Regulation S) in reliance on Regulation S. Such Securities may thereafter be transferred to, among others, QIBs, purchasers in reliance on Regulation S and, except as set forth below, IAIs in accordance with Rule 501. Additional Securities offered after the date hereof may be offered and sold by the Issuers from time to time pursuant to one or more purchase agreements in accordance with applicable law.

(b) Global Securities. (i) Rule 144A Securities initially shall be represented by one or more Securities in definitive, fully registered, global form without interest coupons (collectively, the "Rule 144A Global Securities").

Regulation S Securities initially shall be represented by one or more Securities in fully registered, global form without interest coupons (collectively, the "Regulation S Temporary Global Security" and, together with the Regulation S Permanent Global Security (defined below), the "Regulation S Global Securities"), which shall be registered in the name of the Depository or the nominee of the Depository for the accounts of designated agents holding on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear system ("Euroclear") or Clearstream Banking, Société Anonyme ("Clearstream").

Following the termination of the Restricted Period, beneficial interests in the Regulation S Temporary Global Security shall be exchanged for beneficial interests in a permanent Global Security (the "Regulation S Permanent Global Security") pursuant to the applicable procedures of the Depository. Simultaneously with the authentication of the Regulation S Permanent Global Security, the Trustee shall cancel the Regulation S Temporary Global Security. The aggregate principal amount of the Regulation S Temporary Global Security and the Regulation S Permanent Global Security may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Temporary Global Security and the Regulation S Permanent Global Security that are held by Participants through Euroclear or Clearstream.

The term "Global Securities" means the Rule 144A Global Securities and the Regulation S Global Securities. The Global Securities shall bear the Global Security Legend. The Global Securities initially shall (i) be registered in the name of the Depository or the nominee of such Depository, in each case for credit to an account of an Agent Member, (ii) be delivered to the Trustee as custodian for such Depository and (iii) bear the Restricted Securities Legend.

Members of, or direct or indirect participants in, the Depository ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depository, or the Trustee as its custodian, or under the Global Securities. The Depository may be treated by the Issuers, the Trustee and any agent of the Issuers or the Trustee as the absolute owner of the Global Securities for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuers, the Trustee or any agent of the Issuers or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository, or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Security.

(ii) Transfers of Global Securities shall be limited to transfer in whole, but not in part, to the Depository, its successors or their respective nominees. Interests of beneficial owners in the Global Securities may be transferred or exchanged for Definitive Securities only in

accordance with the applicable rules and procedures of the Depository and the provisions of Section 2.2. In addition, a Global Security shall be exchangeable for Definitive Securities if (x) the Depository (1) notifies the Issuers that it is unwilling or unable to continue as depository for such Global Security and the Issuers thereupon fail to appoint a successor depository within 90 days or (2) has ceased to be a clearing agency registered under the Exchange Act, (y) the Issuers, at their option, notify the Trustee that they elect to cause the issuance of Definitive Securities or (z) there shall have occurred and be continuing an Event of Default with respect to such Global Security and the Depositary shall have requested such exchange; *provided* that in no event shall the Regulation S Temporary Global Security be exchanged by the Issuers for Definitive Securities prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act. In all cases, Definitive Securities delivered in exchange for any Global Security or beneficial interests therein shall be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depository in accordance with its customary procedures.

(iii) In connection with the transfer of a Global Security as an entirety to beneficial owners pursuant to subsection (i) of this Section 2.1(b), such Global Security shall be deemed to be surrendered to the Trustee for cancellation, and the Issuers shall execute, and the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depository in writing in exchange for its beneficial interest in such Global Security, an equal aggregate principal amount of Definitive Securities of authorized denominations.

(iv) Any Transfer Restricted Security delivered in exchange for an interest in a Global Security pursuant to Section 2.2 shall, except as otherwise provided in Section 2.2, bear the Restricted Securities Legend.

(v) Notwithstanding the foregoing, through the Restricted Period, a beneficial interest in such Regulation S Global Security may be held only through Euroclear or Clearstream unless delivery is made in accordance with the applicable provisions of Section 2.2.

(vi) The Holder of any Global Security may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Securities.

2.2 Transfer and Exchange.

(a) Transfer and Exchange of Global Securities. A Global Security may not be transferred as a whole except as set forth in Section 2.1(b). Global Securities will not be exchanged by the Issuers for Definitive Securities except under the circumstances described in Section 2.1(b)(ii). Global Securities also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.08 of this Indenture. Beneficial interests in a Global Security may be transferred and exchanged as provided in Section 2.2(b), 2.2(c) or 2.2(g).

(b) Transfer and Exchange of Beneficial Interests in Global Securities. The transfer and exchange of beneficial interests in the Global Securities shall be effected through the Depository, in accordance with the provisions of this Indenture and the applicable rules and procedures of the Depository. Beneficial interests in Restricted Global Securities shall be subject

to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Beneficial interests in Global Securities shall be transferred or exchanged only for beneficial interests in Global Securities. Transfers and exchanges of beneficial interests in the Global Securities also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Security. Beneficial interests in any Restricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Security in accordance with the transfer restrictions set forth in the Restricted Securities Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Regulation S Global Security may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). A beneficial interest in an Unrestricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.2(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Securities. In connection with all transfers and exchanges of beneficial interests in any Global Security that is not subject to Section 2.2(b)(i), the transferor of such beneficial interest must deliver to the Registrar (1) a written order from an Agent Member given to the Depository in accordance with the applicable rules and procedures of the Depository directing the Depository to credit or cause to be credited a beneficial interest in another Global Security in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the applicable rules and procedures of the Depository containing information regarding the Agent Member account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Securities contained in this Indenture and the Securities or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Security pursuant to Section 2.2(g).

(iii) Transfer of Beneficial Interests to Another Restricted Global Security. A beneficial interest in a Transfer Restricted Global Security may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Transfer Restricted Global Security if the transfer complies with the requirements of Section 2.2(b)(ii) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a Rule 144A Global Security, then the transferor must deliver a certificate in the form attached to the applicable Security; and

(B) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Security, then the transferor must deliver a certificate in the form attached to the applicable Security.

(iv) Transfer and Exchange of Beneficial Interests in a Transfer Restricted Global Security for Beneficial Interests in an Unrestricted Global SecurityA beneficial interest in a Transfer Restricted Global Security may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Security or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security if the exchange or transfer complies with the requirements of Section 2.2(b)(ii) above and the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Security proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form attached to the applicable Security; or

(2) if the holder of such beneficial interest in a Restricted Global Security proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form attached to the applicable Security,

and, in each such case, if the Issuers so request or if the applicable rules and procedures of the Depository so require, an Opinion of Counsel in form reasonably acceptable to the Issuers to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act. If any such transfer or exchange is effected pursuant to this subparagraph (iv) at a time when an Unrestricted Global Security has not yet been issued, the Issuers shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred or exchanged pursuant to this subparagraph (iv).

(v) Transfer and Exchange of Beneficial Interests in an Unrestricted Global Security for Beneficial Interests in a Restricted Global SecurityBeneficial interests in an Unrestricted Global Security cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Security.

(c) Transfer and Exchange of Beneficial Interests in Global Securities for Definitive Securities A beneficial interest in a Global Security may not be exchanged for a Definitive Security except under the circumstances described in Section 2.1(b)(ii). A beneficial interest in a Global Security may not be transferred to a Person who takes delivery thereof in the form of a Definitive Security except under the circumstances described in Section 2.1(b)(ii). In any case, beneficial interests in Global Securities shall be transferred or exchanged only for Definitive Securities.

(d) Transfer and Exchange of Definitive Securities for Beneficial Interests in Global Securities Transfers and exchanges of beneficial interests in the Global Securities also shall require compliance with either subparagraph (i), (ii), (iii) or (iv) below, as applicable:

(i) Transfer Restricted Securities to Beneficial Interests in Restricted Global Securities If any Holder of a Transfer Restricted Security proposes to exchange such Transfer Restricted Security for a beneficial interest in a Restricted Global Security or to transfer such Transfer Restricted Security to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Security, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Transfer Restricted Security proposes to exchange such Transfer Restricted Security for a beneficial interest in a Restricted Global Security, a certificate from such Holder in the form attached to the applicable Security;

(B) if such Transfer Restricted Security is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A under the Securities Act, a certificate from such Holder in the form attached to the applicable Security;

(C) if such Transfer Restricted Security is being transferred to aNon-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate from such Holder in the form attached to the applicable Security;

(D) if such Transfer Restricted Security is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate from such Holder in the form attached to the applicable Security;

(E) if such Transfer Restricted Security is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate from such Holder in the form attached to the applicable Security, including the certifications, certificates and Opinion of Counsel, if applicable; or

(F) if such Transfer Restricted Security is being transferred to the Issuers or a Subsidiary thereof, a certificate from such Holder in the form attached to the applicable Security;

the Trustee shall cancel the Transfer Restricted Security, and increase or cause to be increased the aggregate principal amount of the appropriate Restricted Global Security.

(ii) Transfer Restricted Securities to Beneficial Interests in Unrestricted Global Securities A Holder of a Transfer Restricted Security may exchange such Transfer Restricted Definitive Security for a beneficial interest in an Unrestricted Global Security or transfer such Transfer Restricted Security to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security only if the Registrar receives the following:

(1) if the Holder of such Transfer Restricted Security proposes to exchange such Transfer Restricted Security for a beneficial interest in an Unrestricted Global Security, a certificate from such Holder in the form attached to the applicable Security; or

(2) if the Holder of such Transfer Restricted Securities proposes to transfer such Transfer Restricted Security to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security, a certificate from such Holder in the form attached to the applicable Security,

and, in each such case, if the Issuers so request or if the applicable rules and procedures of the Depository so require, an Opinion of Counsel in form reasonably acceptable to the Issuers to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act. Upon satisfaction of the conditions of this subparagraph (ii), the Trustee shall cancel the Transfer Restricted Securities and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Security. If any such transfer or exchange is effected pursuant to this subparagraph (ii) at a time when an Unrestricted Global Security has not yet been issued, the Issuers shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of Transfer Restricted Securities transferred or exchanged pursuant to this subparagraph (ii).

(iii) Unrestricted Definitive Securities to Beneficial Interests in Unrestricted Global Securities A Holder of an Unrestricted Definitive Security may exchange such Unrestricted Definitive Security for a beneficial interest in an Unrestricted Global Security or transfer such Unrestricted Definitive Security to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Security and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Securities. If any such transfer or exchange is effected pursuant to this subparagraph (iii) at a time when an Unrestricted Global Security has not yet been issued, the Issuers shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of Unrestricted Definitive Securities transferred or exchanged pursuant to this subparagraph (iii).

(iv) Unrestricted Definitive Securities to Beneficial Interests in Restricted Global Securities An Unrestricted Definitive Security cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a beneficial interest in a Restricted Global Security.

(e) Transfer and Exchange of Definitive Securities for Definitive Securities. Upon request by a Holder of Definitive Securities and such Holder's compliance with the provisions of this Section 2.2(e), the Registrar shall register the transfer or exchange of Definitive Securities.

Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Securities duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.2(e).

(i) Transfer Restricted Securities to Transfer Restricted Securities. A Transfer Restricted Security may be transferred to and registered in the name of a Person who takes delivery thereof in the form of a Transfer Restricted Security if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Security;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Security;

(C) if the transfer will be made pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate in the form attached to the applicable Security;

(D) if the transfer will be made to an IAI in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (A) through (C) above, a certificate in the form attached to the applicable Security; and

(E) if such transfer will be made to the Issuers or a Subsidiary thereof, a certificate in the form attached to the applicable Security.

(ii) Transfer Restricted Securities to Unrestricted Definitive Securities. Any Transfer Restricted Security may be exchanged by the Holder thereof for an Unrestricted Definitive Security or transferred to a Person who takes delivery thereof in the form of an Unrestricted Definitive Security only if the Registrar receives the following:

(A) if the Holder of such Transfer Restricted Security proposes to exchange such Transfer Restricted Security for an Unrestricted Definitive Security, a certificate from such Holder in the form attached to the applicable Security; or

(B) if the Holder of such Transfer Restricted Security proposes to transfer such Securities to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Security, a certificate from such Holder in the form attached to the applicable Security,

and, in each such case, if the Issuers so request, an Opinion of Counsel in form reasonably acceptable to the Issuers to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Securities Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Definitive Securities to Unrestricted Definitive Securities. A Holder of an Unrestricted Definitive Security may transfer such Unrestricted Definitive Securities to a Person who takes delivery thereof in the form of an Unrestricted Definitive Security at any time. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Securities pursuant to the instructions from the Holder thereof.

(iv) Unrestricted Definitive Securities to Transfer Restricted Securities. An Unrestricted Definitive Security cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a Transfer Restricted Security.

At such time as all beneficial interests in a particular Global Security have been exchanged for Definitive Securities or a particular Global Security has been redeemed, repurchased or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Definitive Securities, the principal amount of Securities represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, such other Global Security shall be increased accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(c) Legend.

(i) Except as permitted by the following paragraph (ii), each Security certificate evidencing the Global Securities and the Definitive Securities (and all Securities issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only):

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), IT IS NOT A U.S. PERSON AND IS ACQUIRING

THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT OR (C) IT IS AN ACCREDITED INVESTOR (AS DEFINED IN RULE 501(a)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT (AN "ACCREDITED INVESTOR")), (2) AGREES THAT IT WILL NOT WITHIN ONE YEAR AFTER THE ORIGINAL ISSUANCE OF THIS SECURITY RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) INSIDE THE UNITED STATES TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES (OR HAS FURNISHED ON ITS BEHALF BY A U.S. BROKER-DEALER) TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE FOR THIS SECURITY), (D) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT (IF AVAILABLE), (E) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (F) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE COMPANY SO REQUESTS), OR (G) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS SECURITY WITHIN ONE YEAR AFTER THE ORIGINAL ISSUANCE OF THIS SECURITY, IF THE PROPOSED TRANSFEREE IS AN ACCREDITED INVESTOR, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE AND THE ISSUERS SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS ANY OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANING GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

BY ITS PURCHASE OR ACQUISITION OF THIS NOTE, THE HOLDER REPRESENTS AND AGREES THAT (1) IT IS NOT AND WILL NOT BE ACQUIRING THE NOTE FOR OR ON BEHALF OF ANY PERSON WHO IS OR WILL BE (OR IS OR WILL BE DEEMED FOR PURPOSES OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") TO BE) (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED UNDER SECTION 3(3) OF ERISA), (B) A PLAN SUBJECT TO SECTION 4975 OF THE CODE OR PROVISIONS UNDER APPLICABLE FEDERAL, STATE, LOCAL,

NON¬U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR (C) AN ENTITY, THE UNDERLYING ASSETS OF WHICH ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN SUCH ENTITY; OR (2) THE PURCHASE AND HOLDING OF THIS NOTE DOES NOT AND WILL NOT CONSTITUTE OR INVOLVE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IF APPLICABLE, A VIOLATION OF SIMILAR LAWS."

Each Temporary Regulation S Security shall bear the following additional legend:

"THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

Each Global Security shall bear the following additional legends:

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

"TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(ii) Upon any sale or transfer of a Transfer Restricted Security that is a Definitive Security, the Registrar shall permit the Holder thereof to exchange such Transfer Restricted Security for a Definitive Security that does not bear the legends set forth above and rescind any restriction on the transfer of such Transfer Restricted Security if the Holder certifies in writing to the Registrar that its request for such exchange was made in reliance on Rule 144 (such certification to be in the form set forth on the reverse of the Security).

(iii) Upon a sale or transfer after the expiration of the Restricted Period of any Security acquired pursuant to Regulation S, all requirements that such Security bear the Restricted Securities Legend shall cease to apply and the requirements requiring any such Security be issued in global form shall continue to apply.

(iv) Any Additional Securities sold in a registered offering shall not be required to bear the Restricted Securities Legend.

(g) Cancellation or Adjustment of Global Security. At such time as all beneficial interests in a particular Global Security have been exchanged for Definitive Securities or a particular Global Security has been redeemed, repurchased or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 of this Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Definitive Securities, the principal amount of Securities represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, such other Global Security shall be increased accordingly and an endorsement shall be made on such Global Security by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(h) Obligations with Respect to Transfers and Exchanges of Securities

(i) To permit registrations of transfers and exchanges, the Issuers shall execute and the Trustee shall authenticate, Definitive Securities and Global Securities at the Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 3.06, 4.06, 4.08 and 9.05 of this Indenture).

(iii) Prior to the due presentation for registration of transfer of any Security, the Issuers, the Trustee, a Paying Agent or the Registrar may deem and treat the person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Issuers, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(iv) All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Security, a member of, or a participant in the Depository or any other Person with respect to the accuracy of the records of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Securities or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to the Holders under the Securities shall be given or made only to the registered Holders (which shall be the Depository or its nominee in the case of a Global Security). The rights of beneficial owners in any Global Security shall be exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Trustee may conclusively rely and shall be fully protected in so relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depository participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

EXHIBIT A

[FORM OF FACE OF SECURITY]

[Global Securities Legend]

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

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Securities Legend]

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT OR (C) IT IS AN ACCREDITED INVESTOR (AS DEFINED IN RULE 501(a)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT (AN "ACCREDITED INVESTOR")),(2) AGREES THAT IT WILL NOT WITHIN ONE YEAR AFTER THE ORIGINAL ISSUANCE OF THIS SECURITY RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) INSIDE THE UNITED STATES TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES (OR HAS FURNISHED ON ITS BEHALF BY A U.S. BROKER-DEALER) TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY (THE FORM OF WHICH LETTER CAN BE OBTAINED

FROM THE TRUSTEE FOR THIS SECURITY), (D) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT (IF AVAILABLE), (E) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (F) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE COMPANY SO REQUESTS), OR (G) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS SECURITY WITHIN ONE YEAR AFTER THE ORIGINAL ISSUANCE OF THIS SECURITY, IF THE PROPOSED TRANSFEREE IS AN ACCREDITED INVESTOR, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE AND THE ISSUERS SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS ANY OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANING GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

BY ITS PURCHASE OR ACQUISITION OF THIS NOTE, THE HOLDER REPRESENTS AND AGREES THAT (1) IT IS NOT AND WILL NOT BE ACQUIRING THE NOTE FOR OR ON BEHALF OF ANY PERSON WHO IS OR WILL BE (OR IS OR WILL BE DEEMED FOR PURPOSES OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") TO BE) (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED UNDER SECTION 3(3) OF ERISA), (B) A PLAN SUBJECT TO SECTION 4975 OF THE CODE OR PROVISIONS UNDER APPLICABLE FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR (C) AN ENTITY, THE UNDERLYING ASSETS OF WHICH ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN SUCH ENTITY; OR (2) THE PURCHASE AND HOLDING OF THIS NOTE DOES NOT AND WILL NOT CONSTITUTE OR INVOLVE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IF APPLICABLE, A VIOLATION OF SIMILAR LAWS."

Each Temporary Regulation S Security shall bear the following additional legend:

"THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN

AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

[FORM OF SECURITY]

No. $_____

8.500% Senior Notes due 2022

CUSIP No._____
ISIN No. _____

ECO SERVICES OPERATIONS LLC, a Delaware limited liability company and ECO FINANCE CORP., a Delaware corporation, jointly and severally, promise to pay to Cede & Co., or registered assigns, the principal sum of Dollars [, as the same may be revised from time to time on the Schedule of Increases or Decreases in Global Security attached hereto,][1] on November 1, 2022.

Interest Payment Dates: May 1 and November 1

Record Dates: April 15 and October 15

Additional provisions of this Security are set forth on the other side of this Security.

1 Use the Schedule of Increases and Decreases language if Security is in Global Form.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

ECO SERVICES OPERATIONS LLC

By: _____
Name:
Title:

ECO FINANCE CORP.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee, certifies that this is one of
the Securities referred to in the Indenture.

By: _____
Authorized Signatory

Dated:

*/ If the Security is to be issued in global form, add the Global Securities Legend and the attachment from Exhibit A captioned "TO BE ATTACHED TO GLOBAL SECURITIES—SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY."

[FORM OF REVERSE SIDE OF SECURITY]

8.500% Senior Notes due 2022

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

ECO SERVICES OPERATIONS LLC, a Delaware limited liability company (the "Company") and ECO FINANCE CORP., a Delaware corporation (the "Co-Issuer" and together with the Company, the "Issuers"), promise to pay interest on the principal amount of this Security at the rate per annum shown above. The Issuers shall pay interest semiannually in arrears on May 1 and November 1 of each year, commencing May 1, 2015.[2] Interest on the Securities shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, October 24, 2014[3] until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Issuers shall pay interest on overdue principal at the rate borne by the Securities, and they shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuers shall pay interest on the Securities (except defaulted interest) to the Persons who are registered Holders at the close of business on the April 15 and October 15 next preceding the interest payment date (whether or not a Business Day). Holders must surrender Securities to the Paying Agent to collect principal payments. The Issuers shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Securities represented by a Global Security (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depositary. The Issuers shall make all payments in respect of a certificated Security (including principal, premium, if any, and interest) at the office of the Paying Agent, except that, at the option of the Issuers, payment of interest may be made through the Paying Agent by mailing a check to the registered address of each Holder thereof; *provided*, *however*, that payments on the Securities may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of Securities, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

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2 Note: With respect to the Original Securities.

3 Note: With respect to the Original Securities.

3. Paying Agent and Registrar

Initially, Wilmington Trust, National Association (the "Trustee"), will act as Paying Agent and Registrar. The Issuers may appoint and change any Paying Agent or Registrar without notice. The Issuers or any of their domestically incorporated Wholly-Owned Subsidiaries may act as Paying Agent or Registrar.

4. Indenture

The Issuers issued the Securities under an Indenture dated as of October 24, 2014 (the "Indenture"), among the Company, the Co-Issuer, the Guarantors party thereto from time to time and the Trustee. The terms of the Securities include those stated in the Indenture and those expressly made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Indenture (the "Trust Indenture Act"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Securities are subject to all terms and provisions of the Indenture, and the Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms and provisions.

The Securities are senior unsecured obligations of the Issuers. This Security is one of the Original Securities referred to in the Indenture. The Securities include the Original Securities and any Additional Securities. The Original Securities and any Additional Securities are treated as a single class of securities under the Indenture. The Indenture imposes certain limitations on the ability of the Company and its Restricted Subsidiaries to, among other things, make certain Investments and other Restricted Payments, pay dividends and other distributions, incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, issue or sell shares of capital stock of the Company and such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates, create or incur Liens and make Asset Sales. The Indenture also imposes limitations on the ability of the Company and each Guarantor to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

To guarantee the due and punctual payment of the principal and interest on the Securities and all other amounts payable by the Issuers under the Indenture and the Securities when and as the same shall be due and payable, whether at maturity, by acceleration or otherwise, according to the terms of the Securities and the Indenture, the Guarantors party to the Indenture from time to time will, jointly and severally, irrevocably and unconditionally guarantee the Guaranteed Obligations on a senior unsecured basis pursuant to the terms of the Indenture.

5. Redemption

Optional Redemption

Except as set forth in the following paragraphs, the Securities shall not be redeemable at the option of the Issuers prior to November 1, 2017.

(a) At any time prior to November 1, 2017, the Issuers may redeem all or a part of the Securities, at their option, at any time or from time to time, upon not less than 30 nor more than 60 days' prior notice mailed by first class mail to each Holder's registered address or otherwise delivered in accordance with the procedures of the Depositary, at a redemption price equal to 100% of the principal amount of the Securities redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but not including, the applicable redemption date (subject to the rights of Holders of record at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the redemption date).

(b) On and after November 1, 2017, the Issuers may redeem the Securities, at their option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' prior notice, mailed by first class mail to each Holder's registered address or otherwise delivered in accordance with the procedures of the Depositary, at the redemption prices (expressed as percentages of principal amount of the Securities to be redeemed) set forth below, plus accrued and unpaid interest thereon, if any, to, but not including, the applicable redemption date, subject to the right of Holders of record at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the redemption date, if redeemed during the twelve-month period beginning on November 1 of each of the years indicated below:

Year	Redemption Price
2017	104.250%
2018	102.125%
2019 and thereafter	100.000%

(c) In addition, until November 1, 2017, the Issuers may, at their option, on one or more occasions redeem up to 40% of the aggregate principal amount of the Securities (including any Additional Securities) at a redemption price equal to 108.500% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to, but not including, the applicable redemption date, subject to the right of Holders of record at the close of business on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the redemption date, with the net cash proceeds of one or more Equity Offerings; *provided*, that at least 50% of the sum of the aggregate principal amount of the Securities originally issued under the Indenture and any Additional Securities must remain outstanding immediately after the occurrence of each such redemption; *provided further*, that each such redemption shall occur within 90 days of the date of closing of each such Equity Offering upon not less than 30 nor more than 60 days' notice sent to each Holder of Securities being redeemed and otherwise in accordance with the procedures set forth in the Indenture.

(d) Notice of any redemption described above may be given prior to the completion of such Equity Offering, and any such redemption or notice may, at the Issuers' discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the relevant Equity Offering, other offering or other transaction or event. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and, if applicable, shall state that, in the Issuers' discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed.

Special Mandatory Redemption

If the Escrow Agent shall not have received the Officer's Certificate described in Section 4.15(b) of the Indenture, on or prior to January 30, 2015, or if the Company notifies the Escrow Agent in writing that it will not pursue the consummation of the Acquisition, or that the Transaction Agreement shall have been amended, modified or waived in a manner that would be materially adverse to the Company and its Subsidiaries (after giving effect to the Acquisition), taken as a whole, or to the Holders, as determined in good faith by the Company, the Escrow Agent shall, without the requirement of notice to or action by the Company, the Trustee or any other Person, release the Escrowed Property (including investment earnings) to the Trustee (the date of such termination, the "Escrow Termination Date") and the Trustee shall draw on the full amount of the Escrow Letter of Credit. On the day falling five (5) Business Days after the Escrow Termination Date (the "Special Mandatory Redemption Date"), the Securities will be redeemed (the "Special Mandatory Redemption") at a redemption price equal to 100% of the initial issue price plus accrued and unpaid interest to, but not including, the Special Mandatory Redemption Date. The Issuers shall deliver to the Trustee and DTC, no later than the date that is five (5) Business Days prior to the Special Mandatory Redemption Date, a redemption notice setting forth the Special Mandatory Redemption Date. Promptly after the Special Mandatory Redemption Date, the Trustee will pay to the Company any amount held in excess of the amount necessary to effect the Special Mandatory Redemption.

6. Sinking Fund

The Securities are not subject to any sinking fund.

7. Notice of Redemption

Notice of redemption pursuant to Paragraph 5 above will be mailed by first-class mail or otherwise delivered in accordance with the procedures of the Depositary, at least 30 days but not more than 60 days before the redemption date to each Holder of Securities to be redeemed at his, her or its registered address except that such notice of redemption may be mailed or otherwise delivered in accordance with the procedures of the Depositary at least five (5) Business Days prior to the redemption date if the redemption is occurring pursuant to the Special Mandatory Redemption provision set forth in Paragraph 5 above. Securities in denominations larger than $2,000 may be redeemed in part but only in whole multiples of $1,000. If money sufficient to pay the redemption price of and accrued and unpaid interest on all Securities (or portions thereof) to be redeemed on the redemption date is deposited with a Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date, interest ceases to accrue on such Securities (or such portions thereof) called for redemption.

8. Repurchase of Securities at the Option of the Holders upon Change of Control and Asset Sales

Upon the occurrence of a Change of Control, each Holder shall have the right, subject to certain conditions specified in the Indenture, to cause the Issuers to repurchase all or any part of such Holder's Securities at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of the Holders of record of the Securities at the close of business on the relevant record date to receive interest due on the relevant interest payment date), as provided in, and subject to the terms of, the Indenture.

In accordance with Section 4.06 of the Indenture, the Issuers will be required to offer to purchase Securities upon the occurrence of certain events.

9. Denominations; Transfer; Exchange

The Securities are in registered form, without coupons, in denominations of $2,000 and any integral multiple of $1,000. A Holder shall register the transfer of or exchange of Securities in accordance with the Indenture. Upon any registration of transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Securities selected for redemption (except, in the case of a Security to be redeemed in part, the portion of the Security not to be redeemed) or to transfer or exchange any Securities for a period of 15 days prior to the mailing of a notice of redemption of Securities to be redeemed.

10. Persons Deemed Owners

The registered Holder of this Security shall be treated as the owner of it for all purposes.

11. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee and a Paying Agent shall pay the money back to the Issuers at their written request unless an abandoned property law designates another Person. After any such payment, the Holders entitled to the money must look to the Issuers for payment as general creditors and the Trustee and a Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance

Subject to certain conditions and as set forth in the Indenture, the Issuers at any time may terminate some of or all of their obligations under the Securities and the Indenture if the Issuers deposit with the Trustee money or Government Securities for the payment of principal and interest on the Securities to redemption or maturity, as the case may be.

13. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture, or the Securities may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities (voting as a single class) and (ii) any past default or compliance with any provisions may be waived with the written consent of the Holders of at least a majority in principal amount of the outstanding Securities. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuers and the Trustee may amend the Indenture or the Securities (i) to cure any ambiguity, omission, mistake, defect or inconsistency as certified by the Issuers; (ii) to provide for uncertificated Securities of such series

in addition to or in place of certificated Securities; (iii) to comply with the covenant relating to mergers, consolidations and sales of assets; (iv) to provide for the assumption of the Issuers' or any Guarantor's obligations to the Holders in a transaction that complies with the Indenture; (v) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any such Holder; (vi) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuers or any Guarantor; (vii) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act; (viii) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee thereunder pursuant to the requirements thereof; (ix) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable; (x) to add a Guarantor under the Indenture or to release a Guarantor in accordance with the terms of the Indenture and to provide for any local law restrictions required by the jurisdiction of organization of such Guarantor; (xi) to conform the text of the Indenture, the Guarantees or the Securities to any provision of the Offering Circular under the caption "*Description of Notes*" to the extent that such provision in the "*Description of Notes*" was intended to be a verbatim recitation of a provision of the Indenture, the Guarantees or the Securities as certified by the Issuers; (xii) to make certain changes to the Indenture to provide for the issuance of Additional Securities; or (xiii) to make any amendment to the provisions of the Indenture relating to the transfer and legending of Securities as permitted by the Indenture, including, without limitation to facilitate the issuance of the Securities and administration of the Indenture; *provided*, *however*, that (i) compliance with the Indenture as so amended would not result in Securities being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Securities.

14. Defaults and Remedies

If an Event of Default (other than a Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of outstanding Securities by notice to the Issuers, may declare the principal of, premium, if any, interest and any other monetary obligations on all the Securities to be due and payable immediately. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company occurs, the principal of, premium, if any, and interest on all the Securities shall become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of outstanding Securities may rescind any such acceleration with respect to the Securities and its consequences.

If an Event of Default occurs and is continuing, the Trustee shall be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to it against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder may pursue any remedy with respect to the Indenture or the Securities unless (i) such Holder has previously given the Trustee written notice that an Event of Default is continuing, (ii) the Holders of at least 30% in principal amount

of the outstanding Securities have requested the Trustee, in writing, to pursue the remedy, (iii) such Holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense, (iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity and (v) the Holders of a majority in principal amount of the outstanding Securities have not given the Trustee a written direction inconsistent with such request within such 60-day period. Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Securities are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses that may be caused by taking or not taking such action.

The Issuers are required to deliver to the Trustee, annually, a certificate indicating whether the signer thereof knows of any Default that occurred during the previous year.

15. Trustee Dealings with the Issuers

Subject to certain limitations imposed by the Trust Indenture Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with and collect obligations owed to it by the Issuers or their Affiliates and may otherwise deal with the Issuers or their Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others

No past, present or future director, officer, employee, manager, incorporator, member, partner or stockholder of an Issuer or any Guarantor or any of their Subsidiaries or direct or indirect parent companies shall have any liability for any obligations of the Issuers or the Guarantors under the Securities, the Guarantees or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities. The waiver may not be effective to waive liabilities under the federal securities laws.

17. Authentication

This Security shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Security.

18. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. Governing Law

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

20. CUSIP Numbers; ISINs

The Issuers have caused CUSIP numbers and ISINs to be printed on the Securities and has directed the Trustee to use CUSIP numbers and ISINs in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder of Securities upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Security.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to:

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax identification No.)

and irrevocably appoint _____ as agent to transfer this Security on the books of the Issuers. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Security.

Signature Guarantee: _____ Signature of Signature Guarantee: _____

Date: _____

Signature must be guaranteed by a participant in
a recognized signature guaranty medallion program
or other signature guarantor program reasonably
acceptable to the Trustee

ECO SERVICES OPERATIONS LLC
8 Cedarbrook Drive
Cranbury, NJ 08512
Attention: Director of Finance
Facsimile: (609) 860-5448

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attention: Corporate Client Services
Facsimilie: (302) 636-4149

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFER RESTRICTED SECURITIES

This certificate relates to $ principal amount of Securities held in (check applicable space) book entry or definitive form by the undersigned.

The undersigned (check one box below):

☐ has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Security held by the Depository a Security or Securities in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Security (or the portion thereof indicated above);

☐ has requested the Trustee by written order to exchange or register the transfer of a Security or Securities.

In connection with any transfer of any of the Securities evidenced by this certificate occurring prior to the expiration of the period referred to in Rule 144(k) under the Securities Act, the undersigned confirms that such Securities are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) ☐ to the Issuers or subsidiary thereof; or

(2) ☐ to the Registrar for registration in the name of the Holder, without transfer; or

(3) ☐ inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or

(4) ☐ outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933 and such Security shall be held immediately after the transfer through Euroclear or Clearstream until the expiration of the Restricted Period (as defined in the Indenture); or

(5) ☐ to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933) that has furnished to the Trustee a signed letter containing certain representations and agreements in the form attached as Exhibit B to the Indenture; or

(6) ☐ pursuant to another available exemption from registration provided by Rule 144 under the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Securities evidenced by this certificate in the name of any Person other than the registered Holder thereof; *provided*, *however*, that if box (4), (5) or (6) is checked, the Issuers or the Trustee may require, prior to registering any such transfer of the Securities, such legal opinions, certifications and other information as the Issuers or the Trustee have reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933.

Date: _____ Your Signature: _____
Signature Guarantee: _____ Signature of Signature Guarantee:_____

Date: _____

Signature must be guaranteed by a participant ina recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee

TO BE COMPLETED BY PURCHASER IF (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Security for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuers as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: _____

_____
NOTICE: To be executed by an executive officer

[TO BE ATTACHED TO GLOBAL SECURITIES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The initial principal amount of this Global Security is $. The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Securities Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Issuers pursuant to Section 4.06 (Asset Sale Offer) or 4.08 (Change of Control Offer) of the Indenture, check the box:

Asset Sale ☐ Change of Control ☐

If you want to elect to have only part of this Security purchased by the Issuers pursuant to Section 4.06 (Asset Sale Offer) or 4.08 (Change of Control Offer) of the Indenture, state the amount ($2,000 or any integral multiple of $1,000):

$

Date: _____
Signature Guarantee: _____

Your Signature: _____
(Sign exactly as your name appears on the other side of this Security)

Signature Guarantee: _____

Signature must be guaranteed by a participant in
a recognized signature guaranty medallion program
or other signature guarantor program reasonably
acceptable to the Trustee

EXHIBIT B

[FORM OF]

TRANSFEREE LETTER OF REPRESENTATION

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Attention: Corporate Client Services
Facsimilie: (302) 636-4149

This certificate is delivered to request a transfer of $[ ] principal amount of the 8.500% Senior Notes due 2022 (the "Securities") of ECO SERVICES OPERATIONS LLC, a Delaware limited liability company (the "Company") and ECO FINANCE CORP., a Delaware corporation (the "Co-Issuer" and together with the Company, the "*Issuers*").

Upon transfer, the Securities would be registered in the name of the new beneficial owner as follows:

Name: _____
Address: _____
Taxpayer ID Number: _____

The undersigned represents and warrants to you that:

(1) We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the "Securities Act")), purchasing for our own account or for the account of such an institutional "accredited investor" at least $100,000 principal amount of the Securities, and we are acquiring the Securities not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Securities, and we invest in or purchase securities similar to the Securities in the normal course of our business. We, and any accounts for which we are acting, are each able to bear the economic risk of our or its investment.

(2) We understand that the Securities have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Securities to offer, sell or otherwise transfer such Securities prior to the date that is two years after the later of the date of original issue and the last date on which the Issuers or any affiliate of such Issuers was the owner of such Securities (or any predecessor thereto) (the "Resale Restriction Termination Date") only (a) in the United States to a person whom we reasonably believe is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A, (b) outside the United States in an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act, (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if

applicable) or (d) pursuant to an effective registration statement under the Securities Act, in each of cases (a) through (d) in accordance with any applicable securities laws of any state of the United States. In addition, we will, and each subsequent holder is required to, notify any purchaser of the Security evidenced hereby of the resale restrictions set forth above. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. If any resale or other transfer of the Securities is proposed to be made to an institutional "accredited investor" prior to the Resale Restriction Termination Date, the transferor shall deliver a letter from the transferee substantially in the form of this letter to the Issuers and the Trustee, which shall provide, among other things, that the transferee is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act and that it is acquiring such Securities for investment purposes and not for distribution in violation of the Securities Act. Each purchaser acknowledges that the Issuers and the Trustee reserve the right prior to the offer, sale or other transfer prior to the Resale Restriction Termination Date of the Securities pursuant to clause 2(b), 2(c) or 2(d) above to require the delivery of an opinion of counsel, certifications or other information satisfactory to the Issuers and the Trustee.

Dated: _____

TRANSFEREE: _____

By: _____

EXHIBIT C

[FORM OF SUPPLEMENTAL INDENTURE][4]

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of [ ], among the new guarantors named in the signature pages hereto (the "Guarantors"[5]) and Wilmington Trust, National Association, as trustee (the "Trustee") under the Indenture dated as of October 24, 2014 among ECO SERVICES OPERATIONS LLC, a Delaware limited liability company (the "Company") and ECO FINANCE CORP., a Delaware corporation (the "Co-Issuer" and together with the Company, the "Issuers") and the Trustee (as amended, supplemented or otherwise modified, the "Indenture").

W I T N E S S E T H :

WHEREAS the Issuers have heretofore executed and delivered to the Trustee the Indenture, providing initially for the issuance of $200,000,000 in aggregate principal amount of the Issuers' 8.500% Senior Notes due 2022 (the "Securities");

WHEREAS Sections 4.11 and 10.07 of the Indenture provide that under certain circumstances the Issuers are required to cause the Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the Guarantors shall unconditionally guarantee all the Issuers' Obligations under the Securities and the Indenture pursuant to a Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee and the Issuers are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantors, the Issuers and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined, except that the term "Holders" in this Guarantee shall refer to the term "Holders" as defined in the Indenture and the Trustee acting on behalf of and for the benefit of such Holders. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Guarantee. The Guarantors hereby, jointly and severally with all existing Guarantors (if any), irrevocably and unconditionally guarantee the Issuers' Obligations under the Securities and the Indenture on the terms and subject to the conditions set forth in the Indenture, including, but not limited to, Article 10 of the Indenture, and to be bound by all other applicable provisions of the Indenture and the Securities and to perform all of the obligations and agreements of a Guarantor under the Indenture.

4 May include any relevant local law restrictions.

5 It shall not be required that any existing guarantors be party to a supplemental indenture to add new guarantors.

3. Releases. A Guarantee as to any Guarantor shall terminate and be of no further force or effect and such Guarantor shall be deemed to be released from all obligations as provided in Section 10.03 of the Indenture.

4. Notices. All notices or other communications to the Guarantors shall be given as provided in Section 11.02 of the Indenture.

5. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended and supplemented hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

6. No Recourse Against Others. No past, present or future director, officer, employee, manager, incorporator, agent or holder of any Equity Interests in the Issuers or of the Guarantors or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuers and the Guarantors under the Securities, the Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities. The waiver may not be effective to waive liabilities under the federal securities laws.

7. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE NEW GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

8. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

9. Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or email (in PDF format or otherwise) shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or email (in PDF format or otherwise) shall be deemed to be their original signatures for all purposes.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

11. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals or statements contained herein, all of which recitals and statements are made solely by the Guarantors.

12. Successors. All agreements of the Guarantors in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

[NEW GUARANTOR]

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

Exhibit 4.5

FIRST SUPPLEMENTAL INDENTURE

First Supplemental Indenture, dated as of May 4, 2016 (this "First Supplemental Indenture"), among PQ Corporation, a Pennsylvania corporation ("PQ"), the guarantors named in the signature pages hereto (the "Guarantors") and Wilmington Trust, National Association, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, Eco Services Operations LLC, a Delaware limited liability company (the "Company"), Eco Finance Corp., a Delaware corporation (the "Co-Issuer" and together with the Company, the "Issuers"), and the Trustee have heretofore executed and delivered an Indenture, dated as of October 24, 2014 (the "Indenture"), providing for the issuance of 8.500% Senior Notes due 2022 of the Issuers (the "Securities");

WHEREAS, the Issuers desire to merge with and into PQ with PQ to be the surviving entity of each such merger (together, the "Mergers");

WHEREAS, after the Mergers are consummated, PQ will become the Successor Company and the Company and the Co-Issuer will cease to exist;

WHEREAS, Section 5.01 of the Indenture provides that under certain circumstances the Company may consolidate or merge with or into a Successor Company provided that, the Successor Company assumes the Company's Obligations under the Securities and the Indenture;

WHEREAS, Section 5.01 of the Indenture provides that under certain circumstances the Co-Issuer may consolidate or merge with or into a Successor Company provided that, the Successor Company assumes the Co-Issuer's Obligations under the Securities and the Indenture

WHEREAS, the Company desires that PQ assume the Company's Obligations under the Securities and the Indenture, and PQ desires to assume the Company's Obligations under the Securities and the Indenture;

WHEREAS, the Co-Issuer desires that PQ assume the Co-Issuer's Obligations under the Securities and the Indenture, and PQ desires to assume the Co-Issuer's Obligations under the Securities and the Indenture;

WHEREAS, Sections 4.11 and 10.07 of the Indenture provide that under certain circumstances the Issuers are required to cause the Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the Guarantors shall unconditionally guarantee all the Obligations under the Securities and the Indenture pursuant to a Guarantee on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, PQ and the Guarantors are authorized to execute and deliver this First Supplemental Indenture to amend or supplement the Indenture, without notice to or consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, PQ, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

ARTICLE I

Definitions

SECTION 1.1 Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined, except that the term "Holders" in this Supplemental Indenture shall refer to the term "Holders" as defined in the Indenture and the Trustee acting on behalf of and for the benefit of such Holders. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

Assumption of the Obligations

SECTION 2.1 Assumption of Obligations. PQ, as the Successor Company, hereby assumes, subject to and effective upon the effective time of the Mergers, all of the Company's and the Co-Issuer's Obligations under the Securities and the Indenture. In accordance with Section 5.02 of the Indenture, PQ shall, subject to and effective upon the effective time of the Mergers, succeed to, shall be substituted for and may exercise every right and power of the Company under the Securities and Indenture, with the same effect as if PQ had been named as the Company in the Indenture.

ARTICLE III

Guarantee

SECTION 3.1 Guarantee. The Guarantors hereby, jointly and severally, irrevocably and unconditionally guarantee the Obligations under the Securities and the Indenture on the terms and subject to the conditions set forth in the Indenture, including, but not limited to, Article 10 of the Indenture, and to be bound by all other applicable provisions of the Indenture and the Securities and to perform all of the obligations and agreements of a Guarantor under the Indenture. A Guarantee as to any Guarantor shall terminate and be of no further force or effect and such Guarantor shall be deemed to be released from all Obligations as provided in Section 10.03 of the Indenture.

ARTICLE IV

Miscellaneous

SECTION 4.1 Notices. All notices or communications to PQ or the Guarantors will be duly given if in writing and delivered in person, via facsimile, mailed by first-class mail (registered or certified, return receipt requested) or overnight air courier guaranteeing next day delivery, to the address as follows:

PQ CORPORATION
300 Lindenwood Drive
Valleybrooke Corporate
CenterMalvern, PA 19355
Attention: Chief Financial Officer or General Counsel

SECTION 4.2 Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended and supplemented hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4.3 No Recourse Against Others. No past, present or future director, officer, employee, manager, incorporator, agent or holder of any Equity Interests in PQ or of the Guarantors or any direct or indirect parent corporation, as such, shall have any liability for any obligations of PQ and the Guarantors under the Securities, the Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Securities by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities. The waiver may not be effective to waive liabilities under the federal securities laws.

SECTION 4.4 Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF PQ, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 4.5 Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 4.6 Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or email (in PDF format or otherwise) shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or email (in PDF format or otherwise) shall be deemed to be their original signatures for all purposes.

SECTION 4.7 Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

SECTION 4.8 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals or statements contained herein, all of which recitals and statements are made solely by PQ and the Guarantors.

SECTION 4.9 Successors. All agreements of the PQ and the Guarantors in this Supplemental Indenture shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

PQ CORPORATION, as Successor Company

/s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

COMMERCIAL RESEARCH ASSOCIATES, INC.
CPQ MIDCO I CORPORATION
DELPEN CORPORATION
PHILADELPHIA QUARTZ CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
SAJB HOLDING COMPANY LLC,
as Guarantors

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President & Secretary

PQ INTERNATIONAL, INC.,
as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: President & Secretary

POTTERS HOLDINGS II, L.P., as a Guarantor

By: Potters Holdings II GP, LLC, its general partner

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary & Vice President

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC
PQ HOLDINGS INC.,
as Guarantors

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, General Counsel & Secretary

POTTER INDUSTRIES HOLDING, INC., as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary

[*Signature Page to First Supplemental Indenture*]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: /s/ Shawn Goffinet
Name: Shawn Goffinet
Title: Assistant Vice President

[*Signature Page to First Supplemental Indenture*]

Exhibit 10.1

EXECUTION VERSION

TERM LOAN CREDIT AGREEMENT

Dated as of May 4, 2016

among

PQ CORPORATION,
as the Borrower,

CPQ MIDCO I CORPORATION,
as Holdings,

THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Collateral Agent

and

CITIGROUP GLOBAL MARKETS INC., CREDIT SUISSE SECURITIES (USA) LLC,
JPMORGAN CHASE BANK, N.A., MORGAN STANLEY SENIOR FUNDING, INC.,
DEUTSCHE BANK SECURITIES INC., GOLDMAN SACHS LENDING PARTNERS LLC,
JEFFERIES FINANCE LLC and KEYBANC CAPITAL MARKETS INC.,

as Joint Lead Arrangers
and Joint Bookrunners

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TERM LOAN CREDIT AGREEMENT

TERM LOAN CREDIT AGREEMENT, dated as of May 4, 2016 (this "**Agreement**"), by and among PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Lenders from time to time party hereto and Credit Suisse AG, Cayman Island Branch ("**Credit Suisse**"), in its capacities as administrative agent and collateral agent for the Lenders (the "**Administrative Agent**"); with Citigroup Global Markets Inc. ("**Citi**"), Credit Suisse, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., Deutsche Bank Securities Inc., Goldman Sachs Lending Partners LLC, Jefferies Finance LLC and KeyBanc Capital Markets Inc., as joint lead arrangers and joint bookrunners (in such capacities, collectively, the "**Arrangers**").

RECITALS

A. Pursuant to the terms of the Reorganization Agreement, the Borrower and the other parties thereto will consummate a series of steps to reorganize and combine the businesses of the Borrower and certain of its affiliates and Eco Services Operations LLC, a Delaware limited liability company ("**Eco Services**") and certain of its affiliates, and in connection therewith (a) Eco Services Intermediate Holdings LLC, a Delaware limited liability company and direct parent of Eco Services, will merge with and into PQ Holdings Inc., pursuant to which PQ Holdings Inc. will continue as the surviving corporation (the "First PQ/Eco Merger"), (b) immediately following the First PQ/Eco Merger, PQ Holdings Inc. will contribute and assign to Holdings, and Holdings will accept such contribution and assignment of, PQ Holdings Inc.'s membership interests in Eco Services (the "PQ Holdings Contribution"), (c) immediately following the PQ Holdings Contribution, Eco Services will merge with and into the Borrower, pursuant to which the Borrower will continue as the surviving corporation (the "Second PQ/Eco Merger"), and (d) following the Second PQ/Eco Merger, the Borrower will contribute and assign to Eco Services Operations Corp., a Delaware corporation, and Eco Services Operations Corp. will assume, all of the assets and liabilities of the Borrower that were formerly assets or liabilities of Eco Services prior to the Second PQ/Eco Merger (the "Eco Contribution").

B. The Borrower has requested that the Lenders extend credit in the form of Initial Term Loans comprised of (a) a Dollar tranche of Tranche B-1 Term Loans (as hereinafter defined) in an aggregate principal amount of $900,000,000 and (b) a Euro tranche of Tranche B-2 Term Loans (as hereinafter defined) in an aggregate principal amount of €265,000,000, in each case, subject to increase as permitted herein, to finance a portion of the Refinancing and the other Transactions.

C. In addition, the Borrower will also (a) issue the 2022 Senior Secured Notes (as hereinafter defined) in an aggregate principal amount equal to $625,000,000 under the 2022 Senior Secured Note Documents (as hereinafter defined), (b) issue the 2022 Senior Unsecured Notes (as hereinafter defined) in an aggregate principal amount equal to $525,000,000 under the 2022 Senior Unsecured Note Documents (as hereinafter defined), and (c) enter into an asset based credit facility under the ABL Credit Agreement (as hereinafter defined) with commitments in an aggregate amount of $200,000,000, subject to increase as provided therein, in each case the proceeds of which shall be used to finance a portion of the Refinancing and the other Transactions.

D. The Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

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

"**ABL Administrative Agent**" means Citi in its capacity as administrative agent and collateral agent under the ABL Facility Documentation, or any successor administrative agent and collateral agent under the ABL Facility Documentation.

"**ABL Collateral**" means "ABL Priority Collateral" as defined in the ABL Intercreditor Agreement.

"**ABL Credit Agreement**" means that certain ABL Credit Agreement, dated as of the Closing Date, by and among Holdings, the Borrower, the other borrowers and guarantors party thereto, the lenders party thereto in their capacities as lenders thereunder and the ABL Administrative Agent and the other agents party thereto and any amendments, restatements, amendments and restatements, supplements or modifications thereof.

"**ABL Facility**" means the credit facility governed by the ABL Credit Agreement and any Refinancing Indebtedness that refinances or replaces any part of the loans, notes, guarantees, other credit facilities or commitments thereunder.

"**ABL Facility Documentation**" means the ABL Facility and all related notes, collateral documents, letters of credit and guarantees, instruments and agreements executed in connection therewith, and any appendices, exhibits or schedules to any of the foregoing (as the same may be in effect from time to time).

"**ABL Intercreditor Agreement**" means the ABL Intercreditor Agreement dated as of the Closing Date, by and among the Administrative Agent, the ABL Administrative Agent, Wells Fargo Bank, National Association, as trustee under the 2022 Senior Secured Note Indenture and the other parties thereto from time to time and acknowledged by the Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**ABL Loans**" shall mean the revolving loans under the ABL Facility.

"**ABR**", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

"**ABR Loan**" means a Loan bearing interest at a rate determined by reference to the Alternate Base Rate.

"**Acceptable Intercreditor Agreement**" means the Intercreditor Agreements, a Market Intercreditor Agreement or another intercreditor agreement that is reasonably satisfactory to the Borrower and the Administrative Agent.

"**ACH**" means automated clearing house transfers.

"**Additional Agreement**" has the meaning assigned to such term in Article 8.

"**Additional Commitments**" means any commitments hereunder added pursuant to Section 2.22, 2.23 or 9.02(c).

"**Additional Lender**" has the meaning assigned to such term in Section 2.22(b).

"**Additional Loans**" means the Additional Revolving Loans and the Additional Term Loans.

"**Additional Revolving Commitments**" means any revolving credit commitment added pursuant to Section 2.22, 2.23 or 9.02(c)(ii).

"**Additional Revolving Facility**" means any revolving credit facility added pursuant to Section 2.22, 2.23 or 9.02(c)(ii).

"**Additional Revolving Loans**" means any revolving loan made hereunder pursuant to any Additional Revolving Commitments.

"**Additional Term Commitments**" means any term commitment added pursuant to Section 2.22, 2.23 or 9.02(c)(i).

"**Additional Term Loans**" means any term loan added pursuant to Section 2.22, 2.23 or 9.02(c)(i).

"**Adjustment Date**" means the date of delivery of financial statements required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable.

"**Administrative Agent**" has the meaning assigned to such term in the preamble to this Agreement.

"**Administrative Questionnaire**" means a customary administrative questionnaire in the form provided by the Administrative Agent.

"**Adverse Proceeding**" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings, the Borrower or any of their respective Restricted Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claim), whether pending or, to the knowledge of Holdings, the Borrower or any of their respective Restricted Subsidiaries, threatened in writing, against or affecting Holdings, the Borrower or any of their respective Restricted Subsidiaries or any property of Holdings, the Borrower or any of their respective Restricted Subsidiaries.

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. No Person shall be an "Affiliate" solely because it is an unrelated portfolio company of the Sponsor and none of the Administrative Agent, the Arrangers, any Lender (other than any Affiliated Lender or any Debt Fund Affiliate) or any of their respective Affiliates shall be considered an Affiliate of Holdings or any subsidiary thereof. For purposes of the Loan Documents, Jefferies Finance LLC and its Affiliates shall be deemed to be "Affiliates" of Jefferies LLC and its Affiliates.

"**Affiliated Lender**" means any Non-Debt Fund Affiliate, Holdings, the Borrower and/or any subsidiary of Holdings.

"**Affiliated Lender Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an Affiliated Lender (with the consent of any party whose consent is required by Section 9.05) and accepted by the Administrative Agent in the form of Exhibit A-2 or any other form approved by the Administrative Agent and the Borrower.

"**Affiliated Lender Cap**" has the meaning assigned to such term in Section 9.05(g)(iv).

"**Agreement**" has the meaning assigned to such term in the preamble to this Credit Agreement.

"**Alternate Base Rate**" means, for any day, a rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect on such day *plus* 0.50%, (b) to the extent ascertainable, the Published LIBO Rate (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) *plus* 1.00%; provided that for the purpose of this clause (b), the Published LIBO Rate for any day shall be based on the rate determined on such day at approximately 11 a.m. (London time) by reference to the rate of interest appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service as determined by the Administrative Agent), (c) the Prime Rate and (d) solely with respect to Initial Term Loans, 2.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Published LIBO Rate, as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Published LIBO Rate, as the case may be.

"**Applicable Percentage**" means, with respect to any Lender for any Class, a percentage equal to a fraction the numerator of which is the aggregate outstanding principal amount of the Loans and unused Additional Commitments of such Lender for such Class and the denominator of which is the aggregate outstanding principal amount of the Loans and unused Commitments of all Lenders for such Class; provided that for purposes of Section 2.21 and otherwise herein, when there is a Defaulting Lender, any such Defaulting Lender's Commitment shall be disregarded in the relevant calculations.

"**Applicable Rate**" means, for any day,

(a) with respect to Initial Term Loans, the rate per annum applicable to the relevant Class of Loans set forth below:

ABR Spread for Tranche B-1 Term Loans	LIBO Rate Spread for Tranche B-1 Term Loans	LIBO Spread for Tranche B-2 Term Loans
3.75%	4.75%	4.75%

(b) with respect to any Additional Loan of any Class, the rate or rates per annum specified in the applicable Refinancing Amendment, Incremental Facility, or Extension Amendment.

The Applicable Rate pursuant to clause (a) shall be adjusted quarterly on a prospective basis on each Adjustment Date based upon the Senior Secured Leverage Ratio in accordance with the table above; provided that if financial statements are not delivered when required pursuant to Section 5.01(a) or (b), as applicable, the "Applicable Rate" shall be the rate per annum set forth above in Category 1 until such financial statements are delivered in compliance with Section 5.01(a) or (b), as applicable.

"**Approved Fund**" means, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities and is administered, advised or managed by (a) such Lender, (b) any Affiliate of such Lender or (c) any entity or any Affiliate of any entity that administers, advises or manages such Lender.

"**Arrangers**" has the meaning assigned to such term in the preamble to this Agreement.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), and accepted by the Administrative Agent in the form of Exhibit A-1 or any other form approved by the Administrative Agent and the Borrower.

"**Available Amount**" means, at any time, an amount equal to, without duplication:

(a) the sum of:

(i) $75,000,000; *plus*

(ii) if positive, the CNI Growth Amount; provided that the CNI Growth Amount shall not be available for any Restricted Payment pursuant to Section 6.04(a)(iii)(A) unless no Event of Default then exists; *plus*

(iii) the amount of any capital contributions or other proceeds of any issuance of Capital Stock after the Closing Date (other than any amounts (x) constituting a Cure Amount or an Available Excluded Contribution Amount or proceeds of an issuance of Disqualified Capital Stock, (y) received from the Borrower or any Restricted Subsidiary or (z) incurred from the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii)) received as Cash equity by the Borrower or any of its Restricted Subsidiaries, *plus* the fair market value, as reasonably determined by the Borrower, of Cash Equivalents, marketable securities or other property received by the Borrower or any Restricted Subsidiary as a capital contribution or in return for any issuance of Capital Stock (other than any amounts (x) constituting a Cure Amount or an Available Excluded Contribution Amount or proceeds of any issuance of Disqualified Capital Stock or (y) received from the Borrower or any Restricted Subsidiary), in each case, during the period from and including the day immediately following the Closing Date through and including such time; *plus*

(iv) the aggregate principal amount of any Indebtedness or Disqualified Capital Stock, in each case, of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness or such Disqualified Capital Stock issued to the Borrower or any Restricted Subsidiary), which has been converted into or exchanged for Capital Stock of the Borrower, any Restricted Subsidiary or any Parent Company that does not constitute Disqualified Capital Stock, together with the fair market value of any Cash Equivalents and the fair market value (as reasonably determined by the Borrower) of any property or assets received by the Borrower or such Restricted Subsidiary upon such exchange or conversion, in each case, during the period from and including the day immediately following the Closing Date through and including such time; *plus*

(v) the net proceeds received by the Borrower or any Restricted Subsidiary during the period from and including the day immediately following the Closing Date through and including such time in connection with the Disposition to any Person (other than the Borrower or any Restricted Subsidiary) of any Investment made pursuant to Section 6.06(r)(i); *plus*

(vi) to the extent not already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the proceeds received by the Borrower or any Restricted Subsidiary during the period from and including the day immediately following the Closing Date through and including such time in connection with cash returns, cash profits, cash distributions and similar cash amounts, including cash principal repayments of loans, in each case received in respect of any Investment made after the Closing Date pursuant to Section 6.06(r)(i); *plus*

(vii) an amount equal to the sum of (A) the amount of any Investments by the Borrower or any Restricted Subsidiary pursuant toSection 6.06(r)(i) in any Unrestricted Subsidiary (in an amount not to exceed the original amount of such Investment) that has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or is liquidated, wound up or dissolved into, the Borrower or any Restricted Subsidiary and (B) the fair market value (as reasonably determined by the Borrower) of the property or assets of any Unrestricted Subsidiary that have been transferred, conveyed or otherwise distributed to the Borrower or any Restricted Subsidiary, in each case, during the period from and including the day immediately following the Closing Date through and including such time; *plus*

(viii) the amount of any Declined Proceeds; *minus*

(b) an amount equal to the sum of (i) Restricted Payments made pursuant toSection 6.04(a)(iii)(A), *plus* (ii) Restricted Debt Payments made pursuant to Section 6.04(b)(vi)(A), *plus* (iii) Investments made pursuant to Section 6.06(r)(i), in each case, after the Closing Date and prior to such time or contemporaneously therewith.

"**Available Excluded Contribution Amount**" means the aggregate amount of Cash or Cash Equivalents or the fair market value of other assets or property (as reasonably determined by the Borrower, but excluding any Cure Amount) received by the Borrower or any of its Restricted Subsidiaries after the Closing Date from:

(1) contributions in respect of Qualified Capital Stock (other than any amounts received from the Borrower or any of its Restricted Subsidiaries), and

(2) the sale of Qualified Capital Stock of the Borrower or any of its Restricted Subsidiaries (other than (x) to the Borrower or any Restricted Subsidiary of the Borrower, (y) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or (z) with the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii)),

in each case, designated as Available Excluded Contribution Amounts pursuant to a certificate of a Responsible Officer on or promptly after the date the relevant capital contribution is made or the relevant proceeds are received, as the case may be, and which are excluded from the calculation of the Available Amount.

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

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

"**Banking Services**" means each and any of the following bank services provided to any Loan Party or any Restricted Subsidiary: commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and Deposit Accounts.

"**Banking Services Obligations**" means any and all obligations of any Loan Party, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services (a) under any arrangement that is in effect on the Closing Date between any Loan Party and a counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger as of the Closing Date or (b) under any arrangement that is entered into after the Closing Date by any Loan Party with any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such arrangement is entered into, in each case, that has been designated to the Administrative Agent in writing by the Borrower as being Banking Services Obligations for the purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender.

"**Bankruptcy Code**" means Title 11 of the United States Code (11 U.S.C. § 101*et seq.*).

"**Board**" means the Board of Governors of the Federal Reserve System of the U.S.

"**Bona Fide Debt Fund**" means any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business which is managed, sponsored or advised by any Person controlling, controlled by or under common control with (a) any Company Competitor or (b) any Affiliate of such competitor, but with respect to which no personnel involved with any investment in such Person (i) makes, has the right to make or participates with others in making any investment decisions with respect to such debt fund, investment vehicle, regulated bank entity or unregulated lending entity or (ii) has access to any information (other than information that is publicly available) relating to Holdings, the Borrower or their respective subsidiaries or any entity that forms a part of any of their respective businesses; it being understood and agreed that the term "Bona Fide Debt Fund" shall not include any Person that is separately identified to the Arrangers in accordance with clause (a)(i) of the definition of "Disqualified Institution" or any Affiliate of any such Person that is reasonably identifiable on the basis of such Affiliate's name.

"**Borrower**" has the meaning assigned to such term in the preamble to this Agreement.

"**Borrower Materials**" has the meaning assigned to such term in Section 9.01(d).

"**Borrowing**" means any Loans of the same Type and Class made, converted or continued on the same date and, in the case of LIBO Rate Loans, as to which a single Interest Period is in effect.

"**Borrowing Base**" means the sum, in Dollars, of the following with respect to the Borrower and the other applicable obligors:

(a) 85% of eligible accounts receivable; *plus*

(b) the lesser of (x) 85% of the net orderly liquidation value or (ii) 70% of the book value of eligible inventory (calculated at the lower of cost or market value); *plus*

(c) 100% of the cash and cash equivalents on deposit in accounts secured by a first priority lien in favor of the applicable ABL Facility.

"**Borrowing Request**" means a request by the Borrower for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit B or such other form that is reasonably acceptable to the Administrative Agent and the Borrower.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that (x) when used in connection with a LIBO Rate Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market or (y) when used in connection with a LIBO Rate Loan denominated in Euros, the term "Business Day" shall also exclude any TARGET2 Day.

"**Capital Lease**" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

"**Captive Insurance Subsidiary**" means any Restricted Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

"**Cash**" means money, currency or a credit balance in any Deposit Account, in each case determined in accordance with GAAP.

"**Cash Equivalents**" means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or (ii) issued by any agency or instrumentality of the U.S. the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by any state of the U.S. or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if

at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within one year after such date and issued or accepted by any Lender or by any bank organized under, or authorized to operate as a bank under, the laws of the U.S., any state thereof or the District of Columbia or any political subdivision thereof and that has capital and surplus of not less than $100,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (d) above, (ii) net assets of not less than $250,000,000 and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's; and (f) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law.

In the case of any Investment by any Foreign Subsidiary, "Cash Equivalents" shall also include (x) Investments of the type and maturity described in clauses (a) through (f) above of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term Investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in Investments analogous to the Investments described in clauses (a) through (f) and in this paragraph.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**CFC Holdco**" means any direct or indirect Subsidiary that has no material assets other than the capital stock of, or indebtedness and capital stock of, one or more subsidiaries that are CFCs or other CFC Holdcos (for the avoidance of doubt, on the Closing Date, Potters GP, Potters LP, Potters Holdings II L.P. and Potters Holdings II GP, LLC shall not be considered CFC Holdcos).

"**Change in Law**" means (a) the adoption of any law, treaty, rule or regulation after the Closing Date, (b) any change in any law, treaty, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date (other than any such request, guideline or directive to comply with any law, rule or regulation that was in effect on the Closing Date). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or U.S. or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (a), (b) and (c) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"**Change of Control**" means the earliest to occur of:

(a) at any time prior to a Qualifying IPO, the Permitted Holders ceasing to beneficially own, either directly or indirectly (within the meaning of Rule13d-3 and Rule 13d-5 under the Exchange Act), Capital Stock representing more than 50% of the total voting power of all of the outstanding voting stock of Holdings;

(b) at any time on or after a Qualifying IPO, the acquisition, directly or indirectly, by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act, but excluding any employee benefit plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor), other than one or more Permitted Holders, of Capital Stock representing more than the greater of (x) 35% of the total voting power of all of the outstanding voting stock of Holdings and (y) the percentage of the total voting power of all of the outstanding voting stock of Holdings owned, directly or indirectly, beneficially by the Permitted Holders (it being understood that a "Change of Control" shall not be deemed to have occurred with respect to clauses (a) and (b) above if the Permitted Holders have, at such time, the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors or similar governing body of Holdings); and

(c) the Borrower ceasing to be a direct or indirect Wholly-Owned Subsidiary of Holdings;

provided that the creation of a Parent Company shall not in and of itself cause a Change of Control so long as at the time such Person became a Parent Company, no Person and no group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any such group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) (other than the Permitted Holders), shall have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provisions), directly or indirectly, of 50% or more, in the case of clause (a) above, or 35% or more (or, if higher, the percentage then held by the Permitted Holders), in the case of clause (b) above, of the total voting power of all of the outstanding voting stock of Holdings.

"**Charge**" means any charge, fee, expense, cost, accrual or reserve of any kind.

"**Charged Amounts**" has the meaning assigned to such term in Section 9.19.

"**Citi**" has the meaning assigned to such term in the preamble to this Agreement.

"**Class**", when used in reference to any Loan, Borrowing or Commitment, refers to whether such Loan, or the Loans comprising such Borrowing, are Initial Term Loans or respective Commitments related thereto or other loans or commitments added as a separate Class pursuant to Section 2.22, 2.23 or 9.02(c).

"**Closing Date**" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"**CNI Growth Amount**" shall mean, at any date of determination, an amount equal to (a) 50% of Consolidated Net Income for each fiscal quarter in which Consolidated Net Income is positive (commencing with the fiscal quarter ending June 30, 2016), *minus* (b) in the case of any fiscal quarter in which Consolidated Net Income is an amount less than zero, 100% of the absolute value of such deficit.

"**Code**" means the Internal Revenue Code of 1986 as amended (unless otherwise provided herein).

"**Co-Investors**" means (a) INEOS Investments Partnership and any of its controlled Affiliates and funds managed or advised by any of them or any of their respective controlled Affiliates and (b) the officers, directors and members of the management of the Borrower, any Parent Company and/or any subsidiary of the Borrower solely to the extent that such Persons own Capital Stock in the Borrower or any direct or indirect parent thereof on the Closing Date.

"**Collateral**" means any and all property of any Loan Party subject (or purported to be subject) to a Lien under any Collateral Document and any and all other property of any Loan Party, now existing or hereafter acquired, that is or becomes subject (or purported to be subject) to a Lien pursuant to any Collateral Document to secure the Secured Obligations.

"**Collateral and Guarantee Requirement**" means, at any time, subject to (x) the applicable limitations set forth in this Agreement and/or any other Loan Document and (y) the time periods (and extensions thereof) set forth in Section 5.12, the requirement that:

(a) the Administrative Agent shall have received:

(i) (A) a joinder to the Loan Guaranty in substantially the form attached as an exhibit thereto, (B) a supplement to the Security Agreement in substantially the form attached as an exhibit thereto, (C) if the respective Restricted Subsidiary required to comply with the requirements set forth in this definition pursuant to Section 5.12 owns registrations of or applications for U.S. Patents, Trademarks and/or Copyrights that constitute Collateral, an Intellectual Property Security Agreement in substantially the form attached as an exhibit hereto, (D) a completed Perfection Certificate Supplement with respect thereto and (E) Uniform Commercial Code financing statements in appropriate form for filing in such jurisdictions as the Administrative Agent may reasonably request; and

(ii) each item of Collateral that such Restricted Subsidiary is required to deliver underSection 4.02 of the Security Agreement (which, for the avoidance of doubt, shall be delivered within the time periods set forth in Section 5.12(a));

(b) the Administrative Agent shall have received with respect to any Material Real Estate Assets acquired after the Closing Date, a Mortgage and any necessary UCC fixture filing in respect thereof, in each case together with, to the extent customary and appropriate (as reasonably determined by the Administrative Agent and the Borrower):

(i) evidence that (A) counterparts of such Mortgage have been duly executed, acknowledged and delivered and such Mortgage and any corresponding UCC or equivalent fixture filing are in form suitable for filing or recording in all filing or recording offices that the Administrative Agent may deem reasonably necessary in order to create a valid and subsisting Lien on such Material Real Estate Asset in favor of the Administrative Agent for the benefit of the Secured Parties, (B) such Mortgage and any corresponding UCC or equivalent fixture filings have been duly recorded or filed, as applicable, and (C) all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

(ii) one or more fully paid policies of title insurance (the "**Mortgage Policies**") in an amount reasonably acceptable to the Administrative Agent (not to exceed the fair market value of the Material Real Estate Asset covered thereby (as reasonably determined by the Borrower)) issued by a nationally recognized title insurance company in the applicable jurisdiction that is reasonably acceptable to the Administrative Agent, insuring the relevant Mortgage as having created a valid subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, subject only to Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request to the extent the same are available in the applicable jurisdiction;

(iii) customary legal opinions of local counsel for the relevant Loan Party in the jurisdiction in which such Material Real Estate Asset is located, and if applicable, in the jurisdiction of formation of the relevant Loan Party, in each case as the Administrative Agent may reasonably request;

(iv) surveys and appraisals (if required under the Financial Institutions Reform Recovery and Enforcement Act of 1989, as amended) and "Life-of-Loan" flood certifications and any required borrower notices under Regulation H (together with evidence of federal flood insurance for any such Flood Hazard Property located in a flood hazard area); provided that the Administrative Agent may in its reasonable discretion accept any such existing certificate, appraisal or survey so long as such existing certificate or appraisal satisfies any applicable local law requirements; and

(v) such other evidence that all other actions that the Administrative Agent may reasonably request and deem necessary in order to create a valid and subsisting Lien on such Material Real Estate Assets have been taken.

"**Collateral Documents**" means, collectively, (i) the Security Agreement, (ii) each Mortgage, (iii) each Intellectual Property Security Agreement, (iv) any supplement to any of the foregoing delivered to the Administrative Agent pursuant to the definition of "Collateral and Guarantee Requirement" and (v) each of the other instruments and documents pursuant to which any Loan Party grants a Lien on any Collateral as security for payment of the Secured Obligations.

"**Commercial Tort Claim**" has the meaning set forth in Article 9 of the UCC.

"**Commitment**" means, with respect to each Lender, such Lender's Initial Term Loan Commitment and Additional Commitment, as applicable, in effect as of such time.

"**Commitment Schedule**" means the Schedule attached hereto as Schedule 1.01(a).

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*).

"**Company Competitor**" means (a) any competitor of the Borrower and/or any of its subsidiaries and (b) any Affiliate of any such competitor (other than any such Affiliate that is a Bona Fide Debt Fund).

"**Compliance Certificate**" means a Compliance Certificate substantially in the form of Exhibit C.

"**Confidential Information**" has the meaning assigned to such term in Section 9.13.

"**Consolidated Adjusted EBITDA**" means, as to any Person for any period, an amount determined for such Person on a consolidated basis equal to the total of (a) Consolidated Net Income for such period *plus* (b) the sum, without duplication, of (to the extent deducted in calculating Consolidated Net Income, other than in respect of clauses (x), (xi), (xii) and (xiv) below) the amounts of:

(i) consolidated interest expense determined in accordance with GAAP and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk (net of interest income and gains on such hedging obligations), costs of surety bonds in connection with financing activities (whether amortized or immediately expensed), and fees and expenses paid to the Administrative Agent in connection with its services hereunder, other bank, administrative agency (or trustee) and financing fees;

(ii) Taxes paid (including pursuant to any Tax sharing arrangement or any Tax distribution) and provisions for Taxes of such Person and its subsidiaries, including, in each case, arising out of tax examinations;

(iii) (A) depreciation, amortization (including, without limitation, amortization of goodwill, software and other intangible assets), (B) impairment of goodwill and other assets and (C) any asset write-off and/or write-down;

(iv) any non-cash Charge (including, without limitation, (A) any non-cash increase in expenses resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods) including changes in capitalization and variances and non-cash adjustments for LIFO accounting and (B) losses or expenses recognized in respect of any pension related benefits as a result of the application of FASB ASC 715); provided that to the extent any such non-cash Charge represents an accrual or reserve for potential cash items in any future period, (A) such Person may determine not to add back such non-cash Charge in the then-current period and (B) to the extent such Person elects to add back such non-cash Charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated Adjusted EBITDA to such extent;

(v) (A) Transaction Costs, and (B) transaction fees and Charges (1) incurred in connection with the consummation of any transaction (or any transaction proposed and not consummated) permitted under this Agreement, including the issuance or offering of Capital Stock, Investments, acquisitions, Dispositions, recapitalizations, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties) or similar transactions, (2) incurred in connection with any Qualifying IPO and/or (3) that are actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance; provided that in respect of any fee, cost, expense or reserve that is added back in reliance on clause (3) above, such Person in good faith expects to receive reimbursement for such fee, cost, expense or reserve within the next four Fiscal Quarters (it being understood that to the extent any reimbursement amount is not actually received within such Fiscal Quarters, such reimbursement amount shall be deducted in calculating Consolidated Adjusted EBITDA for such Fiscal Quarters);

(vi) Public Company Costs;

(vii) the amount of management, monitoring, consulting, transaction and advisory fees and related expenses actually paid by or on behalf of, or accrued by, such Person or any of its subsidiaries (A) to the Investors (or their Affiliates or management companies) to the extent permitted under this Agreement or (B) as permitted by Section 6.09(f);

(viii) the amount of any expense or deduction that is associated with any Restricted Subsidiary and attributable to anynon-controlling interest and/or minority interest of any third party;

(ix) the amount of earnout obligation expense incurred in connection with(A) acquisitions and Investments completed prior to the Closing Date and (B) any Permitted Acquisition or other Investment permitted by this Agreement, in each case, which is paid or accrued during the applicable period;

(x) expected cost savings (including sourcing), operating expense reductions, operating improvements and synergies (collectively, "**Expected Cost Savings**") (net of actual amounts realized) that are reasonably identifiable and factually supportable (in the good faith determination of such Person, as certified by a chief financial officer, treasurer or equivalent officer of such Person) related to (A) the Transactions and (B) after the Closing Date, permitted asset sales, acquisitions, Investments, Dispositions, operating improvements, restructurings, cost saving initiatives, similar initiatives and/or specified transaction (any such operating improvement, restructuring, cost savings initiative, similar initiative or specified transaction, a "**Cost Savings Initiative**"); provided that (x) such cost savings, operating expense reductions, operating improvements or synergies are reasonably expected to be realized within 18 months of the event giving rise thereto and (y) the aggregate amount of addbacks made under this clause (x) shall not exceed an amount equal to 25% of Consolidated Adjusted EBITDA for the period of four consecutive fiscal quarters most recently ended (and such determination shall be made prior to the making of, and without giving effect to, any adjustments pursuant to this clause (x);

(xi) Charges attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, transition, opening andpre-opening expenses, business optimization and other restructuring and integration Charges (including inventory optimization programs, software development costs, costs related to the closure or consolidation of facilities and plants, costs relating to curtailments, costs related to entry into new markets, strategic initiatives and contracts, consulting fees, signing or retention costs, retention or completion bonuses, expansion and relocation expenses, severance payments, modifications to pension and post-retirement employee benefit plans, new systems design and implementation costs and startup costs);

(xii) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as such Person in good faith expects to receive such proceeds within the next four Fiscal Quarters (it being understood that to the extent not actually received within such Fiscal Quarters, such proceeds shall be deducted in calculating Consolidated Adjusted EBITDA for such Fiscal Quarters));

(xiii) unrealized net losses in the fair market value of any arrangements under Hedge Agreements;

(xiv) the amount of Cash actually received (or the amount of the benefit of any netting arrangement resulting in reduced Cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that the related non-Cash gain was deducted in the calculation of Consolidated Adjusted EBITDA;

(xv) [Reserved];

(xvi) accretion of asset retirement obligations in accordance with FASB ASC 410;

(xvii) with respect to any joint venture that is not a Restricted Subsidiary, an amount equal to the proportion of those items described in clauses (i) through (iii) above relating to such joint venture corresponding to the proportionate share of such joint venture's consolidated net income (determined as if such joint venture were a Restricted Subsidiary); and

(xviii) other add-backs and adjustments reflected in the model delivered by the Sponsor to the Arrangers on March 28, 2016;

minus (c) to the extent such amounts increase Consolidated Net Income:

(i) non-cash gains or income; provided that to the extent any non-cash gain or income represents an accrual or deferred income in respect of potential Cash items in any future period, such Person may determine not to deduct such non-cash gain or income in the then current period;

(ii) unrealized net gains in the fair market value of any arrangements under Hedge Agreements;

(iii) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(v)(B)(3) above (as described in such clause) to the extent the relevant reimbursement amounts were not received within the time period required by such clause;

(iv) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(xii) above (as described in such clause) to the extent the relevant business interruption insurance proceeds were not received within the time period required by such clause;

(v) to the extent that such Person adds back the amount of any non-Cash charge to Consolidated Adjusted EBITDA pursuant to clause (b)(iv) above, the cash payment in respect thereof in the relevant future period; and

(vi) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for GAAP purposes.

Notwithstanding anything to the contrary herein, it is agreed that for the purpose of calculating the Total Leverage Ratio, the Senior Secured Leverage Ratio and the Secured Leverage Ratio for any period that includes the Fiscal Quarters ended March 31, 2015, June 30, 2015, September 30, 2015 or December 31, 2015, (i) Consolidated Adjusted EBITDA for the Fiscal Quarter ended March 31, 2015 shall be deemed to be $86,785,308.21, (ii) Consolidated Adjusted EBITDA for the Fiscal Quarter ended June 30, 2015 shall be deemed to be $107,259,652.67, (iii) Consolidated Adjusted EBITDA for the Fiscal Quarter ended September 30, 2015 shall be deemed to be $130,629,890.52 and (iv) Consolidated Adjusted EBITDA for the Fiscal Quarter ended December 31, 2015 shall be deemed to be $87,217,646.85; provided that (x) for the four Fiscal Quarter period ended December 31, 2015, Consolidated Adjusted EBITDA, calculated on a Pro Forma Basis, shall be deemed to be $433,630,498.25 and (y) for any subsequent four Fiscal Quarter period that includes any of the Fiscal Quarters described under clauses (ii) through (iv) above, Consolidated Adjusted EBITDA shall include the applicable amounts set forth in such clauses and the Pro Forma Basis calculation shall be in accordance with the terms thereof.

"**Consolidated Net Income**" means, as to any Person (the "**Subject Person**") for any period, the net income (or loss) of the Subject Person on a consolidated basis for such period taken as a single accounting period determined in accordance with GAAP; provided that there shall be excluded, without duplication,

(a) (i) the income of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, except to the extent of the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) paid in cash (or to the extent converted into cash) to the Subject Person or any of its Restricted Subsidiaries by such Person during such period or (ii) the loss of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, other than to the extent that the Subject Person or any of its Restricted Subsidiaries has contributed cash or Cash Equivalents to such Person in respect of such loss during such period,

(b) gains or losses (less all fees and expenses chargeable thereto) attributable to any sales or dispositions of Capital Stock or assets (including asset retirement costs) or of returned surplus assets outside of the ordinary course of business,

(c) gains or losses from (i) extraordinary items and (ii) nonrecurring or unusual items (including costs of and payments of actual or prospective legal settlements, fines, judgments or orders), including in connection with any acquisition,

(d) any unrealized or realized net foreign currency translation or transaction gains or losses impacting net income (including currency re-measurements of Indebtedness),

(e) any net gains, Charges or losses with respect to (i) any disposed, abandoned, divested and/or discontinued asset, property or operation (other than, at the option of the Borrower, any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof), (ii) any disposal, abandonment, divestiture and/or discontinuation of any asset, property or operation and/or (iii) facilities or plants that have been closed during such period or for which Charges and losses were required to be recorded pursuant to GAAP,

(f) any net income or loss (less all fees and expenses or charges related thereto) attributable to the early extinguishment of Indebtedness (and the termination of any associated Hedge Agreements),

(g) (i) any Charges incurred pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, pension plan, any stock subscription or shareholder agreement or any distributor equity plan or agreement, including any fair value adjustments that may be required under liquidity puts for such arrangements and (ii) any Charges in connection with the rollover, acceleration or payout of Capital Stock held by management of any Parent Company, the Borrower and/or any Restricted Subsidiary, in each case, to the extent that any cash Charge is funded with net cash proceeds contributed to relevant Person as a capital contribution or as a result of the sale or issuance of Qualified Capital Stock,

(h) accruals and reserves that are established or adjusted within 12 months after the Closing Date that are required to be established or adjusted as a result of the Transactions in accordance with GAAP or as a result of the adoption or modification of accounting policies in accordance with GAAP,

(i) any (A) write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness, (B) goodwill or other asset impairment charges, write-offs or write-downs and (C) amortization of intangible assets, and

(j) (A) effects of adjustments (including the effects of such adjustments pushed down to the Subject Person and its subsidiaries) in the Subject Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, deferred rent, deferred trade incentives and other lease-related items, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting or acquisition accounting, as the case may be, in relation to the Transactions or any consummated acquisition or the amortization or write-off of any amounts thereof, net of Taxes and (B) the cumulative effect of changes in accounting principles or policies made in such period in accordance with GAAP which affect Consolidated Net Income.

"**Consolidated Secured Debt**" means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a Lien on any asset or property of such Person or its Restricted Subsidiaries.

"**Consolidated Senior Secured Debt**" means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a first priority Lien on any asset or property of such Person or its Restricted Subsidiaries.

"**Consolidated Total Assets**" means, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the applicable Person at such date.

"**Consolidated Total Debt**" means, as to any Person at any date of determination, the aggregate principal amount of all third party debt for borrowed money, Capital Leases and purchase money Indebtedness (but excluding, for the avoidance of doubt, undrawn letters of credit); provided that, Consolidated Total Debt shall (i) be calculated net of (x) unrestricted Cash and Cash Equivalents of such Person and (y) Cash and Cash Equivalents restricted in favor of the Credit Facilities (which may also include Cash and Cash Equivalents securing other Indebtedness secured by a Lien on the Collateral) in each case determined in accordance with GAAP and (ii) not include any Indebtedness of the Borrower and/or any Restricted Subsidiary incurred in connection with a NMTC Transaction permitted by Section 6.01(x)(ii).

"**Consolidated Working Capital**" means, as at any date of determination, the excess of Current Assets over Current Liabilities.

"**Consolidated Working Capital Adjustment**" means, for any period on a consolidated basis, the amount (which may be a negative number) by which Consolidated Working Capital as of the beginning of such period exceeds (or is less than) Consolidated Working Capital as of the end of such period; provided that there shall be excluded (a) the effect of reclassification during such period between current assets and long term assets and current liabilities and long term liabilities (with a corresponding

restatement of the prior period to give effect to such reclassification), (b) the effect of any Disposition of any Person, facility or line of business or acquisition of any Person, facility or line of business during such period, (c) the effect of any fluctuations in the amount of accrued and contingent obligations under any Hedge Agreement, and (d) the application of purchase or recapitalization accounting.

"**Contractual Obligation**" means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"**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. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Copyright**" means the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

"**Cost Savings Initiative**" has the meaning assigned to such term in the definition of "Consolidated Adjusted EBITDA".

"**Credit Facilities**" means the Term Facility and any Additional Revolving Facility.

"**Credit Suisse**" has the meaning assigned to such term in the preamble to this Agreement.

"**Cure Amount**" means the amount of cash contributions to the capital of the Borrower made pursuant to Section 6.15 of the ABL Credit Agreement.

"**Current Assets**" means, at any time, the consolidated current assets (other than Cash and Cash Equivalents, Tax assests, permitted loans made to third parties, assets held for sale, pension assets, deferred bank fees and derivative financial instruments) of any Person and its Restricted Subsidiaries.

"**Current Liabilities**" means, at any time, the consolidated current liabilities of any Person and its Restricted Subsidiaries at such time, but excluding, without duplication, (a) the current portion of any long-term Indebtedness, (b) outstanding revolving loans, (c) the current portion of interest expense, (d) the current portion of any Capital Lease, (e) Tax Liabilities, (f) liabilities in respect of unpaid earn-outs, (g) the current portion of any other long-term liabilities, (h) accruals relating to restructuring reserves, (i) liabilities in respect of funds of third parties on deposit with the Borrower or any of its Restricted Subsidiaries and (j) any liabilities recorded in connection with stock-based awards, partnership interest-based awards, awards of profits interests, deferred compensation awards and similar incentive based compensation awards or arrangements.

"**Debt Fund Affiliate**" means any Affiliate of any Investor (other than a natural person) that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of business and for which no personnel making investment decisions in respect of any equity fund which has a direct or indirect equity investment in Holdings, the Borrower or its Restricted Subsidiaries has the right to make any investment decisions.

"**Debtor Relief Laws**" means the Bankruptcy Code of the U.S., and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the U.S. or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Declined Proceeds**" has the meaning assigned to such term in Section 2.11(b)(v).

"**Default**" means any event or condition which upon notice, lapse of time or both would become an Event of Default.

"**Defaulting Lender**" means any Lender that has (a) defaulted in its obligations under this Agreement, including without limitation, to make a Loan within two Business Days of the date required to be made by it hereunder, (b) notified the Administrative Agent or any Loan Party in writing that it does not intend to satisfy any such obligation or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under agreements in which it commits to extend credit generally, (c) failed, within two Business Days after the request of Administrative Agent or the Borrower, to confirm in writing that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans; 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, (d) become (or any parent company thereof has become) insolvent or been determined by any Governmental Authority having regulatory authority over such Person or its assets, to be insolvent, or the assets or management of which has been taken over by any Governmental Authority or (e) (1) become (or any parent company thereof has become) the subject of a Bail-In Action or (2) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment, unless in the case of any Lender subject to this clause (e), the Borrower and the Administrative Agent shall each have determined that such Lender intends, and has all approvals required to enable it (in form and substance satisfactory to each of the Borrower and the Administrative Agent), to continue to perform its obligations as a Lender hereunder; provided that no Lender shall be deemed to be a Defaulting Lender solely by virtue of (i) the ownership or acquisition of any Capital Stock in such Lender or its parent by any Governmental Authority or (ii) in the case of a solvent Person, the commencement of silent administration proceedings under The Financial Supervision Act (Wet financieel toezicht – Wft) then in effect in the Netherlands; provided that, in either case, such action does not result in or provide such Lender with immunity from the jurisdiction of courts within the U.S. 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 contract or agreement to which such Lender is a party.

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"**Derivative Transaction**" means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument

linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers or consultants of the Borrower or its subsidiaries shall be a Derivative Transaction.

"**Designated Non-Cash Consideration**" means the fair market value (as determined by the Borrower in good faith) ofnon-Cash consideration received by the Borrower or any Restricted Subsidiary in connection with any Disposition pursuant to Section 6.07(h) or any Sale Lease-Back Transaction pursuant to Section 6.08 that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the amount of Cash or Cash Equivalents received in connection with a subsequent sale or conversion of such Designated Non-Cash Consideration to Cash or Cash Equivalents).

"**Disposition**" or "**Dispose**" means the sale, lease, sublease, or other disposition of any property of any Person.

"**Disqualified Capital Stock**" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such redemption is in part, only such part coming into effect prior to 91 days following the Latest Maturity Date shall constitute Disqualified Capital Stock), (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to 91 days following the Latest Maturity Date shall constitute Disqualified Capital Stock) or (d) provides for the scheduled payments of dividends in Cash on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of any change in control, Qualifying IPO or any Disposition occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Termination Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of Holdings, the Borrower or any

Restricted Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations, and (B) no Capital Stock held by any future, present or former employee, director, officer, manager, member of management or consultant (or their respective Affiliates or Immediate Family Members) of the Borrower (or any Parent Company or any subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

"**Disqualified Institution**" means (a) (i) any Person identified in writing to the Arrangers on or prior to March 29, 2016 and (ii) any Affiliate of such Person that is reasonably identifiable on the basis of such Affiliate's name or that the Borrower has otherwise identified by name in writing as an Affiliate to the Administrative Agent (provided that any such designation may not apply retroactively to disqualify any person that has previously acquired an assignment or participation interest in any Loan) and (b) (i) any Person that is or becomes a Company Competitor and is designated by the Borrower as such in a writing provided to the Administrative Agent after the date hereof, which designation shall not apply retroactively to disqualify any Person that has previously acquired any assignment or participation interest in any Loan and (ii) any Affiliate of any such Company Competitor (other than a Bona Fide Debt Fund) that is reasonably identifiable on the basis of such Affiliate's name or that the Borrower has otherwise identified as an Affiliate; provided that an entity becoming an Affiliate of a Company Competitor shall not retroactively disqualify any Person that has previously acquired any assignment or participation interest in any Loan.

"**Dollars**" or "**$**" refers to lawful money of the U.S.

"**Domestic Subsidiary**" means any Subsidiary incorporated or organized under the laws of the U.S., any state thereof or the District of Columbia.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

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

"**Effective Yield**" means, as to any Indebtedness, the effective yield applicable thereto calculated by the Administrative Agent in consultation with the Borrower in a manner consistent with generally accepted financial practices, taking into account (a) interest rate margins, (b) interest rate floors (subject to the proviso set forth below), (c) any amendment to the relevant interest rate margins and interest rate floors prior to the applicable date of determination and (d) original issue discount and upfront or similar fees (based on an assumed four-year average life to maturity or lesser remaining average life to maturity), but excluding (i) any arrangement, commitment, structuring, underwriting and/or amendment fees (regardless of whether any such fees are paid to or shared in whole or in part with any lender) and/or

(ii) any other fee that is not payable to all relevant lenders generally; provided, however, that (A) to the extent that LIBO Rate (with an Interest Period of three months and without giving effect to any floor specified in the definition thereof) or Alternate Base Rate (without giving effect to any floor specified in the definition thereof) is less than any floor applicable to the Term Loans in respect of which the Effective Yield is being calculated on the date on which the Effective Yield is determined, the amount of the resulting difference will be deemed added to the interest rate margin applicable to the relevant Indebtedness for purposes of calculating the Effective Yield, (B) to the extent that the LIBO Rate (with an Interest Period of three months and without giving effect to any floor specified in the definition thereof) or Alternate Base Rate (without giving effect to any floor specified in the definition thereof) is greater than any applicable floor on the date on which the Effective Yield is determined, the floor will be disregarded in calculating the Effective Yield and (C) any stepdowns in interest rate margins shall be disregarded in calculating the Effective Yield.

"**Eligible Assignee**" means (a) any Lender, (b) any commercial bank, insurance company, or finance company, financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act), (c) any Affiliate of any Lender, (d) any Approved Fund of any Lender or (e) to the extent permitted under Section 9.05(g), any Affiliated Lender or any Debt Fund Affiliate; provided that in any event, "Eligible Assignee" shall not include (i) any natural person, (ii) any Disqualified Institution or (iii) except as permitted under Section 9.05(g), the Borrower or any of its Affiliates.

"**Environment**" means ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata and natural resources such as wetlands, flora and fauna.

"**Environmental Claim**" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to the Environment.

"**Environmental Laws**" means any and all current or future foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other applicable requirements of Governmental Authorities and the common law relating to environmental matters, including those relating to any Hazardous Materials Activity or exposure to Hazardous Materials.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation or remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the Environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, the regulations promulgated thereunder and any successor thereto.

"**ERISA Affiliate**" means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; (b) any trade or business (whether or not incorporated) which is a member of a

group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member; and (c) any trade or business (whether or not incorporated) which, solely for purposes of Section 302 or 303 of ERISA or Section 412 or 430 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 or 430 of the Code or Section 302 or 303 of ERISA with respect to any Pension Plan, or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan or a failure to make a required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan; (f) the imposition of liability on the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan, or the receipt by the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA or is in "endangered" or "critical" status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (h) a failure by the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates to pay when due (after expiration of any applicable grace period) any installment payment with respect to withdrawal liability under Section 4201 of ERISA; (i) a determination that any Pension Plan is, or is reasonably expected to be, in "at-risk" status, within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; or (j) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to Section 303(k) ERISA with respect to any Pension Plan.

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

"**Event of Default**" has the meaning assigned to such term in Article 7.

"**Excess Cash Flow**" means, for any Test Period ending on the last day of any Fiscal Year, an amount (if positive) equal to:

(a) the sum, without duplication, of the amounts for such period of the following:

(i) Consolidated Adjusted EBITDA for such period without giving effect to clause (b)(x) of the definition thereof, *plus*

(ii) the Consolidated Working Capital Adjustment for such period, *plus*

(iii) cash gains of the type described in clauses (b), (c), (d), (e) and (f) of the definition of "Consolidated Net Income", to the extent not otherwise included in calculating Consolidated Adjusted EBITDA (except to the extent such gains consist of proceeds applied pursuant to Section 2.11(b)(ii)), *plus*

(iv) to the extent not otherwise included in the calculation of Consolidated Adjusted EBITDA for such period, cash payments received by Holdings or any of its Restricted Subsidiaries with respect to amounts deducted from Excess Cash Flow in a prior period pursuant to clause (b)(vii) below, *minus*

(b) the sum, without duplication, of the amounts for such period of the following:

(i) permanent repayments of long-term Indebtedness, including for purposes of clarity, the current portion of any such Indebtedness (including (x) payments under Section 2.10(a) or (b) and Section 2.11(a) and (y) prepayments of Initial Term Loans and Additional Term Loans to the extent (and only to the extent) made with the Net Proceeds of a Prepayment Asset Sale or Net Insurance/Condemnation Proceeds that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase, but excluding (A) the amount of all deductions and reductions to the amount of mandatory prepayments pursuant to clause (B) of Section 2.11(b)(i), (B) all other repayments of the Initial Term Loans or Additional Term Loans and (C) repayments of any Additional Revolving Loans or loans under any revolving credit facility or arrangement, except to the extent a corresponding amount of the commitments under such revolving credit facility or arrangement are permanently reduced in connection with such repayments), in each case, to the extent not financed with long-term Indebtedness (other than revolving Indebtedness), *plus*

(ii) without duplication of amounts deducted from Excess Cash Flow pursuant to this clause (ii) or clause (ix) below in respect of a prior period, all Cash payments in respect of capital expenditures as would be reported in Holdings' consolidated statement of cash flows made during such period and, at the option of the Borrower, any Cash payments in respect of any such capital expenditures made after such period and prior to the date of the applicable Excess Cash Flow payment (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), *plus*

(iii) consolidated interest expense added back pursuant to clause (b)(i) of the definition of "Consolidated Adjusted EBITDA" to the extent paid in Cash, *plus*

(iv) Taxes (including pursuant to any Tax sharing arrangement or any Tax distribution) paid and provisions for Taxes, to the extent payable in Cash with respect to such period, *plus*

(v) without duplication of amounts deducted from Excess Cash Flow pursuant to this clause (v) or (ix) below in respect of a prior period, Cash payments made during such period in respect of Permitted Acquisitions and other Investments permitted by Section 6.06 or otherwise consented to by the Required Lenders (other than Investments in (x) Cash and Cash Equivalents and (y) the Borrower or any of its Restricted Subsidiaries), or, at the option of the Borrower, any Cash payments in respect of Permitted Acquisitions and other Investments permitted by Section 6.06 or otherwise consented to by the Required Lenders (other than Investments in (x) Cash and Cash Equivalents and (y) the Borrower or any of its Restricted Subsidiaries) made after such period and prior to the date of the applicable Excess Cash Flow payment (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), *plus*

(vi) the aggregate amount of all Restricted Payments made under Sections 6.04(a)(i), (ii), (iv), (x) and (xiii) or otherwise consented to by the Required Lenders, in each case to the extent actually paid in Cash during such period, or, at the option of the Borrower, made after such period and prior to the date of the applicable Excess Cash Flow payment (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), *plus*

(vii) amounts added back under clause (b)(v)(B) or (b)(xii) of the definition of "Consolidated Adjusted EBITDA" to the extent such amounts have not yet been received by the Borrower or its Restricted Subsidiaries, *plus*

(viii) an amount equal to all expenses, charges and losses either (A) excluded in calculating Consolidated Net Income or (B) added back in calculating Consolidated Adjusted EBITDA, in the case of clauses (A) and (B), to the extent paid in Cash,*plus*

(ix) without duplication of amounts deducted from Excess Cash Flow in respect of a prior period, at the option of the Borrower, the aggregate consideration (A) required to be paid in Cash by the Borrower or its Restricted Subsidiaries pursuant to binding contracts entered into prior to or during such period relating to capital expenditures, acquisitions or Investments permitted by Section 6.06 and/or (B) otherwise committed or budgeted to be made in connection with capital expenditures, acquisitions or Investments (clause (A) and (B), the "**Scheduled Consideration**") (other than Investments in (x) Cash and Cash Equivalents and (y) the Borrower or any of its Restricted Subsidiaries) to be consummated or made during the period of four consecutive Fiscal Quarters of the Borrower following the end of such period (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)); provided that to the extent the aggregate amount actually utilized to finance such capital expenditures, acquisitions or Investments during such subsequent period of four consecutive Fiscal Quarters is less than the Scheduled Consideration, the amount of the resulting shortfall shall be added to the calculation of Excess Cash Flow at the end of such subsequent period of four consecutive Fiscal Quarters, *plus*

(x) to the extent not expensed (or exceeding the amount expensed) during such period or not deducted (or exceeding the amount deducted) in calculating Consolidated Net Income, the aggregate amount of expenditures, fees, costs and expenses paid in Cash by the Borrower and its Restricted Subsidiaries during such period, other than to the extent financed with long-term Indebtedness (other than revolving Indebtedness), *plus*

(xi) Cash payments (other than in respect of Taxes, which are governed byclause (iv) above) made during such period for any liability the accrual of which in a prior period did not increase Excess Cash Flow in such prior period (provided there was no other deduction to Consolidated Adjusted EBITDA or Excess Cash Flow related to such payment), except to the extent financed with long-term Indebtedness (other than revolving Indebtedness), *plus*

(xii) Cash expenditures made in respect of any Hedge Agreement during such period to the extent (A) not otherwise deducted in the calculation of Consolidated Net Income or Consolidated Adjusted EBITDA and (B) not financed with long-term Indebtedness (other than revolving Indebtedness), *plus*

(xiii) amounts paid in Cash (except to the extent financed with long-term Indebtedness (other than revolving Indebtedness)) during such period on account of (A) items that were accounted for as non-Cash reductions of Consolidated Net Income or Consolidated Adjusted EBITDA in a prior period and (B) reserves or amounts established in purchase accounting to the extent such reserves or amounts are added back to, or not deducted from, Consolidated Net Income, *plus*

(xiv) without duplication of clause (b)(i) above, cash payments made by Holdings or its Restricted Subsidiaries during such period in respect of long-term liabilities, including for purposes of clarity, the current portion of any such liabilities (other than Indebtedness) of Holdings or its Restricted Subsidiaries, except to the extent such cash payments were (A) deducted in the calculation of Consolidated Net Income or Consolidated Adjusted EBITDA for such period or (B) financed with long-term Indebtedness (other than revolving Indebtedness).

"**Exchange Act**" means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

"**Excluded Assets**" means each of the following:

(a) any contract, instrument, lease, license, agreement or other document as to which the grant of a security interest would (i) constitute a violation of a restriction in favor of a third party (other than Holdings, the Borrower or any of its Restricted Subsidiaries) or result in the abandonment, invalidation or unenforceability of any right of the relevant Loan Party, unless and until any required consents shall have been obtained, or (ii) result in a breach, termination (or a right of termination) or default under such contract, instrument, lease, license, agreement or other document (including pursuant to any "change of control" or similar provision); provided, however, that any such asset will only constitute an Excluded Asset under clause (i) or clause (ii) above to the extent such violation or breach, termination (or right of termination) or default would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law; provided further that any such asset shall cease to constitute an Excluded Asset at such time as the condition causing such violation, breach, termination (or right of termination) or default or right to amend or require other actions no longer exists and to the extent severable, the security interest granted under the applicable Collateral Document shall attach immediately to any portion of such contract, instrument, lease, license, agreement or document that does not result in any of the consequences specified in clauses (i) and (ii) above,

(b) the Capital Stock of any (i) Immaterial Subsidiary (except to the extent the security interest in such Capital Stock may be perfected by the filing of a Form UCC-1 (or similar) financing statement), (ii) Captive Insurance Subsidiary, (iii) Unrestricted Subsidiary (except to the extent the security interest in such Capital Stock may be perfected by the filing of a Form UCC-1 (or similar) financing statement), (iv) not-for-profit subsidiary and/or (v) special purpose entity used for any securitization facility,

(c) any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, in which, if any, the grant of a security interest therein may impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law,

(d) any asset or property, the grant or perfection of a security interest in which would (A) require any governmental consent, approval, license or authorization that has not been obtained, (B) be prohibited by enforceable anti-assignment provisions of applicable Requirements of Law, except, in the case of this clause (B), to the extent such prohibition would be rendered ineffective under the UCC or other applicable law notwithstanding such prohibition, or (C) be prohibited by enforceable anti-assignment provisions of contracts governing such asset in existence on the Closing Date (or on the date of acquisition of the relevant asset (and in each case not entered into in anticipation of the Closing Date or such acquisition and except, in each case, to the extent that term in such contract providing for such prohibition purports to prohibit the granting of a security interest over all assets of such Loan Party or any other Loan Party)) other than to the extent such prohibition would be rendered in effective under the UCC or other applicable law,

(e) (i) any leasehold Real Estate Asset and (ii) any owned Real Estate Asset that is not a Material Real Estate Asset,

(f) any interest in any partnership, joint venture or non-Wholly-Owned Subsidiary which cannot be pledged without (i) the consent of one or more third parties other than Holdings, the Borrower or any of its Restricted Subsidiaries (after giving effect to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) or (ii) giving rise to a "right of first refusal", a "right of first offer" or a similar right that may be exercised by any third party other than Holdings, the Borrower or any of its Restricted Subsidiaries,

(g) any Margin Stock,

(h) the Capital Stock of (i) any CFC, (ii) any CFC Holdco or (iii) Potters Holdings II GP, LLC, Potters Holdings II, LP, Potters GP and Potters LP, other than 65% of the issued and outstanding voting Capital Stock and 100% of any issued and outstanding non-voting Capital Stock of (i) each first-tier CFC, (ii) each first tier CFC Holdco, and (iii) Potters GP and Potters LP,

(i) Commercial Tort Claims with a value (as reasonably estimated by the Borrower) of less than $15,000,000,

(j) any Cash or Cash Equivalents comprised of (a) funds specially and exclusively used or to be used for payroll and payroll taxes and other employee benefit payments to or for the benefit of any Loan Party's employees, (b) funds used or to be used to pay all Taxes required to be collected, remitted or withheld (including, without limitation, U.S. federal and state withholding Taxes (including the employer's share thereof)) and (c) any other funds which any Loan Party holds as an escrow or fiduciary for the benefit of another Person,

(k) any accounts receivable and related assets that are sold or disposed of in connection with any factoring or similar arrangement permitted by this Agreement, and

(l) any asset with respect to which the Administrative Agent and the relevant Loan Party have reasonably determined in writing that the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Loan Party to conduct its operations and business in the ordinary course of business) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the relevant Secured Parties afforded thereby.

"**Excluded Subsidiary**" means:

(a) any Restricted Subsidiary that is not a Wholly-Owned Subsidiary,

(b) any Immaterial Subsidiary,

(c) any Restricted Subsidiary that is prohibited by law, regulation or contractual obligation existing on the Closing Date or at the time such Restricted Subsidiary becomes a subsidiary (which Contractual Obligation was not entered into in contemplation of such Restricted Subsidiary becoming a subsidiary) from providing a Loan Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide a Loan Guaranty (unless such consent, approval, license or authorization has been obtained),

(d) any not-for-profit subsidiary,

(e) any Captive Insurance Subsidiary,

(f) any special purpose entity used for any permitted securitization or receivables facility or financing,

(g) any CFC,

(h) (i) any CFC Holdco, (ii) Potters GP, Potters LP and Potters Holdings II GP, LLC and/or (iii) any Subsidiary that is a direct or indirect subsidiary of any (x) CFC or (y) CFC Holdco, provided that clause (h)(iii) hereof shall not apply to any direct or indirect subsidiary of Potters LP or Potters GP that is a Guarantor as of the date hereof to the extent such clause would otherwise apply solely by reason of Potters LP or Potters GP becoming a CFC after the date hereof,

(i) any Unrestricted Subsidiary, and

(k) any other Restricted Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the burden or cost of providing a Loan Guaranty outweighs the benefits afforded thereby.

"**Excluded Swap Obligation**" means, with respect to any Loan Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guaranty of such Loan Guarantor of, or the grant by such Loan Guarantor of a security interest to secure, such Swap Obligation (or any Loan 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 Loan Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to Section 3.20 of the Loan Guaranty and any other "keepwell," support or other agreement for the benefit of such Loan Guarantor) at the time the Loan Guaranty of such Loan Guarantor or the grant of such 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 Loan Guaranty or security interest is or becomes illegal.

"**Excluded Taxes**" means, with respect to the Administrative Agent or any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (a) Taxes imposed on (or measured by) its income or franchise Taxes, in each case (i) imposed as a result of the Administrative Agent or such Lender being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office in, the jurisdiction imposing such Tax or (ii) that are Other Connection Taxes, (b) any branch profits Taxes or similar Taxes imposed by any jurisdiction described in clause (a), (c) in the case of any Foreign Lender, any U.S. federal withholding Tax that is imposed on amounts payable to such Foreign Lender under any Loan Document pursuant to Requirements of Law in effect at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except (i) pursuant to an assignment or designation of a new lending office under Section 2.19 and (ii) to the extent that such Foreign Lender (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 2.17, (d) any Tax imposed as a result of a failure by the Administrative Agent or any Lender to comply with the requirements of Section 2.17(f) and (e) any U.S. federal withholding Tax under FATCA.

"**Existing Credit Agreements**" means (i) that certain Credit Agreement, dated as of November 8, 2012, among CPQ Midco I Corporation, a Delaware corporation, PQ Corporation, a Pennsylvania corporation, as borrower, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent and the other parties thereto and (ii) that certain Credit Agreement, dated as of December 1, 2014, among Eco Services Intermediate Holdings LLC, as holdings, Eco Services Operations LLC, as borrower, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent and the other parties thereto

"**Existing PQ Notes**" means 8.750% Second Lien Senior Secured Notes due 2018 issued pursuant to that certain Indenture, dated as of November 8, 2012, among PQ Corporation, as issuer and Wilmington Trust, National Association, as trustee.

"**Expected Cost Savings**" has the meaning assigned to such term in the definition of "Consolidated Adjusted EBITDA".

"**Extended Revolving Credit Commitment**" has the meaning assigned to such term in Section 2.23(a).

"**Extended Revolving Loans**" has the meaning assigned to such term in Section 2.23(a).

"**Extended Term Loans**" has the meaning assigned to such term in Section 2.23(a).

"**Extension Amendment**" means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (to the extent required by Section 2.23) and the Borrower executed by each of (a) Holdings, (b) the Borrower, (c) the Administrative Agent and (d) each Lender that has accepted the applicable Extension Offer pursuant hereto and in accordance with Section 2.23.

"**Extension**" has the meaning assigned to such term in Section 2.23(a).

"**Extension Offer**" has the meaning assigned to such term in Section 2.23(a).

"**Facility**" means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, hereof owned, leased, operated or used by the Borrower or any of its Restricted Subsidiaries.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above), any intergovernmental agreement between the U.S. and any other jurisdiction that facilitates the implementation of such Sections of the Code and any treaty, law, regulation or other official guidance issued under or with respect to the foregoing.

"**FCPA**" means the U.S. Foreign Corrupt Practices Act of 1977.

"**Federal Funds Effective Rate**" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"**Fee Letter**" means that certain Fee Letter, dated as of March 29, 2016 by and among, *inter alias*, the Borrower and Citi.

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year.

"**Fiscal Year**" means the fiscal year of the Borrower ending December 31 of each calendar year.

"**Fixed Charge Coverage Ratio**" means, with respect to any Person for any period, the ratio (1) Consolidated Adjusted EBITDA to (2) the Fixed Charges for the Test Period then most recently ended, in each case for the Borrower and its Restricted Subsidiaries on a consolidated basis.

"**Fixed Charges**" means with respect to any Person for any period, the sum, without duplication, of (i) Consolidated Interest Expense (as defined in the 2022 Senior Note Indenture) of such Person for such period, (ii) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock (as defined in the 2022 Senior Note Indenture) during such period, and (iii) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock (as defined in the 2022 Senior Note Indenture) during such period.

"**Flood Hazard Property**" means any parcel of any Material Real Estate Asset subject to a Mortgage located in the U.S. in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

"**Flood Insurance Laws**" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iv) Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Foreign Lender**" means any Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"**Foreign Subsidiary**" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"**Funding Account**" has the meaning assigned to such term in Section 2.03(f).

"**GAAP**" means generally accepted accounting principles in the U.S. in effect and applicable to the accounting period in respect of which reference to GAAP is made.

"**Global Intercompany Note**" means the Global Intercompany Note in effect from time to time in the form attached hereto as Exhibit M, or such other form reasonably acceptable to the Administrative Agent and the Borrower, among the Loan Parties and the Restricted Subsidiaries party thereto.

"**Governmental Authority**" means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the U.S., the U.S., or a foreign government or any other political subdivision thereof, including central banks and supra national bodies.

"**Governmental Authorization**" means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

"**Granting Lender**" has the meaning assigned to such term in Section 9.05(e).

"**Guarantee**" of or by any Person (the "**Guarantor**") means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "**Primary Obligor**") in any manner and including any obligation of the Guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness or other monetary obligation to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition, Disposition or other transaction permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"**Hazardous Materials**" means any chemical, material, substance or waste, or any constituent thereof, which is prohibited, limited or regulated as "toxic", "hazardous" or as a "pollutant" or "contaminant" or words of similar meaning or effect by any Environmental Law or any Governmental Authority.

"**Hazardous Materials Activity**" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

"**Hedge Agreement**" means any agreement with respect to any Derivative Transaction between any Loan Party or any Restricted Subsidiary and any other Person.

"**Hedging Obligations**" means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

"**Holdings**" has the meaning assigned to such term in the preamble to this Agreement.

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.04), to the extent applicable to the relevant financial statements.

"**Immaterial Subsidiary**" means, as of any date, any Restricted Subsidiary of the Borrower (a) that does not have assets in excess of 2.5% of Consolidated Total Assets of the Borrower and its Restricted Subsidiaries and (b) that does not contribute Consolidated Adjusted EBITDA in excess of 2.5% of the Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; provided that the Consolidated Total Assets and Consolidated Adjusted EBITDA (as so determined) of all Immaterial Subsidiaries shall not exceed 5.0% of Consolidated Total Assets and 5.0% of Consolidated Adjusted EBITDA, in each case, of the Borrower and its Restricted Subsidiaries for the relevant Test Period; provided further that, at all times prior to the first delivery of financial statements pursuant to Section 5.01(a) or (b), this definition shall be applied based on the pro forma consolidated financial statements of the Borrower delivered pursuant to Section 4.01.

"**Immediate Family Member**" means, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual's estate (or an executor or administrator acting on its behalf), heirs or legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"**Incremental Cap**" means:

(a) (i) $200,000,000 *less* (ii) the aggregate principal amount of all Incremental Facilities and Incremental Equivalent Debt incurred or issued in reliance on clause (a)(i) of this definition, *plus*

(b) in the case of any Incremental Facility that effectively extends the Maturity Date with respect to any Class of Loans and/or commitments hereunder, an amount equal to the portion of the relevant Class of Loans or commitments that will be replaced by such Incremental Facility, *plus*

(c) in the case of any Incremental Facility that effectively replaces any Additional Revolving Commitment terminated in accordance with Section 2.19, an amount equal to the relevant terminated Additional Revolving Commitment, *plus*

(d) the amount of any optional prepayment of any Loan in accordance with Section 2.11(a) and/or the amount of any permanent reduction of any Additional Revolving Commitment so long as, in the case of any optional prepayment, such prepayment was not funded (i) with the proceeds of any long-term Indebtedness (other than revolving Indebtedness) or (ii) with the proceeds of any Incremental Facility incurred in reliance on clause (b) above or clause (e) below, *plus*

(e) an unlimited amount so long as, in the case of this clause (e), (i) if such Incremental Facility is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Credit Facilities on the Closing Date, the Senior Secured Leverage Ratio would not exceed 3.95:1.00, (ii) if such Incremental Facility is secured by a Lien on the Collateral that is junior to the Lien securing the Credit Facilities on the Closing Date, the Secured Leverage Ratio would not exceed 4.70:1.00 or (iii) if such Incremental Facility is unsecured, the Total Leverage Ratio would not exceed 5.80:1.00, in each case of clauses (i) through (iii), calculated on a Pro Forma Basis, including the application of the proceeds thereof (without "netting" the Cash proceeds of the applicable Incremental Facility) (and determined on the basis of the financial statements for the most recently ended Test Period), and, in the case of any Incremental Revolving Facility, assuming a full drawing under such Incremental Revolving Facility.

Unless the Borrower otherwise notifies the Administrative Agent, any Incremental Facility or Incremental Equivalent Debt shall be deemed to have been incurred in reliance on clause (d) above prior to any amounts under clause (a) or (e) above. Unless the Borrower otherwise notifies the Administrative Agent, any Incremental Facility or Incremental Equivalent Debt shall be deemed to have been incurred in reliance on clause (e) above prior to any amounts under clause (a) above.

"**Incremental Commitment**" means any commitment made by a lender to provide all or any portion of any Incremental Facility or Incremental Loans.

"**Incremental Equivalent Debt**" has the meaning assigned to such term in Section 6.01(z).

"**Incremental Facilities**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Facility Agreement**" means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (to the extent required by Section 2.21) and the Borrower executed by each of (a) Holdings and the Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Incremental Facility being incurred pursuant thereto and in accordance with Section 2.22.

"**Incremental Loans**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Revolving Commitment**" means any commitment made by a lender to provide all or any portion of any Incremental Revolving Facility.

"**Incremental Revolving Facility**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Revolving Facility Lender**" means, with respect to any Incremental Revolving Facility, each Revolving Lender providing any portion of such Incremental Revolving Facility.

"**Incremental Revolving Loans**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Term Facility**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Term Loans**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Term Loan Borrowing Date**" means, with respect to each Class of Incremental Term Loans, each date on which Incremental Term Loans of such Class are incurred pursuant to Section 2.01(b) and as otherwise specified in any amendment providing for Incremental Term Loans in accordance with Section 2.22.

"**Indebtedness**" as applied to any Person means, without duplication, (a) all indebtedness for borrowed money; (b) that portion of obligations with respect to Capital Leases to the extent recorded as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation or purchase price adjustment until such obligation (A) becomes a liability on the statement of financial position or balance sheet (excluding the footnotes thereto) in accordance with GAAP and (B) has not been paid within 30 days after becoming due and payable, (x) any such obligations incurred under ERISA, (y) accrued expenses and trade accounts payable in the ordinary course of business (including on an inter-company basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than six months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness of others secured by any Lien on any property or asset owned or held by such Person regardless of whether the Indebtedness secured thereby shall have been assumed by such Person or is non-recourse to the credit of such Person; (f) the face amount of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings; (g) the Guarantee by such Person of the Indebtedness of another; (h) all obligations of such Person in respect of any Disqualified Capital Stock; and (i) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes; provided that (i) in no event shall obligations under any Derivative Transaction be deemed "Indebtedness" for any calculation of the Total Leverage Ratio, the Fixed Charge Coverage Ratio, the Senior Secured Leverage Ratio, the Secured Leverage Ratio or any other financial ratio under this Agreement and (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or any joint venture (other than any joint venture that is itself

a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would otherwise be included in the calculation of Consolidated Total Debt; provided that, notwithstanding anything herein to the contrary, the term "Indebtedness" shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness and any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder. Notwithstanding the foregoing, Indebtedness of Holdings and its Restricted Subsidiaries shall exclude (1) liabilities under vendor agreements to the extent such liabilities may be satisfied exclusively through non-cash means such as purchase volume earning credits, (2) reserves for deferred taxes and (3) for all purposes under this Agreement other than for purposes of Section 6.01, intercompany Indebtedness among Holdings and its Restricted Subsidiaries.

"**Indemnified Taxes**" means Taxes, other than Excluded Taxes or Other 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.

"**Indemnitee**" has the meaning assigned to such term in Section 9.03(b).

"**Information**" has the meaning set forth in Section 3.11(a).

"**Information Memorandum**" means the Confidential Information Memorandum dated April 2016, relating to the Borrower and its subsidiaries and the Transactions.

"**Initial Term Loan Commitment**" means, with respect to any Term Lender, such Term Lender's Initial Tranche B-1 Commitment and/or Tranche B-2 Commitment.

"**Initial Term Loan Maturity Date**" means the date that is the earlier of (x) six and one-half years after the Closing Date and (y) the date that is six months prior to the maturity date of the 2022 Senior Notes if the 2022 Senior Notes have not been repaid, refinanced or defeased prior to such date.

"**Initial Term Loans**" means the term loans made by the Term Lenders to the Borrower pursuant to Section 2.01(a).

"**Initial Tranche B-1 Commitment**" means, with respect to each Term Lender, the commitment of such Term Lender to make Initial Tranche B-1 Term Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Term Lender's name on the Commitment Schedule, as the same may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to (i) assignments by or to such Term Lender pursuant to Section 9.05 or (ii) an Additional Term Commitment. The aggregate amount of the Term Lenders' Tranche B-1 Initial Term Loan Commitments is $900,000,000.

"**Initial Tranche B-2 Commitment**" means, with respect to each Term Lender, the commitment of such Term Lender to make Initial Tranche B-2 Term Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Term Lender's name on the Commitment Schedule, as the same may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to (i) assignments by or to such Term Lender pursuant to Section 9.05 or (ii) an Additional Term Commitment. The aggregate amount of the Term Lenders' Tranche B-2 Initial Term Loan Commitments is €265,000,000.

"**Intellectual Property Security Agreement**" means any agreement executed on or after the Closing Date confirming or effecting the grant of any Lien on IP Rights owned by any Loan Party to the Administrative Agent, for the benefit of the Secured Parties, in accordance with this Agreement, including any of the following: (a) a Trademark Security Agreement substantially in the form of Exhibit H-1, (b) a Patent Security Agreement substantially in the form ofExhibit H-2 or (c) a Copyright Security Agreement substantially in the form of Exhibit H-3, together with any and all supplements or amendments thereto.

"**Intercreditor Agreements**" means the ABL Intercreditor Agreement and the Pari Passu Term Loan Intercreditor Agreement.

"**Interest Election Request**" means a request by the Borrower in the form of Exhibit D or another form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

"**Interest Payment Date**" means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December (commencing on June 30, 2016) or the maturity date applicable to such Loan and (b) with respect to any LIBO Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a LIBO Rate Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing.

"**Interest Period**" means with respect to any LIBO Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, to the extent available to all relevant affected Lenders, twelve months or a shorter period) thereafter, as the Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Investment**" means (a) any purchase or other acquisition by the Borrower or any of its Restricted Subsidiaries of any of the Securities of any other Person (other than any Loan Party), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or substantially all of the business, property or fixed assets of any other Person or any division or line of business or other business unit of any other Person and (c) any loan, advance (other than any advance to any current or former employee, officer, director, member of management, manager, consultant or independent contractor of the Borrower, any Restricted Subsidiary or any Parent Company for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the Borrower or any of its Restricted Subsidiaries to any other Person. Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment, *plus* the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments of principal in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the relevant initial Investment).

"**Investors**" means (a) the Sponsor and (b) the Co-Investors.

"**IP Rights**" has the meaning assigned to such term in Section 3.05(c).

"**IRS**" means the U.S. Internal Revenue Service.

"**Junior Indebtedness**" means any Subordinated Indebtedness (other than Indebtedness among Holdings and/or its subsidiaries) with an individual outstanding principal amount in excess of the Threshold Amount.

"**Junior Lien Indebtedness**" means any Indebtedness that is secured by a security interest on the Collateral (other than Indebtedness among Holdings and/or its subsidiaries) that is expressly junior or subordinated to the Lien securing the Credit Facilities with an individual outstanding principal amount in excess of the Threshold Amount. For the avoidance of doubt, Indebtedness outstanding under any ABL Facility shall not be Subordinated Indebtedness.

"**Latest Maturity Date**" means, as of any date of determination, the latest maturity or expiration date applicable to any Loan or commitment hereunder at such time, including the latest maturity or expiration date of any Initial Term Loan, Additional Term Loan, Additional Revolving Loan or Additional Commitment.

"**Latest Revolving Loan Maturity Date**" means, as of any date of determination, the latest maturity or expiration date applicable to any Additional Revolving Loan or any Additional Revolving Commitment.

"**Latest Term Loan Maturity Date**" means, as of any date of determination, the latest maturity or expiration date applicable to any term loan or term commitment hereunder at such time, including the latest maturity or expiration date of any Term Loan or any Additional Term Commitment.

"**Legal Reservations**" means the application of relevant Debtor Relief Laws, general principles of equity and/or principles of good faith and fair dealing.

"**Lenders**" means the Term Lenders, any Additional Lender, any lender with an Additional Commitment or an outstanding Additional Loan and any other Person that becomes a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"**Letter-of-Credit Right**" has the meaning set forth in Article 9 of the UCC.

"**LIBO Rate**" means, the Published LIBO Rate, as adjusted to reflect applicable reserves prescribed by governmental authoritiesprovided that, in the case of the Initial Term Loans, in no event shall the LIBO Rate be less than 1.00% per annum.

"**LIBO Rate Loan**" means a Loan bearing interest at a rate determined by reference to the LIBO Rate.

"**Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed to constitute a Lien.

"**Loan Documents**" means this Agreement, any Promissory Note, each Loan Guaranty, the Collateral Documents, the Intercreditor Agreements, any intercreditor agreement required to be entered into pursuant to the terms of this Agreement and any other document or instrument designated by the Borrower and the Administrative Agent as a "Loan Document." Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto.

"**Loan Guaranty**" means (a) the Guaranty Agreement, substantially in the form of Exhibit I, executed by each Loan Party party thereto and the Administrative Agent for the benefit of the Secured Parties and (b) each other guaranty agreement executed by any Person pursuant to Section 5.12 in substantially the form attached as Exhibit I or another form that is otherwise reasonably satisfactory to the Administrative Agent and the Borrower.

"**Loan Installment Date**" has the meaning assigned to such term in Section 2.10(a).

"**Loan Parties**" means Holdings, the Borrower, each Subsidiary Guarantor, and in each case their respective successors and permitted assigns.

"**Loans**" means any Initial Term Loan, any Additional Term Loan, or any Additional Revolving Loan.

"**Management Agreement**" means, collectively, (a) the Consulting Agreement dated December 29, 2014, by and among PQ Holdings Inc., the Borrower and CCMP Capital Advisors, LP and (b) the Consulting Agreement dated December 29, 2014, by and among PQ Holdings Inc., the Borrower and INEOS AG.

"**Margin Stock**" has the meaning assigned to such term in Regulation U.

"**Market Intercreditor Agreement**" means an intercreditor agreement the terms of which are consistent with market terms including, to the extent relevant for the type of Indebtedness to be subject to such intercreditor agreement, those governing standstill provisions, release mechanics and security arrangements for the sharing of liens or arrangements relating to the distribution of payments, as applicable (which may, if applicable, consist of a payment "waterfall"), at the time the intercreditor agreement is proposed to be established in light of the type of Indebtedness subject thereto, which is reasonably satisfactory to the Administrative Agent.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, financial condition or results of operations, in each case, of Holdings, the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the rights and remedies (taken as a whole) of the Administrative Agent under the applicable Loan Documents or (iii) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the applicable Loan Documents.

"**Material Debt Instrument**" means any physical instrument evidencing any Indebtedness for borrowed money which is required to be pledged to the Administrative Agent (or its bailee) pursuant to the Security Agreement.

"**Material Real Estate Asset**" means (a) on the Closing Date, each Real Estate Asset listed on Schedule 1.01(b) and (b) any "fee-owned" Real Estate Asset acquired by any Loan Party after the Closing Date having a fair market value (as reasonably determined by the Borrower after taking into account any liabilities with respect thereto that impact such fair market value) in excess of $15,000,000.

"**Maturity Date**" means (a) with respect to the Initial Term Loans, the Initial Term Loan Maturity Date, (c) as to any Replacement Term Loans or Replacement Revolving Facility incurred pursuant to Section 9.02(c), the final maturity date for such Replacement Term Loan or Replacement Revolving Facility, as the case may be, as set forth in the applicable Refinancing Amendment; (b) with respect to any Incremental Term Loans, the final maturity date set forth in the applicable Incremental Facility Agreement; (c) with respect to any Incremental Revolving Facility, the final maturity date set forth in the applicable Incremental Facility Agreement and (d) with respect to any Extended Revolving Credit Commitment or Extended Term Loans, the final maturity date set forth in the applicable Extension Amendment.

"**Maximum Rate**" has the meaning assigned to such term in Section 9.19.

"**Minimum Extension Condition**" has the meaning assigned to such term in Section 2.23(b).

"**Moody's**" means Moody's Investors Service, Inc.

"**Mortgage Policies**" has the meaning assigned to such term in the definition of "Collateral and Guarantee Requirement".

"**Mortgages**" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the relevant Secured Parties, on any Material Real Estate Asset constituting Collateral.

"**Multiemployer Plan**" means any employee benefit plan which is a "multiemployer plan" as defined in Section 3(37) of ERISA, that is subject to the provisions of Title IV of ERISA, and in respect of which the Borrower or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, makes or is obligated to make contributions or with respect to which any of them has any ongoing obligation or liability, contingent or otherwise.

"**Narrative Report**" means, with respect to the financial statements with respect to which it is delivered, a customary management discussion and narrative report describing the operations of Holdings, the Borrower and its Restricted Subsidiaries for the applicable Fiscal Quarter or Fiscal Year and for the period from the beginning of the then-current Fiscal Year to the end of the period to which the relevant financial statements relate.

"**Net Insurance/Condemnation Proceeds**" means an amount equal to: (a) any Cash payments or proceeds (including Cash Equivalents) received by the Borrower or any of its Restricted Subsidiaries (i) under any casualty insurance policy in respect of a covered loss thereunder of any assets of the Borrower or any of its Restricted Subsidiaries or (ii) as a result of the taking of any assets of the Borrower or any of its Restricted Subsidiaries by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, *minus* (b) (i) any actual out-of-pocket costs incurred by the Borrower or any of its Restricted Subsidiaries in connection with the adjustment, settlement or collection of any claims of the Borrower or the relevant Restricted Subsidiary in respect thereof, (ii) payment of the outstanding principal amount of, premium or penalty, if any, and interest and other amounts on any Indebtedness

(other than the Loans, and any Indebtedness secured by a Lien that is *pari passu* with or expressly subordinated to the Lien on the Collateral securing the Secured Obligations) that is secured by a Lien on the assets in question and that is required to be repaid or otherwise comes due or would be in default under the terms thereof as a result of such loss, taking or sale, (iii) in the case of a taking, the reasonable out-of-pocket costs of putting any affected property in a safe and secure position, (iv) any selling costs and out-of-pocket expenses (including reasonable broker's fees or commissions, legal fees, transfer and similar Taxes and the Borrower's good faith estimate of income Taxes paid or payable (including pursuant to Tax sharing arrangements or any Tax distributions by a Loan Party, and taking into account any available tax credits or deductions, in each case attributable to such proceeds)) in connection with any sale or taking of such assets as described in clause (a) of this definition and (v) any amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustments associated with any sale or taking of such assets as referred to in clause (a) of this definition (provided that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Insurance/Condemnation Proceeds).

"**Net Proceeds**" means (a) with respect to any Disposition (including any Prepayment Asset Sale), the Cash proceeds (including Cash Equivalents and Cash proceeds subsequently received (as and when received) in respect of non-cash consideration initially received), net of (i) selling costs and out-of-pocket expenses (including reasonable broker's fees or commissions, legal fees, transfer and similar Taxes and the Borrower's good faith estimate of income Taxes paid or payable (including pursuant to Tax sharing arrangements or any Tax distributions, and taking into account any available tax credits or deductions, in each case to the extent attributable to such sale) by a Loan Party in connection with such Disposition), (ii) amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Disposition (provided that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Proceeds), (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness (other than the Loans and any other Indebtedness secured by a Lien that is *pari passu* with or expressly subordinated to the Lien on the Collateral securing the Secured Obligations) which is secured by the asset sold in such Disposition and which is required to be repaid or otherwise comes due or would be in default and is repaid (other than any such Indebtedness that is assumed by the purchaser of such asset) and (iv) Cash escrows (until released from escrow to the Borrower or any of its Restricted Subsidiaries) from the sale price for such Disposition; and (b) with respect to any issuance or incurrence of Indebtedness or Capital Stock, the Cash proceeds thereof, net of all Taxes and customary fees, commissions, costs, underwriting discounts and other fees and expenses incurred in connection therewith.

"**NMTC Transactions**" means one or more transactions involving the disposition and/or financing of Real Estate Assets owned by any Subsidiary of Holdings in the form of a new market tax credit financing or similar financing in an aggregate amount not to exceed $75,000,000.

"**Non-Consenting Lender**" has the meaning assigned to such term in Section 2.19(b).

"**Non-Debt Fund Affiliate**" means any Investor (which is an Affiliate of the Borrower) and any Affiliate of any such Investor, other than any Debt Fund Affiliate.

"**Obligations**" means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Loan Documents in respect of any Loan, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

"**OFAC**" has the meaning assigned to such term in the definition of "Sanctions".

"**Organizational Documents**" means (a) with respect to any corporation, its certificate or articles of incorporation or organization and itsby-laws, (b) with respect to any limited partnership, its certificate of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement, and (e) with respect to any other form of entity, such other organizational documents required by local law or customary under such jurisdiction to document the formation and governance principles of such type of entity. In the event that any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"**Other Applicable Indebtedness**" has the meaning assigned to such term in Section 2.11(b)(ii).

"**Other Connection Taxes**" means, with respect to any Lender or the Administrative Agent, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Other Taxes**" means any and all present or future stamp, court or documentary Taxes or any intangible, recording, filing or other excise or property Taxes, charges or similar levies arising from any payment made under or with respect to any Loan Document or from the execution, delivery, performance of, registration of, perfection of a security interest under, or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, excluding any Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"**Outstanding Amount**" means with respect to Term Loans on any date, the amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans occurring on such date.

"**Parent Company**" means Holdings and any other Person of which the Borrower is an indirect Wholly-Owned Subsidiary.

"**Pari Passu Intercreditor Agreement**" means the Pari Passu Intercreditor Agreement dated as of the Closing Date, by and between the Administrative Agent, Wells Fargo Bank, National Association, as trustee under the 2022 Senior Secured Note Indenture and the other parties thereto from time to time and acknowledged by the Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Participant**" has the meaning assigned to such term in Section 9.05(c).

"**Participant Register**" has the meaning assigned to such term in Section 9.05(c).

"**Patent**" means the following: (a) any and all patents and patent applications; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing.

"**PBGC**" means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"**Pension Plan**" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, which the Borrower or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, maintains or contributes to or has an obligation to contribute to, or otherwise has any liability, contingent or otherwise.

"**Perfection Certificate**" means a certificate substantially in the form of Exhibit E.

"**Perfection Certificate Supplement**" means a supplement to the Perfection Certificate substantially in the form of Exhibit F.

"**Perfection Requirements**" means the filing of appropriate financing statements with the office of the Secretary of State or other appropriate office of the state of organization of each Loan Party, the filing of appropriate security agreements or notices with the U.S. Patent and Trademark Office and the U.S. Copyright Office, the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Material Real Estate Asset constituting Collateral, in each case in favor of the Administrative Agent for the benefit of the Secured Parties and the delivery to the Administrative Agent of any stock certificate, promissory note or other instrument required to be delivered pursuant to the applicable Loan Documents, together with instruments of transfer executed in blank.

"**Permitted Acquisition**" means any acquisition by the Borrower or any of its Restricted Subsidiaries, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or of a majority of the outstanding Capital Stock of any Person (but in any event including any Investment in (x) any Restricted Subsidiary which serves to increase the Borrower's or any Restricted Subsidiary's respective equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of increasing the Borrower's or its relevant Restricted Subsidiary's ownership interest in such joint venture); provided that:

(a) no Event of Default under Section 7.01(a), (f) or (g) exists or would result after giving pro forma effect to such acquisition; and

(b) the total consideration paid by Persons that are Loan Parties for (i) the Capital Stock of any Person that does not become a Guarantor and (ii) in the case of an asset acquisition, assets that are not acquired by the Borrower or any Guarantor, when taken together with the total consideration for all such Persons and assets so acquired after the Closing Date, shall not exceed the sum of (A) (i) the greater of $160,000,000 and 4% of Consolidated Total Assets as of the last day of the most recent Test Period *minus* (ii) the aggregate amount of Investments in Restricted Subsidiaries that are not Loan Parties made pursuant to Section 6.06(e)(ii), and (B) amounts otherwise available under clauses (q), (r), (x) and (bb) of Section 6.06; provided that the limitation described in this clause (b) shall not apply to any acquisition to the extent (x) such acquisition is made with the proceeds of sales of the Qualified Capital Stock of, or common

equity capital contributions to, the Borrower or any Restricted Subsidiary or (y) the Person so acquired (or the Person owning the assets so acquired) becomes a Subsidiary Guarantor even though such Person owns Capital Stock in Persons that are not otherwise required to become Subsidiary Guarantors, if, in the case of this clause (y), not less than 65.0% of the Consolidated Adjusted EBITDA of the Person(s) acquired in such acquisition (for this purpose and for the component definitions used therein, determined on a consolidated basis for such Persons and their respective Restricted Subsidiaries) is generated by Person(s) that will become Subsidiary Guarantors (i.e., disregarding any Consolidated Adjusted EBITDA generated by Restricted Subsidiaries of such Subsidiary Guarantors that are not (or will not become) Subsidiary Guarantors).

"**Permitted Holders**" means (a) the Investors and (b) any Person with which one or more Investors form a "group" (within the meaning of Section 14(d) of the Exchange Act) so long as, in the case of this clause (b), the relevant Investors beneficially own more than 50% of the relevant voting stock beneficially owned by the group.

"**Permitted Liens**" means Liens permitted pursuant to Section 6.02.

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

"**Plan**" means any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) maintained by the Borrower or any of its Restricted Subsidiaries, other than any Multiemployer Plan.

"**Platform**" has the meaning assigned to such term in Section 9.01(d).

"**Potters GP**" means Potters Holdings GP, Ltd, a Cayman Islands exempted company.

"**Potters LP**" means Potters Holdings, L.P., an exempt limited partnership registered under the laws of Cayman Islands.

"**Prepayment Asset Sale**" means any Disposition by the Borrower or its Restricted Subsidiaries made pursuant to, Section 6.07(h), Section 6.07(n), Section 6.07(q), clause (ii) to the proviso to Section 6.07(r) (to the extent provided therein), Section 6.07(z)(i) and Section 6.08 other than, in each case, any Disposition with respect to ABL Collateral so long as the ABL Facility is in effect.

"**Primary Obligor**" has the meaning assigned to such term in the definition of "Guarantee".

"**Prime Rate**" means the rate of interest per annum determined from time to time by Credit Suisse as its prime rate in effect at its principal office in New York City and notified to the Borrower. The prime rate is a rate set by Credit Suisse based upon various factors including Credit Suisse's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such rate.

"**Pro Forma Basis**" or "**pro forma effect**" means "**Pro Forma Basis**" or "**pro forma effect**" means, with respect to any determination of the Total Leverage Ratio, the Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Fixed Charge Coverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets (including component definitions thereof), that:

(a) each Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period (or, in the case of Consolidated Total Assets or any other balance sheet item, as of the last day of such Test Period) with respect to any test or covenant for which such calculation is being made,

(b) in the case of (A) any Disposition of all or substantially all of the Capital Stock of any Restricted Subsidiary or any division and/or product line of the Borrower, any Restricted Subsidiary, (B) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary and (C) the implementation of any Cost Savings Initiative, income statement items (whether positive or negative and including any Expected Cost Savings) attributable to the property or Person subject to such Subject Transaction, shall be excluded as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of any Permitted Acquisition, Investment and/or designation of an Unrestricted Subsidiary as a Restricted Subsidiary described in the definition of the term "Subject Transaction", income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that any pro forma adjustment described in this clause (b) may be applied to any such test or covenant solely to the extent that such adjustment is consistent with the definition of "Consolidated Adjusted EBITDA",

(c) any retirement or repayment of Indebtedness (other than normal fluctuations in revolving Indebtedness incurred for working capital purposes) shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(d) any Indebtedness incurred by the Borrower or any of its Restricted Subsidiaries in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that, (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable Test Period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (y) interest on any obligation with respect to any Capital Lease shall be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of the Borrower to be the rate of interest implicit in such obligation in accordance with GAAP and (z) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Borrower, and

(e) the acquisition of any assets included in calculating Consolidated Total Assets, whether pursuant to any Subject Transaction or any Person becoming a subsidiary or merging, amalgamating or consolidating with or into the Borrower or any of its subsidiaries, or the Disposition of any assets included in calculating Consolidated Total Assets described in the definition of "Subject Transaction" shall be deemed to have occurred as of the last day of the applicable Test Period with respect to any test or covenant for which such calculation is being made.

In the case of any calculation of the Total Leverage Ratio, the Secured Leverage Ratio, the Fixed Charge Coverage Ratio, the Senior Secured Leverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets for any events described above that occur prior to the first date on which financial statements have been (or are required to be) delivered hereunder, such calculation to be made on a "Pro Forma Basis" shall use the financial statements delivered pursuant to Section 4.01(c)(ii) for the Fiscal Year ended December 31, 2015. Notwithstanding anything to the contrary set forth in the immediately preceding paragraph, for the avoidance of doubt, when calculating the Senior Secured Leverage Ratio for purposes of the definitions of "Applicable Rate", the events described in the immediately preceding paragraph that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect.

"**Projections**" means the projections of the Borrower and its subsidiaries included in the Information Memorandum (or a supplement thereto).

"**Promissory Note**" means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit G, evidencing the aggregate outstanding principal amount of Loans of the Borrower to such Lender resulting from the Loans made by such Lender.

"**Public Company Costs**" means any Charge associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and, in each case, similar Requirements of Law under other jurisdictions), as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, any Charge relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing fees.

"**Public Lender**" has the meaning assigned to such term in Section 9.01(d).

"**Published LIBO Rate**" means, with respect to any Interest Period when used in reference to any Loan or Borrowing,

(a) in the case of any LIBO Rate Loan denominated in Dollars, (1) the rate of interest appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to such service as determined by Administrative Agent) as the London interbank offered rate for deposits in Dollars for a term comparable to such Interest Period, at approximately 11:00 a.m. (London time) on the date which is two Business Days prior to the commencement of such Interest Period (but if more than one rate is specified on such page, the rate will be an arithmetic average of all such rates) and (2) if such rate is not available at such time for any reason, then the "Published LIBO Rate" for such Interest Period shall be the interest rate per annum reasonably determined by the Administrative Agent in good faith to be the rate per annum at which deposits in Dollars for delivery on the first day of such Interest Period in immediately available funds in the approximate amount of the LIBO Rate Loan being made, continued or converted by the Administrative Agent and with a term equivalent to such Interest Period would be offered to the Administrative Agent by major banks in the London or other offshore interbank market for Dollars at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

(b) in the case of any LIBO Rate Loan denominated in Euros, (1) the rate of interest appearing on the Reuters Page EURIBOR01 (or any successor or substitute page of such service, or any successor such service as determined by the Administrative Agent) as the Euro Interbank

Offered Rate for deposits in Euros for a term comparable to such Interest Period at approximately 11:00 a.m. (London time) on the date which is two Business Days prior to the commencement of such Interest Period (but if more than one rate is specified on such page, the rate will be an arithmetic average of all such rates) and (2) if such rate is not available at such time for any reason, then the "Published LIBO Rate" for such Interest Period shall be the interest rate per annum reasonably determined by the Administrative Agent in good faith to be the rate per annum at which deposits in Euros for delivery on the first day of such Interest Period in immediately available funds in the approximate amount of the LIBO Rate Loan being made, continued or converted by the Administrative Agent and with a term equivalent to such Interest Period would be offered to the Administrative Agent by major banks in the London or other offshore interbank market for Euros at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

"**Qualified Capital Stock**" of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

"**Qualifying IPO**" means the issuance and sale by the Borrower or any Parent Company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering) pursuant to which Net Proceeds of at least $70,000,000 are received by, or contributed to, the Borrower.

"**Real Estate Asset**" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) of any Loan Party in and to real property (including, but not limited to, land, improvements and fixtures thereon).

"**Receivables**" means all accounts receivable and property relating thereto (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance).

"**Refinancing**" means the repayment in full of all Indebtedness outstanding under, and the termination of the commitments under (and all guaranties, Liens and security relating to) the Existing Credit Agreements and the Existing PQ Notes.

"**Refinancing Amendment**" means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower executed by (a) Holdings and the Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Replacement Term Loans or the Replacement Revolving Facility, as applicable, being incurred pursuant thereto and in accordance with Section 9.02(c).

"**Refinancing Indebtedness**" has the meaning assigned to such term in Section 6.01(p).

"**Refunding Capital Stock**" has the meaning assigned to such term in Section 6.04(a)(ix).

"**Register**" has the meaning assigned to such term in Section 9.05(b).

"**Regulation D**" means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation H**" means Regulation H of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation T**" means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Funds**" shall mean with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"**Related Parties**" means, with respect to any specified Person, such Person's Affiliates and controlling persons and its or their respective directors, officers, employees, partners, agents, advisors and other representatives.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into or through the Environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

"**Reorganization**" means transactions contemplated by the Reorganization Agreement, including the First/PQ/Eco Merger, the PQ Holdings Contribution, the Second PQ/Eco Merger and the Eco Contribution.

"**Reorganization Agreement**" means the Reorganization and Transaction Agreement dated August 17, 2015, by and among PQ Holdings Inc., PQ Group Holdings Inc., Eco Merger Sub Corporation, the Borrower, certain affiliated investment funds of the Sponsor, Eco Services Topco LLC, Eco Services Midco LLC, Eco Services Group Holdings LLC, Eco Services Intermediate Holdings LLC and Eco Services Operations LLC.

"**Replaced Revolving Facility**" has the meaning assigned to such term in Section 9.02(c).

"**Replaced Term Loans**" has the meaning assigned to such term in Section 9.02(c).

"**Replacement Revolving Facility**" has the meaning assigned to such term in Section 9.02(c).

"**Replacement Term Loans**" has the meaning assigned to such term in Section 9.02(c).

"**Representative**" has the meaning assigned to such term in Section 9.13.

"**Repricing Transaction**" means each of (a) the prepayment, repayment, refinancing, substitution or replacement of all or a portion of the Initial Term Loans substantially concurrently with the incurrence by any Loan Party of any secured term loans (including any Replacement Term Loans) having

an effective interest cost or weighted average yield (with the comparative determinations to be made by the Administrative Agent in a manner consistent with generally accepted financial practices, and in any event consistent with the second proviso to Section 2.22(a)(v)) that is less than the effective interest cost or weighted average yield (as determined by the Administrative Agent on the same basis) applicable to the Initial Term Loans so prepaid, repaid, refinanced, substituted or replaced and (b) any amendment, waiver or other modification to this Agreement that would have the effect of reducing the effective interest cost of, or weighted average yield (to be determined by the Administrative Agent on the same basis as set forth in preceding clause (a)) of, the Initial Term Loans; provided that the primary purpose (as reasonably determined by the Administrative Agent and the Borrower) of such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification was to reduce the effective interest cost or weighted average yield of the Initial Term Loans; provided, further, that in no event shall any such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification in connection with a Change of Control, Qualifying IPO or Transformational Event constitute a Repricing Transaction. Any determination by the Administrative Agent contemplated by preceding clauses (a) and (b) shall be conclusive and binding on all Lenders, and the Administrative Agent shall have no liability to any Person with respect to such determination absent bad faith, gross negligence or willful misconduct.

"**Required Lenders**" means, at any time, Lenders having Loans or unused Commitments representing more than 50% of the sum of the total Loans and such unused commitments at such time.

"**Requirements of Law**" means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" of any Person means the chief executive officer, the president, the chief financial officer, the treasurer, any assistant treasurer, any executive vice president, any senior vice president, any vice president or the chief operating officer of such Person and any other individual or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date, shall include any secretary or assistant secretary or any other individual or similar official thereof with substantially equivalent responsibilities of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of any Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"**Responsible Officer Certification**" means, with respect to the financial statements for which such certification is required, the certification of a Responsible Officer of the Borrower that such financial statements fairly present, in all material respects, in accordance with GAAP, the consolidated financial condition of the Borrower as at the dates indicated and its consolidated income and cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"**Restricted Amount**" has the meaning set forth in Section 2.11(b)(iv).

"**Restricted Debt**" has the meaning set forth in Section 6.04(b).

"**Restricted Debt Payment**" has the meaning set forth in Section 6.04(b).

"**Restricted Payment**" means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of the Borrower, except a dividend payable solely in shares of Qualified Capital Stock to the holders of such class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of the Borrower and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of the Borrower now or hereafter outstanding.

"**Restricted Subsidiary**" means, as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise specified, "Restricted Subsidiary" shall mean any Restricted Subsidiary of the Borrower.

"**Revolving Lender**" means a Lender with an Additional Revolving Commitment or an outstanding Additional Revolving Loan.

"**Revolving Loans**" means the Additional Revolving Loans.

"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of the McGraw-Hill Companies, Inc.

"**Sale and Lease-Back Transaction**" has the meaning assigned to such term in Section 6.08.

"**Sanctioned Country**" means, at any time, a country or territory that is itself the subject or target of any Sanctions (at the time of this Agreement, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria).

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country, except that any Person that is not organized in the U.S. shall not be a Sanctioned Person on the basis of having transactions in or relating to a Sanctioned Country that are not prohibited by Sanctions, or (c) any Person owned or controlled by any such Person.

"**Sanctions**" mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"**Scheduled Consideration**" has the meaning assigned to such term in the definition of "Excess Cash Flow".

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

"**Secured Hedging Obligations**" means all Hedging Obligations (other than any Excluded Swap Obligations) under each Hedge Agreement that (a) is in effect on the Closing Date between any Loan Party and a counterparty that is the Administrative Agent, a Lender, an Arranger or any Affiliate of the Administrative Agent, a Lender or an Arranger as of the Closing Date or (b) is entered into after the Closing Date between any Loan Party and any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such Hedge Agreement is entered into, for

which such Loan Party agrees to provide security and in each case that has been designated to the Administrative Agent in writing by the Borrower as being a Secured Hedging Obligation for purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender.

"**Secured Leverage Ratio**" means the ratio, as of any date of determination, of (a) Consolidated Secured Debt as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended, in each case for the Borrower and its Restricted Subsidiaries on a consolidated basis.

"**Secured Obligations**" means all Obligations, together with (a) all Banking Services Obligations and (b) all Secured Hedging Obligations.

"**Secured Parties**" means (i) the Lenders, (ii) the Administrative Agent, (iii) each counterparty to a Hedge Agreement with a Loan Party the obligations under which constitute Secured Hedging Obligations, (iv) each provider of Banking Services to any Loan Party the obligations under which constitute Banking Services Obligations, (v) the Arrangers and (vi) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document.

"**Securities**" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that "Securities" shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

"**Securities Act**" means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

"**Security Agreement**" means the Term Loan Pledge and Security Agreement, substantially in the form of Exhibit J, among the Loan Parties and the Administrative Agent for the benefit of the Secured Parties.

"**Senior Note Documents**" means the 2022 Senior Note Documents, the 2022 Senior Secured Note Documents, and the 2022 Senior Unsecured Note Documents.

"**Senior Note Indentures**" means the 2022 Senior Note Indenture, the 2022 Senior Secured Note Indenture, and the 2022 Senior Unsecured Note Purchase Agreement.

"**Senior Notes**" means the 2022 Senior Notes, the 2022 Senior Secured Notes, and the 2022 Senior Unsecured Notes.

"**Senior Secured Leverage Ratio**" means the ratio, as of any date of determination, of (a) Consolidated Senior Secured Debt as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended, in each case for the Borrower and its Restricted Subsidiaries on a consolidated basis.

"**SPC**" has the meaning assigned to such term in Section 9.05(e).

"**Specified Lease Transactions**" means lease and lease-back and sale and lease-back transactions consummated by any Loan Party and one or more governmental units in connection with arrangements pursuant to applicable state or local law by which a Loan Party obtains partial or full abatement of ad valorem taxes levied against the subject property, including, without limitation, those transactions described on Schedule 1.01(c).

"**specified transaction**" shall have the meaning ascribed to such term in Section 1.08(a).

"**Sponsor**" means CCMP Capital Advisors, LP and any of its controlled Affiliates and funds managed or advised by any of them or any of their respective controlled Affiliates.

"**Subject Person**" has the meaning assigned to such term in the definition of "Consolidated Net Income".

"**Subject Proceeds**" has the meaning assigned to such term in Section 2.11(b)(ii).

"**Subject Transaction**" means, with respect to any Test Period, (a) the Transactions, (b) any Permitted Acquisition or any other acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or any facility, or of a majority of the outstanding Capital Stock of any Person (including any Investment in a subsidiary which serves to increase any Borrower's or any subsidiary's respective equity ownership in such subsidiary or any acquisition or Investment in any joint venture for the purpose of purchasing any or all of the interests of any joint venture partner), in each case permitted by this Agreement, (c) any Disposition of all or substantially all of the assets or Capital Stock of a subsidiary (or any business unit, line of business or division of any Borrower or a Restricted Subsidiary) not prohibited by this Agreement, (d) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Restricted Subsidiary in accordance with Section 5.10 hereof, (e) the incurrence or repayment of Indebtedness, (f) the implementation of any Cost Savings Initiative and/or or (g) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis.

"**Subordinated Indebtedness**" means any Indebtedness of the Borrower or any of its Restricted Subsidiaries that is expressly subordinated in right of payment to the Obligations.

"**subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding. Unless otherwise specified, "subsidiary" shall mean any subsidiary of the Borrower.

"**Subsidiary Guarantor**" means (x) on the Closing Date, each subsidiary of the Borrower (other than any subsidiary that is an Excluded Subsidiary on the Closing Date) and (y) thereafter, each subsidiary of the Borrower that guarantees the Secured Obligations pursuant to the terms of this Agreement, in each case, until such time as the relevant subsidiary is released from its obligations under the Loan Guaranty in accordance with the terms and provisions hereof.

"**Successor Borrower**" has the meaning assigned to such term in Section 6.07(a).

"**Swap Obligations**" means, with respect to any Loan Party, 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.

"**TARGET2 Day**" shall mean any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euros.

"**Taxes**" means any and all present and 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**" has the meaning assigned to such term in the lead-in to Article 5.

"**Term Facility**" means the Term Loans provided to or for the benefit of the Borrower pursuant to the terms of this Agreement.

"**Term Lender**" means a Lender with an Initial Term Loan Commitment or an Additional Term Commitment or an outstanding Initial Term Loan or Additional Term Loan.

"**Term Loan**" means the Initial Term Loans and, if applicable, any Additional Term Loans.

"**Test Period**" means, as of any date, the period of four consecutive Fiscal Quarters then most recently ended for which financial statements under Section 5.01(a) or Section 5.01(b), as applicable, have been delivered (or are required to have been delivered); it being understood and agreed that prior to the first delivery of financial statements of Section 5.01(a), "Test Period" means the period of four consecutive Fiscal Quarters in respect of which financial statements were delivered pursuant to Section 4.01(c).

"**Threshold Amount**" means $50,000,000.

"**Total Leverage Ratio**" means the ratio, as of any date of determination, of (a) Consolidated Total Debt outstanding as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended in each case for the Borrower and its Restricted Subsidiaries.

"**Trademark**" means the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (d) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

"**tranche**" has the meaning assigned to such term in Section 2.23(a).

"**Tranche B-1 Term Loans**" shall mean the term loans made by the Lenders to the Borrower pursuant to Section 2.01(a)(i).

"**Tranche B-2 Term Loans**" shall mean the term loans made by the Lenders to the Borrowers pursuant to Section 2.01(a)(ii).

"**Transaction Costs**" means fees, premiums, expenses and other transaction costs (including original issue discount or upfront fees) payable or otherwise borne by Holdings and its subsidiaries in connection with the Transactions and the transactions contemplated thereby.

"**Transactions**" means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the Borrowing of Loans hereunder, (b) the Reorganization, (c) the execution, delivery and performance by the Loan Parties and certain other Subsidiaries of the Borrower of the ABL Facility Documentation and the borrowing of the loans thereunder on the Closing Date, (d) the issuance of the Senior Notes, (e) the Refinancing and (f) the payment of the Transaction Costs.

"**Transformational Event**" means any acquisition or investment by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such acquisition or investment or (b) if permitted by the terms of this Agreement immediately prior to the consummation of such acquisition or investment, would not provide the Borrower and its subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith.

"**Treasury Capital Stock**" has the meaning assigned to such term in Section 6.04(a)(ix).

"**Treasury Regulations**" means the U.S. federal income tax regulations promulgated under the Code.

"**Type**", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the LIBO Rate or the Alternate Base Rate.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the creation or perfection of security interests.

"**Unrestricted Subsidiary**" means any subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary on the Closing Date and listed on Schedule 5.10 or after the Closing Date pursuant to Section 5.10.

"**U.S.**" means the United States of America.

"**USA PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

"**U.S. Tax Compliance Certificate**" has the meaning assigned to such term in Section 2.17(f).

"**Weighted Average Life to Maturity**" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"**Wholly-Owned Subsidiary**" of any Person means a subsidiary of such Person, 100% of the Capital Stock of which (other than directors' qualifying shares or shares required by law to be owned by a resident of the relevant jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

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

"**2022 Senior Note Documents**" means the 2022 Senior Note Indenture under which the 2022 Senior Notes are issued and all other instruments, agreements and other documents evidencing the 2022 Senior Notes or providing for any Guarantee or other right in respect thereof.

"**2022 Senior Note Indenture**" means the Indenture for the 2022 Senior Notes, dated as of October 24, 2014, among the Borrower (as successor to Eco Finance Corp., a Delaware corporation), and Wilmington Trust, National Association, as trustee.

"**2022 Senior Notes**" means the senior unsecured notes due 2022 in the aggregate principal amount of $200,000,000 and the Guarantees thereof, in each case together with any amendment, modification, supplement, restatement, amendment and restatement, extension, renewal, refinancing, refunding or replacement thereof to the extent permitted or not restricted by this Agreement.

"**2022 Senior Secured Note Documents**" means the 2022 Senior Secured Note Indenture under which the 2022 Senior Secured Notes are issued and all other instruments, agreements and other documents evidencing the 2022 Senior Secured Notes or providing for any Guarantee or other right in respect thereof.

"**2022 Senior Secured Note Indenture**" means the Indenture for the 2022 Senior Secured Notes, dated as of May 4, 2016 among the Borrower, the guarantors named therein and Wells Fargo Bank, National Association, as trustee and as collateral agent.

"**2022 Senior Secured Notes**" means the senior secured notes due 2022 in the aggregate principal amount of $625,000,000 and the Guarantees thereof, in each case together with any amendment, modification, supplement, restatement, amendment and restatement, extension, renewal, refinancing, refunding or replacement thereof to the extent permitted or not restricted by this Agreement.

"**2022 Senior Unsecured Note Documents**" means the 2022 Senior Unsecured Note Purchase Agreement under which the 2022 Senior Unsecured Notes are issued and all other instruments, agreements and other documents evidencing the 2022 Senior Unsecured Notes or providing for any Guarantee or other right in respect thereof.

"**2022 Senior Unsecured Note Purchase Agreement**" means the Note Purchase Agreement for the 2022 Senior Unsecured Notes, dated as of May 4, 2016, among the Borrower, the purchasers named therein and Wilmington Trust, National Association, as administrative agent.

"**2022 Senior Unsecured Notes**" means the senior unsecured notes due 2022 in the aggregate principal amount of $525,000,000 and the Guarantees thereof, in each case together with any amendment, modification, supplement, restatement, amendment and restatement, extension, renewal, refinancing, refunding or replacement thereof to the extent permitted or not restricted by this Agreement.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (*e.g.*, a "Term Loan" or "Tranche B-1 Term Loan") or by Type (*e.g.*, a "LIBO Rate Loan") or by Class and Type (*e.g.*, a "LIBO Rate Term Loan"). Borrowings also may be classified and referred to by Class (*e.g.*, a "Term Borrowing") or by Type (*e.g.*, a "LIBO Rate Borrowing") or by Class and Type (*e.g.*, a "LIBO Rate Term Borrowing").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein or in any Loan Document shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified or extended, replaced or refinanced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications or extensions, replacements or refinancings set forth herein), (b) any reference to any law in any Loan Document shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein or in any Loan Document to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein," "hereof" and "hereunder," and words of similar import, when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision hereof, (e) all references herein or in any Loan Document to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, such Loan Document, (f) in the computation of periods of time in any Loan Document from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" mean "to but excluding" and the word "through" means "to and including" and (g) the words "asset" and "property", when used in any Loan Document, 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. For purposes of determining compliance at any time with Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 and 6.09, in the event that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition or Affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01 (other than Section 6.01(a) and (c)), 6.02 (other than Section 6.02(a)), 6.04, 6.05, 6.06, 6.07 and 6.09, the Borrower, in its sole discretion, may, from time to time, classify or reclassify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category. It is understood and agreed that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition and/or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition and/or Affiliate transaction under Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 or 6.09, respectively, but may instead be permitted in part under any combination thereof.

Section 1.04 Accounting Terms; GAAP.

(a) All financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and, except as otherwise expressly provided herein, all terms of an accounting or financial nature that are used in calculating the Total Leverage Ratio, the Senior Secured Leverage Ratio, the Secured Leverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets shall be construed and interpreted in accordance with GAAP, as in effect from time to time; provided that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date of delivery of the financial statements described in Section 3.04(a) in GAAP or in the application thereof (including the conversion to IFRS as described below) on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change becomes effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided, further, that if such an amendment is requested by the Borrower or the Required Lenders, then the Borrower and the Administrative Agent shall negotiate in good faith to enter into an amendment of the relevant affected provisions (without the payment of any amendment or similar fee to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof; provided, further, that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any subsidiary at "fair value", as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. If the Borrower notifies the Administrative Agent that the Borrower (or its applicable Parent Company) is required to report under IFRS or has elected to do so through an early adoption policy, "**GAAP**" shall mean international financial reporting standards pursuant to IFRS (provided that after such conversion, the Borrower cannot elect to report under GAAP).

(b) Notwithstanding anything to the contrary herein, but subject to Section 1.10, all financial ratios and tests (including the Total Leverage Ratio, the Senior Secured Leverage Ratio, the Secured Leverage Ratio, the Fixed Charge Coverage Ratio and the amount of Consolidated Total Assets and Consolidated Adjusted EBITDA) contained in this Agreement that are calculated with respect to any Test Period during which any Subject Transaction occurs shall be calculated with respect to such Test Period and such Subject Transaction on a Pro Forma Basis. Further, if since the beginning of any such Test Period and on or prior to the date of any required calculation of any financial ratio or test (x) any Subject Transaction has occurred or (y) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries or any joint venture since the beginning of such Test Period has consummated any Subject Transaction, then, in each case, any applicable financial ratio or test shall be calculated on a Pro Forma Basis for such Test Period as if such Subject Transaction had occurred at the beginning of the applicable Test Period (it being understood, for the avoidance of doubt, that solely for purposes of calculating the Senior Secured Leverage Ratio for purposes of the definitions of "Applicable Rate" the date of the required calculation shall be the last day of the Test Period, and no Subject Transaction occurring thereafter shall be taken into account).

(c) Notwithstanding anything to the contrary contained in paragraph (a) above or in the definition of "Capital Lease", in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that such leases were in existence on the date hereof) that would constitute Capital Leases in conformity with GAAP on the date hereof shall be considered Capital Leases, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

Section 1.05 Effectuation of Transactions. Each of the representations and warranties contained in this Agreement (and all corresponding definitions) is made after giving effect to the Transactions, unless the context otherwise requires.

Section 1.06 Timing of Payment of Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.07 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.08 Currency Generally.

(a) For purposes of any determination under Article 5, Article 6 or Article 7 with respect to the amount of any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition, Sale and Lease-Back Transaction, affiliate transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement, (any of the foregoing, a "**specified transaction**"), in a currency other than Dollars, (i) the Dollar equivalent amount of a specified transaction in a currency other than Dollars shall be calculated based on the rate of exchange quoted by the Bloomberg Foreign Exchange Rates & World Currencies Page (or any successor page thereto, or in the event such rate does not appear on any Bloomberg Page, by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower) for such foreign currency, as in effect at 11:00 a.m. (London time) on the date of such specified transaction (which, in the case of any Restricted Payment, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed); provided that if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than Dollars, and the relevant refinancing or replacement would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing or replacement, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of such Indebtedness being refinanced or replaced, except by an amount equal to (x) unpaid accrued interest and premiums (including tender premiums) thereon *plus* other reasonable and customary fees and expenses (including upfront fees and original issue discount) incurred in connection with such refinancing or replacement, (y) any existing commitments unutilized thereunder and (z) additional amounts permitted to be incurred under Section 6.01 and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the rate of currency exchange occurring after the time of any specified transaction so long as such specified transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i). For purposes of the calculation of compliance with any financial ratio for purposes of taking any action hereunder, on any relevant date of determination, amounts denominated in currencies other than Dollars shall be translated into Dollars at

the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Section 5.01(a) or (b), as applicable, for the relevant Test Period and will, with respect to any Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of any Hedge Agreement permitted hereunder in respect of currency exchange risks with respect to the applicable currency in effect on the date of determination for the Dollar equivalent amount of such Indebtedness.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower's consent to appropriately reflect a change in currency of any country and any relevant market convention or practice relating to such change in currency.

Section 1.09 Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with Incremental Loans, Replacement Term Loans, Loans in connection with any Replacement Revolving Facility, Extended Term Loans, Extended Revolving Loans or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in immediately available funds", "in Cash" or any other similar requirement.

Section 1.10 Certain Calculations and Tests.

(a) Notwithstanding anything to the contrary herein, to the extent that the terms of this Agreement require (i) compliance with any financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test or any Fixed Charge Coverage Ratio test) and/or the amount of Consolidated Adjusted EBITDA or any cap expressed as a percentage of Consolidated Total Assets or (ii) the absence of a Default or Event of Default (or any type of Default or Event of Default) as a condition to (A) the consummation of any transaction in connection with any acquisition or similar Investment, (B) the making of any Restricted Payment and/or (C) the making of any Restricted Debt Payment (including in each case of clauses (A), (B) and (C), the related assumption or incurrence of Indebtedness) (such action pursuant to clauses (A), (B) or (C), a "**Limited Condition Transaction**"), the determination of whether the relevant condition is satisfied may be made, at the election of the Borrower (a "**LCT Election**"), (1) in the case of any acquisition or similar Investment or related incurrence or assumption of Indebtedness, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of), either (x) the execution of the definitive agreement with respect to such acquisition or Investment, or incurrence or assumption of Indebtedness or (y) the consummation of such acquisition or Investment, or incurrence or assumption of Indebtedness, (2) in the case of any Restricted Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) the declaration of such Restricted Payment or (y) the making of such Restricted Payment and (3) in the case of any Restricted Debt Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of irrevocable (which may be conditional) notice with respect to such Restricted Debt Payment or (y) the making of such Restricted Debt Payment (the applicable date pursuant to clause (1), (2) or (3), as applicable, the "**LCT Test Date**"), in each case, after giving effect to the relevant acquisition, Indebtedness, Restricted Payment and/or Restricted Debt Payment on a Pro Forma Basis. If the Borrower has made a LCT Election for any Limited Condition Transaction, then in connection with any subsequent determination of compliance with any financial ratio or test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets with respect to the incurrence of Indebtedness or Liens, or the making of Restricted Payments or Restricted Debt Payments on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition

Transaction is consummated or the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, compliance with any such financial ratio or test and/or amount of Consolidated Adjusted EBITDA or Consolidated Total Assets shall be tested by calculating the availability under such financial ratio or test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets, as applicable, on a pro forma basis assuming such Limited Condition Transaction and any other transactions in connection therewith have been consummated (including any incurrence of Indebtedness and the use of proceeds thereof).

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets), such financial ratio or test shall be calculated at the time such action is taken (subject to clause (a) above), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(c) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Senior Leverage Ratio test and/or any Total Leverage Ratio test and/or any Fixed Charge Coverage Ratio test) (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Senior Leverage Ratio test and/or any Total Leverage Ratio test) (any such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence-Based Amounts; however, for the avoidance of doubt, substantially concurrent incurrence of Indebtedness and Liens in reliance upon Fixed Amounts shall not be disregarded for purposes of testing compliance with the Total Leverage Ratio or the Fixed Charge Coverage Ratio under Section 6.04 and Section 6.06.

Section 1.11 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up for five).

ARTICLE 2

THE CREDITS

Section 2.01 Commitments.

(a) Subject to the terms and conditions set forth herein, each Term Lender severally, and not jointly, agrees (i) to make a loan in Dollars (each, an "**Tranche B-1 Term Loan**" and collectively, the "**Tranche B-1 Term Loans**") to the Borrower on the Closing Date in a principal amount not to exceed its Initial TrancheB-1 Commitment and (ii) to make a loan in Euros (each, an "**Tranche B-2 Term Loan**" and collectively, the "**Tranche B-2 Term Loans**") to the Borrower on the Closing Date in a principal amount not to exceed its Initial Tranche B-2 Commitment (each loan made under this Section 2.01(a), an "Initial Term Loan" and collectively, the "Initial Term Loans").

(b) Subject to the terms and conditions of this Agreement and any applicable Refinancing Amendment, Extension Amendment or Incremental Facility Agreement, each Lender and each Additional Lender with any Additional Revolving Commitment or Additional Term Commitment, as the case may be, for a given Class severally, and not jointly, agrees to make Additional Revolving Loans and/or Additional Term Loans, as the case may be, of such Class to the Borrower, which Loans shall not exceed for any such Lender or Additional Lender at the time of any incurrence thereof, the Additional Revolving Commitment or Additional Term Commitment, as the case may be, of such Class of such Lender or Additional Lender on the respective Incremental Term Loan Borrowing Date. Notwithstanding the foregoing, if the applicable Additional Term Commitment in respect of any Incremental Term Loan Borrowing Date is not drawn on such Incremental Term Loan Borrowing Date, the undrawn amount shall automatically be cancelled. Amounts repaid or prepaid in respect of such Incremental Term Loans may not be reborrowed.

Section 2.02 Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class.

(b) Subject to Section 2.01 and Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or LIBO Rate Loans as the Borrower may request in accordance herewith; provided that Tranche B-2 Term Loans shall be made and maintained as LIBO Rate Loans at all time. Each Lender at its option may make any LIBO Rate Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that (i) any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement, (ii) such LIBO Rate Loan shall be deemed to have been made and held by such Lender, and the obligation of the Borrower to repay such LIBO Rate Loan shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the Borrower resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided further that any such domestic or foreign branch or Affiliate of such Lender shall not be entitled to any greater indemnification under Section 2.17 with respect to such LIBO Rate Loan than that to which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of a Change in Law after the date on which such Loan was made).

(c) Borrowings of more than one Type and Class may be outstanding at the same time;provided that there shall not at any time be more than a total of 10 different Interest Periods in effect for LIBO Rate Borrowings at any time outstanding (or such greater number of different Interest Periods as the Administrative Agent may agree from time to time).

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not, nor shall it be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date applicable to such Loans.

Section 2.03 Requests for Borrowings. Each Borrowing in respect of the Term Facility, each Borrowing in respect of any Additional Revolving Facility, each conversion of Term Loans or Revolving Loans from one Type to the other, and each continuation of LIBO Rate Loans shall be made upon irrevocable notice by the Borrower to the Administrative Agent. Each such notice must be in writing or by telephone (and promptly confirmed in writing) and must be received by the Administrative Agent not later than 12:00 p.m. (i) three Business Days prior to the requested day of any Borrowing, conversion or continuation of LIBO Rate Loans (or one Business Day in the case of any Borrowing of LIBO Rate Loans to be made on the Closing Date) or (ii) on the requested date of any Borrowing of ABR Loans (or, in each case, such later time as shall be acceptable to the Administrative Agent); provided, however, that if the Borrower wishes to request LIBO Rate Loans having an Interest Period of other than one, two, three or six months in duration as provided in the definition of "Interest Period," (A) the applicable notice from the Borrower must be received by the Administrative Agent not later than 12:00 p.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the relevant Lenders of such request and determine whether the requested Interest Period is available to by all the relevant Lenders. Each written notice (or confirmation of telephonic notice) with respect to a Borrowing by the Borrower pursuant to this Section 2.03 shall be delivered to the Administrative Agent in the form of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) the Class of such Borrowing;

(b) the aggregate amount of the requested Borrowing;

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

(d) whether such Borrowing is to be an ABR Borrowing or a LIBO Rate Borrowing;

(e) in the case of a LIBO Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(f) the location and number of the Borrower's account or any other designated account(s) to which funds are to be disbursed (the "**Funding Account**").

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing (except that Tranche B-2 Term Loans shall be comprised of LIBO Rate Loans). If no Interest Period is specified with respect to any requested LIBO Rate Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall advise each Lender of the details thereof and of the amount of the Loan to be made as part of the requested Borrowing (x) in the case of any ABR Borrowing, on the same Business Day of receipt of a Borrowing Request in accordance with this Section 2.03 or (y) in the case of any LIBO Rate Borrowing, no later than one Business Day following receipt of a Borrowing Request in accordance with this Section 2.03.

Section 2.04 Reserved.

Section 2.05 Reserved.

Section 2.06 Reserved.

Section 2.07 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m. to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's respective Applicable Percentage. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account or as otherwise directed by the Borrower.

(b) Unless the Administrative Agent has received notice from any Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.07 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if any Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate (or, with respect to any amount denominated in Euros, the rate of interest per annum at which overnight deposits in Euros, on an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by the Administrative Agent in the applicable offshore interbank market for such currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to Loans comprising such Borrowing at such time. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing and the Borrower's obligation to repay the Administrative Agent such corresponding amount pursuant to this Section 2.07(b) shall cease. If the Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder.

Section 2.08 Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a LIBO Rate Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert any Borrowing to a Borrowing of a different Type or to continue such Borrowing and, in the case of a LIBO Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.08; provided that Tranche B-2 Term Loans shall be LIBO Rate Borrowings at all times. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders based upon their Applicable Percentages and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to thisSection 2.08, the Borrower shall notify the Administrative Agent of such election either in writing or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly in writing to the Administrative Agent of a written Interest Election Request signed by a Responsible Officer of the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a LIBO Rate Borrowing; and

(iv) if the resulting Borrowing is a LIBO Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a LIBO Rate Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a LIBO Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, such Borrowing shall be converted at the end of such Interest Period to a LIBO Rate Borrowing with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default exists and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as such Event of Default exists (i) no outstanding Borrowing may be converted to or continued as a LIBO Rate Borrowing and (ii) unless repaid, each LIBO Rate Borrowing shall be converted to an ABR Borrowing at the end of the then-current Interest Period applicable thereto (except, in either case, that Tranche B-2 Term Loans shall be comprised of LIBO Rate Loans).

Section 2.09 Termination and Reduction of Commitments. Unless previously terminated, the Initial Term Loan Commitments shall automatically terminate upon the making of the Initial Term Loans on the Closing Date.

Section 2.10 Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to repay Tranche B-1 Term Loans, in Dollars, to the Administrative Agent for the account of each applicable Term Lender (i) commencing September 30, 2016, on the last Business Day of each March, June, September and December prior to the Initial Term Loan Maturity Date (each such date being referred to as a "**Loan Installment Date**"), in each case in an amount equal to 0.25% of the original principal amount of the Tranche B-1 Term Loans (as such payments may be reduced from time to time as a result of the

application of prepayments in accordance with Section 2.11 and repurchases in accordance with Section 9.05(g) or increased as a result of any increase in the amount of such Initial Term Loans pursuant to Section 2.22(a)), and (ii) on the Initial Term Loan Maturity Date, in an amount equal to the remainder of the principal amount of the Tranche B-1 Term Loans, outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(b) The Borrower hereby unconditionally promises to repay Tranche B-2 Term Loans, in Euros, to the Administrative Agent for the account of each applicable Term Lender (i) commencing September 30, 2016, on the last Business Day of each Loan Installment Date, in each case in an amount equal to 0.25% of the original principal amount of the Tranche B-2 Term Loans (as such payments may be reduced from time to time as a result of the application of prepayments in accordance with Section 2.11 and repurchases in accordance with Section 9.05(g) or increased as a result of any increase in the amount of such Initial Term Loans pursuant to Section 2.22(a)), and (ii) on the Initial Term Loan Maturity Date, in an amount equal to the remainder of the principal amount of the Tranche B-2 Term Loans, outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

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

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section 2.10 shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement; provided, further, that in the event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (d) of this Section 2.10 and any Lender's records, the accounts of the Administrative Agent shall govern.

(f) Any Lender may request that Loans made by it be evidenced by a Promissory Note. In such event, the Borrower shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered assigns; it being understood and agreed that such Lender (and/or its applicable assign) shall be required to return such Promissory Note to the Borrower in accordance with Section 9.05(b)(iii) and upon the occurrence of the Termination Date (or as promptly thereafter as practicable).

Section 2.11 Prepayment of Loans.

(a) Optional Prepayments.

(i) Upon prior notice in accordance with paragraph (a)(iii) of this Section 2.11, the Borrower shall have the right at any time and from time to time to prepay any Borrowing of Term Loans in whole or in part without premium or penalty (but subject to Sections 2.12(c) and 2.16). Each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages of the Applicable Class of Term Loans being prepaid.

(ii) Upon prior notice in accordance with paragraph (a)(iii) of this Section 2.11, the Borrower shall have the right at any time and from time to time to prepay any Borrowing of Additional Revolving Loans, in whole or in part without premium or penalty (but subject to Section 2.16). Prepayments made pursuant to this Section 2.11(a)(ii), shall be applied ratably to the outstanding Additional Revolving Loans.

(iii) The Borrower shall notify the Administrative Agent by telephone (promptly confirmed in writing) of any prepayment under this Section 2.11(a) (A) in the case of a prepayment of a LIBO Rate Borrowing, not later than 12:00 p.m. three Business Days before the date of prepayment, or (B) in the case of a prepayment of an ABR Borrowing, not later than 1:00 p.m. one Business Day before the date of prepayment (or such later date to which the Administrative Agent may agree). Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that a notice of prepayment delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to any Borrowing, the Administrative Agent shall advise the relevant Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount at least equal to the amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02(c). Each prepayment of Term Loans made pursuant to this Section 2.11(a) shall be applied (x) to the Tranche B-1 Term Loans or Tranche B-2 Term Loans, as specified by the Borrower, provided that, any prepayment of the Tranche B-1 Term Loans shall be made in Dollars and prepayment of the Tranche B-2 Term Loans shall be made in Euros and (y) against the remaining scheduled installments of principal due in respect of the Term Loans of such Class in the manner specified by the Borrower or, if not so specified on or prior to the date of such optional prepayment, in direct order of maturity.

(b) Mandatory Prepayments.

(i) No later than the fifth Business Day after the date on which the financial statements with respect to each Fiscal Year of the Borrower are required to be delivered pursuant to Section 5.01(b), commencing with the Fiscal Year ending December 31, 2017, the Borrower shall prepay the outstanding principal amount of Initial Term Loans and Additional Term Loans in accordance with clause (vi) of this Section 2.11(b) below in an aggregate principal amount equal to (A) 50% of Excess Cash Flow of the Borrower and its Restricted Subsidiaries for the Fiscal Year then ended, *minus* (B) at the option of the Borrower, the aggregate principal amount of (x) any Initial Term Loans, Additional Term Loans, Additional Revolving Loans prepaid pursuant to Section 2.11(a) or ABL Loans prior to such date and (y) the amount of any reduction in the outstanding amount of any Initial Term Loans or Additional Term Loans resulting from any assignment made in accordance with Section 9.05(g) of this Agreement (including in connection with any Dutch Auction) prior to such date and based upon the actual amount of cash paid in connection with the relevant assignment, in each case, excluding any such optional prepayments made during such Fiscal Year that reduced the amount required to be prepaid pursuant to this Section 2.11(b)(i) in the prior Fiscal Year (in the case of any prepayment of Additional Revolving Loans or ABL Loans, to the extent accompanied by a permanent reduction in the relevant commitment, and in the case of all such prepayments, to the extent that such prepayments were not financed with the proceeds of other Indebtedness (other than revolving Indebtedness) of the Borrower or its Restricted Subsidiaries); provided that (I) such percentage of Excess Cash Flow shall be reduced to 25% of Excess Cash Flow if the Senior Secured Leverage Ratio calculated on a Pro Forma Basis as of the last day of the relevant Fiscal Year (but without giving effect to the payment required hereby) is less than or equal to

3.50 to 1.00, but greater than 3.00 to 1.00 and (II) such prepayment shall not be required if the Senior Secured Leverage Ratio calculated on a Pro Forma Basis as of the last day of the relevant Fiscal Year (but without giving effect to the payment required hereby) is less than or equal to 3.00 to 1.00.

(ii) No later than the fifth Business Day following the receipt of Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds, in each case, in excess of $20,000,000 in any Fiscal Year, the Borrower shall apply an amount equal to 100% of the Net Proceeds or Net Insurance/Condemnation Proceeds received with respect thereto in excess of such thresholds (the "**Subject Proceeds**") to prepay the outstanding principal amount of Initial Term Loans and Additional Term Loans in accordance with clause (vi) below; provided that if, prior to the date any such prepayment is required to be made, the Borrower notifies the Administrative Agent of its intention to reinvest the Subject Proceeds in assets used or useful in the business (other than Cash or Cash Equivalents) of the Borrower or any of its subsidiaries, then so long as no Event of Default then exists, the Borrower shall not be required to make a mandatory prepayment under this clause (ii) in respect of the Subject Proceeds to the extent (A) the Subject Proceeds are so reinvested within 12 months following receipt thereof, (B) the Borrower or any of its subsidiaries has committed to so reinvest the Subject Proceeds during such 12-month period and the Subject Proceeds are so reinvested within six months after the expiration of such12-month period; provided, however, that if the Subject Proceeds have not been so reinvested prior to the expiration of the applicable period, the Borrower shall promptly prepay the outstanding principal amount of Initial Term Loans and Additional Term Loans with the Subject Proceeds not so reinvested as set forth above (without regard to the immediately preceding proviso); provided further that if, at the time that any such prepayment would be required hereunder, the Borrower or any of its Restricted Subsidiaries is required to offer to repay or repurchase any other Indebtedness secured on a *pari passu* basis with the Obligations pursuant to the terms of the documentation governing such Indebtedness with the Subject Proceeds (such Indebtedness required to be offered to be so repaid or repurchased, the "**Other Applicable Indebtedness**"), then the relevant Person may apply the Subject Proceeds on a*pro rata* basis to the prepayment of the Initial Term Loans and Additional Term Loans and to the repurchase or repayment of the Other Applicable Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Initial Term Loans, Additional Term Loans and Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time; provided that the portion of the Subject Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of the Subject Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of the Subject Proceeds shall be allocated to the Initial Term Loans and Additional Term Loans in accordance with the terms hereof), and the amount of the prepayment of the Initial Term Loans and Additional Term Loans that would have otherwise been required pursuant to this Section 2.11(b)(ii) shall be reduced accordingly; provided further that to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Initial Term Loans and Additional Term Loans in accordance with the terms hereof and (C) if at any time such prepayment would be required hereunder with respect to any ABL Collateral at any time when any ABL Facility is in effect, the Net Proceeds of any such Prepayment Asset Sale or Net Insurance/Condemnation Proceeds that relate or are attributable to any such ABL Collateral shall not be required to be applied to the prepayment of the Initial Term Loans hereunder to the extent such Net Proceeds or Net Insurance/Condemnation Proceeds are required to repay the ABL Loans in order to remain in compliance with the "Borrowing Base" (as defined in the ABL Credit Agreement (or any equivalent term in any documentation governing any ABL Facility)) under the ABL Credit Agreement (or any documentation governing any ABL Facility).

(iii) In the event that the Borrower or any of its Restricted Subsidiaries receives Net Proceeds from the issuance or incurrence of Indebtedness by the Borrower or any of its Restricted Subsidiaries (other than with respect to Indebtedness permitted under Section 6.01, except to the extent the relevant

Indebtedness constitutes Refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans pursuant to Section 6.01(p), Replacement Term Loans incurred to refinance Initial Term Loans or Additional Term Loans in accordance with the requirements of Section 9.02(c) or other refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans), the Borrower shall, substantially simultaneously with (and in any event not later than the next succeeding Business Day) the receipt of such Net Proceeds by the Borrower or its applicable Restricted Subsidiary, apply an amount equal to 100% of such Net Proceeds to prepay the outstanding principal amount of Initial Term Loans and Additional Term Loans in accordance with clause (vi) below.

(iv) Notwithstanding anything in this Section 2.11(b) to the contrary, (A) the Borrower shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Section 2.11(b)(i) or (ii) above to the extent that the relevant Excess Cash Flow is generated by any Foreign Subsidiary, the relevant Prepayment Asset Sale is consummated by any Foreign Subsidiary, or the relevant Net Insurance/Condemnation Proceeds are received by any Foreign Subsidiary, as the case may be, for so long as the repatriation to the Borrower of any such amount would be prohibited under any Requirements of Law or conflict with the fiduciary duties of such Foreign Subsidiary's directors, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer, director, employee, manager, member of management or consultant of such Foreign Subsidiary (the Borrower hereby agreeing to cause the applicable Foreign Subsidiary to promptly take all commercially reasonable actions required by applicable Requirements of Law to permit such repatriation); it being understood that once the repatriation of the relevant affected Subject Proceeds or Excess Cash Flow, as the case may be, is permitted under the applicable Requirements of Law and, to the extent applicable, would no longer conflict with the fiduciary duties of such director, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for the Persons described above the relevant Foreign Subsidiary will promptly repatriate the relevant Subject Proceeds or Excess Cash Flow, as the case may be, and the repatriated Subject Proceeds or Excess Cash Flow, as the case may be, will be promptly (and in any event not later than two Business Days after such repatriation) applied (net of additional Taxes payable or reserved against as a result thereof) to the repayment of the Initial Term Loans and Additional Term Loans pursuant to this Section 2.11(b) to the extent required herein (without regard to this clause (iv)), (B) the Borrower shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Sections 2.11(b)(i) or (ii) to the extent that the relevant Excess Cash Flow is generated by any joint venture or the relevant Subject Proceeds are received by any joint venture, in each case, for so long as the distribution to the Borrower of such Excess Cash Flow or Subject Proceeds would be prohibited under the Organizational Documents governing such joint venture; it being understood that if the relevant prohibition ceases to exist the relevant joint venture will promptly distribute the relevant Excess Cash Flow or the relevant Subject Proceeds, as the case may be, and the distributed Excess Cash Flow or Subject Proceeds, as the case may be, will be promptly (and in any event not later than two Business Days after such distribution) applied to the repayment of the Term Loans pursuant to this Section 2.11(b) to the extent required herein, and (C) if the Borrower determines in good faith that the repatriation to the Borrower of any amounts required to mandatorily prepay the Initial Term Loans and Additional Term Loans pursuant to Section 2.11(b)(i) or (ii) above would result in material and adverse tax consequences, taking into account any foreign tax credit or benefit actually realized in connection with such repatriation (such amount, a "**Restricted Amount**"), as reasonably determined by the Borrower, the amount the Borrower shall be required to mandatorily prepay pursuant to Section 2.11(b)(i) or (ii) above, as applicable, shall be reduced by the Restricted Amount until such time as it may repatriate to the Borrower the Restricted Amount without incurring such material and adverse tax liability; provided that to the extent that the repatriation of any Subject Proceeds or Excess Cash Flow from the relevant Foreign Subsidiary would no longer have an adverse tax consequence, an amount equal to the Subject Proceeds or Excess Cash Flow, as applicable, not previously applied pursuant to preceding clause (B), shall be promptly applied to the repayment of the Initial Term Loans and Additional Term Loans pursuant to Section 2.11(b) as otherwise required above (without regard to this clause (iv));

(v) Each Lender may elect, by notice to the Administrative Agent at or prior to the time and in the manner specified by the Administrative Agent, prior to any prepayment of Initial Term Loans and Additional Term Loans required to be made by the Borrower pursuant to this Section 2.11(b), to decline all (but not a portion) of its Applicable Percentage of such prepayment (such declined amounts, the "**Declined Proceeds**"), in which case such Declined Proceeds may be retained by the Borrower; provided that, for the avoidance of doubt, no Lender may reject any prepayment made under Section 2.11(b)(iii) above to the extent that such prepayment is made with the Net Proceeds of Refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans pursuant to Section 6.01(p), Replacement Term Loans incurred to refinance Initial Term Loans or Additional Term Loans in accordance with the requirements of Section 9.02(c) or other refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans. If any Lender fails to deliver a notice to the Administrative Agent of its election to decline receipt of its Applicable Percentage of any mandatory prepayment within the time frame specified by the Administrative Agent, such failure will be deemed to constitute an acceptance of such Lender's Applicable Percentage of the total amount of such mandatory prepayment of Initial Term Loans and Additional Term Loans.

(vi) Except as may otherwise be set forth in any amendment to this Agreement or provided in, any Refinancing Amendment, any Incremental Facility Agreement or any Extension Amendment in connection with any Additional Term Loan, (A) each prepayment of Initial Term Loans and Additional Term Loans pursuant to this Section 2.11(b) shall be applied ratably to each Class of Term Loans (based upon the then outstanding principal amounts of the respective Classes of Term Loans) (provided that any prepayment of Initial Term Loans or Additional Term Loans constituting Refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans pursuant to Section 6.01(p) or Replacement Term Loans incurred to refinance Initial Term Loans or Additional Term Loans in accordance with the requirements of Section 9.02(c) or other refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans shall be applied solely to each applicable Class of refinanced or replaced Term Loans), (B) with respect to each Class of Initial Term Loans and Additional Term Loans, all accepted prepayments under Section 2.11(b)(i), (ii) or (iii) shall be applied against the remaining scheduled installments of principal due in respect of the Initial Term Loans and Additional Term Loans as directed by the Borrower (or, in the absence of direction from the Borrower, to the remaining scheduled amortization payments in respect of the Initial Term Loans and Additional Term Loans in direct order of maturity), and (C) each such prepayment shall be paid to the Term Lenders in accordance with their respective Applicable Percentages of the applicable Class of Term Loans being repaid. If no Lenders exercise the right to waive a given mandatory prepayment of the Initial Term Loans or Additional Term Loans pursuant to Section 2.11(b)(v), then, with respect to such mandatory prepayment, the amount of such mandatory prepayments shall be applied on a *pro rata* basis to the then outstanding Initial Term Loans and Additional Term Loans being prepaid irrespective of whether such outstanding Loans are ABR Loans or LIBO Rate Loans; provided that the amount thereof shall be applied first to ABR Loans to the full extent thereof before application to the LIBO Rate Loans in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 2.16. Any prepayment of Initial Term Loans made on or prior to the date that is six months after the Closing Date pursuant to Section 2.11(b)(iii) as part of a Repricing Transaction shall be accompanied by the fee set forth in Section 2.12(c).

(vii) Reserved.

(viii) At the time of each prepayment required under Section 2.11(b)(i), (ii) or (iii), the Borrower shall deliver to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment. Each such certificate shall specify the Borrowings being prepaid and the principal amount of each Borrowing (or portion thereof) to be prepaid. Prepayments shall be accompanied by accrued interest as required by Section 2.13. All prepayments of Borrowings under this Section 2.11(b) shall be subject to Section 2.16 and, in the case of prepayments under clause (iii) above as part of a Repricing Transaction, Section 2.12(c), but shall otherwise be without premium or penalty.

Section 2.12 Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for its own account, the fees in the amounts and at the times separately agreed upon by the Borrower and the Administrative Agent in writing.

(b) All fees payable hereunder shall be paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent. Fees paid shall not be refundable under any circumstances except as otherwise provided in the Fee Letter.

(c) In the event that, on or prior to the date that is six months after the Closing Date, the Borrower (x) prepays, repays, refinances, substitutes or replaces any Initial Term Loans in connection with a Repricing Transaction (including, for the avoidance of doubt, any prepayment made pursuant to Section 2.11(b)(iii) that constitutes a Repricing Transaction), or (y) effects any amendment, modification or waiver of, or consent under, this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Term Lenders, (I) in the case of clause (x), a premium of 1.00% of the aggregate principal amount of the Initial Term Loans so prepaid, repaid, refinanced, substituted or replaced and (II) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the Initial Term Loans that are the subject of such Repricing Transaction outstanding immediately prior to such amendment. If, on or prior to the date that is six months after the Closing Date, all or any portion of the Initial Term Loans held by any Term Lender are prepaid, repaid, refinanced, substituted or replaced pursuant to Section 2.19(b)(iv) as a result of, or in connection with, such Term Lender not agreeing or otherwise consenting to any waiver, consent, modification or amendment referred to in clause (y) above (or otherwise in connection with a Repricing Transaction), such prepayment, repayment, refinancing, substitution or replacement will be made at 101% of the principal amount so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction.

(d) Unless otherwise indicated herein, all computations of fees shall be made on the basis of a 360-day year and shall be payable for the actual days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of a fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.13 Interest.

(a) The Term Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate *plus* the Applicable Rate.

(b) The Term Loans comprising each LIBO Rate Borrowing shall bear interest at the LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate.

(c) [Reserved].

(d) Notwithstanding the foregoing and subject to Section 2.21, if any principal of or interest on any Initial Term Loan or Additional Loan or any fee payable by Borrower hereunder is not, in each case, paid or reimbursed when due, whether at stated maturity, upon acceleration or otherwise, the relevant overdue amount shall bear interest, to the fullest extent permitted by law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Initial Term Loan, or, Additional Loan, 2.00% *plus* the rate otherwise applicable to such Initial Term Loan or Additional Loan as provided in the preceding paragraphs of this Section 2.13 or in the amendment to this Agreement relating thereto or (ii) in the case of any other amount, 2.00% *plus* the rate applicable to Tranche B-1 Term Loans that are ABR Loans as provided in paragraph (a) of this Section 2.13; provided that no amount shall accrue pursuant to this Section 2.13(d) on any overdue amount, or other amount payable to a Defaulting Lender so long as such Lender is a Defaulting Lender.

(e) Accrued interest on each Initial Term Loan or Additional Loan shall be payable in arrears on each Interest Payment Date for such Initial Term Loan or Additional Loan and on the Maturity Date or upon the termination of any Additional Commitments, as applicable; provided that (i) interest accrued pursuant to paragraph (d) of this Section 2.13 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Initial Term Loan or Additional Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any LIBO Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Initial Term Loan or Additional Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed for ABR Loans shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall bear interest for one day.

Section 2.14 Alternate Rate of Interest. If at least two Business Days prior to the commencement of any Interest Period for a LIBO Rate Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall promptly give notice thereof to the Borrower and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, which the Administrative Agent agrees promptly to do, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a LIBO Rate Borrowing shall be ineffective and such Borrowing shall be converted to an ABR Borrowing on the last day of the Interest Period applicable thereto, and (ii) if any Borrowing Request requests a LIBO Rate Borrowing, such Borrowing shall be made as an ABR Borrowing.

Section 2.15 Increased Costs.

(a) If any Change in Law:

(i) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the LIBO Rate),

(ii) subjects any Lender to any Taxes (other than Indemnified Taxes, Other Taxes and Excluded Taxes) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or

(iii) imposes on any Lender or the London interbank market any other condition affecting this Agreement or LIBO Rate Loans made by any Lender,

and the result of any of the foregoing is to increase the cost to the relevant Lender of making or maintaining any LIBO Rate Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise) in respect of any LIBO Rate Loan in an amount deemed by such Lender to be material, then, within 30 days after the Borrower's receipt of the certificate contemplated by paragraph (c) of this Section 2.15, 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; provided that the Borrower shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) such Lender invokes Section 2.20 or (z) in the case of requests for reimbursement under clause (ii) above resulting from a market disruption, (A) the relevant circumstances are not generally affecting the banking market or (B) the applicable request has not been made by Lenders constituting Required Lenders.

(b) If any Lender determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by held 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 (other than due to Taxes) (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then within 30 days of receipt by the Borrower of the certificate contemplated by paragraph (c) of this Section 2.15 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 applicable, as specified in paragraph (a) or (b) of this Section 2.15 and setting forth in reasonable detail the manner in which such amount or amounts were determined and certifying that such Lender is generally charging such amounts to similarly situated borrowers shall be delivered to the Borrower and shall be conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.15 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 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16 Break Funding Payments. In the event of (a) the conversion or prepayment of any principal of any LIBO Rate Loan other than on the last day of an Interest Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any LIBO Rate Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any LIBO Rate Loan of any Lender other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense incurred by such Lender that is attributable to such event (other than loss of profit). In the case of a LIBO Rate Loan, the loss, cost or expense of any Lender shall be the amount reasonably determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the applicable currency of a comparable amount and period from other banks in the Eurodollar market; it being understood that such loss, cost or expense shall in any case exclude any interest rate floor and all administrative, processing or similar fees. A certificate of any Lender (i) setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16, the basis therefor and, in reasonable detail, the manner in which such amount or amounts were determined and (ii) certifying that such Lender is generally charging the relevant amounts to similarly situated borrowers shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

Section 2.17 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction for any Taxes, except as required by applicable Requirements of Law. If any applicable Requirements of Law require the deduction or withholding of any Tax from any such payment, then (i) if such Tax is an Indemnified Tax and/or Other Tax, the amount payable by the applicable Loan Party shall be increased as necessary so that after all required deductions and withholdings have been made (including deductions and withholdings applicable to additional sums payable under this Section 2.17), each Lender or, in the case of any payment made to the Administrative Agent for its own account, the Administrative Agent, receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall be entitled to and shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Each Loan Party shall jointly and severally indemnify the Administrative Agent and each Lender within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes payable or paid by the Administrative Agent or such Lender, as applicable (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable

under this Section 2.17) (other than any penalties attributable to the gross negligence, bad faith or willful misconduct of the Administrative Agent or such Lender as determined by a court of competent jurisdiction), and, in each case, any reasonable expenses arising therefrom or with respect thereto; provided that if such Loan Party reasonably believes that such Taxes (or any Taxes with respect to which the Loan Party has paid additional amounts pursuant to Section 2.17(a)) were not correctly or legally asserted, the Administrative Agent or such Lender, as applicable, will use reasonable efforts to cooperate with such Loan Party to obtain a refund of such Taxes (which shall be repaid to such Loan Party in accordance with Section 2.17(h)) so long as such efforts would not, in the sole determination of the Administrative Agent or such Lender, result in any additional out-of-pocket costs or expenses not reimbursed by such Loan Party or be otherwise materially disadvantageous to the Administrative Agent or such Lender, as applicable. In connection with any request for reimbursement under this Section 2.17(c), the relevant Lender or the Administrative Agent, as applicable, shall deliver a certificate to the Borrower setting forth, in reasonable detail, the basis and calculation of the amount of the relevant payment or liability, which certificate shall be conclusive absent manifest error. Notwithstanding anything to the contrary contained in this Section 2.17(c), the Loan Parties shall not be required to indemnify the Administrative Agent or any Lender pursuant to this Section 2.17 for any Indemnified Taxes or Other Taxes, to the extent the Administrative Agent or such Lender fails to notify the Borrower of such possible indemnification claim within 180 days after the Administrative Agent or such Lender receives written notice from the applicable taxing authority of the tax assessment giving rise to such indemnification claim.

(d) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes or Other Taxes imposed on or with respect to any payment under any Loan Document that is attributable to such Lender (but only to the extent that no Loan Party has already indemnified the Administrative Agent for such Indemnified Taxes or Other 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 9.05(c) 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 Administrative 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 Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to any Lender under any Loan Document or otherwise payable by the Administrative Agent to any Lender from any other source against any amount due to the Administrative Agent under this clause (d).

(e) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment that is reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of any withholding Tax with respect to any payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation as the Borrower or the Administrative Agent may reasonably request to 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 or the

Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) each Lender that is not a Foreign Lender shall deliver to the Borrower 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 or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) each Foreign Lender shall deliver to the Borrower and the Administrative Agent 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 or the Administrative Agent), whichever of the following is applicable:

(1) in the case of any Foreign Lender claiming the benefits of an income tax treaty to which the U.S. is a party, two executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty;

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

(3) in the case of any Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-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 or IRS Form W-8BEN-E; or

(4) to the extent any Foreign Lender is not the beneficial owner, two 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 K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such Foreign Lender is a partnership and one or more 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 K-4 on behalf of each such partner;

(C) each Foreign Lender shall deliver to the Borrower and the Administrative Agent 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 or the

Administrative Agent), two executed copies of any other form prescribed by applicable Requirements of 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 Requirements of Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to any 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 and the Administrative Agent at the time or times prescribed by applicable Requirements of Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation as is prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA, or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f)(ii)(D), FATCA shall include all amendments made after the date hereof.

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 and the Administrative Agent in writing of its legal inability to do so. Notwithstanding anything to the contrary in this Section 2.17(f), no Lender shall be required to provide any documentation that such Lender is not legally eligible to deliver.

(g) On or prior to the date on which the Administrative Agent becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), the Administrative Agent will deliver to the Borrower either (i) an executed copy of IRS Form W-9, or (ii) (x) with respect to any amounts received on its own account, an executed copy of an applicable IRS Form W-8, and (y) with respect to any amounts received for or on account of any Lender, an executed copy of IRS Form W-8 IMY certifying on Part I, Part II and Part VI thereof that it is a U.S. branch that has agreed to be treated as a U.S. person for U.S. federal tax purposes with respect to payments received by it from the Borrower in its capacity as Administrative Agent, as applicable. The Administrative Agent shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide the certification described in the prior sentence.

(h) If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund), and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that such Loan Party, upon the request of the Administrative Agent or such Lender agrees to repay the amount paid over to such Loan Party (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event shall the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this

paragraph (h) to the extent that the payment thereof would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the position that the Administrative Agent or such Lender would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.17 shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the relevant Loan Party or any other Person.

(i) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Payments.

(a) Unless otherwise specified, the Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, or fees or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to the time expressed hereunder or under such Loan Document (or, if no time is expressly required, by 2:00 p.m.). Each such payment shall be made on the date when due, in immediately available funds, without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrower by the Administrative Agent, except that payments pursuant to Sections 2.15, 2.16 or 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round such Lender's percentage of such Borrowing to the next higher or lower whole dollar amount. All payments (including accrued interest) hereunder shall be made in Dollars (other than payment of principal and interest with respect to Tranche B-2 Term Loans, which shall be made in Euros). Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) All proceeds of Collateral received by the Administrative Agent at any time when an Event of Default exists and all or any portion of the Loans have been accelerated hereunder pursuant to Section 7.01 shall, upon election by the Administrative Agent or at the direction of the Required Lenders, be appliedfirst, to the payment of all costs and expenses then due incurred by the Administrative Agent in connection with any collection, sale or realization on Collateral or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, second, on a *pro rata* basis, to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent (other than those covered in clause first above) from the Borrower constituting Secured Obligations, third, on a *pro rata* basis in accordance with the amounts of the Secured Obligations (other than contingent indemnification obligations for which no claim has yet been made) owed to the Secured Parties on the date of any such distribution, to the payment in full of the Secured Obligations, and fourth, to, or at the direction of, the Borrower or as a court of competent jurisdiction may otherwise direct.

(c) If any Lender obtains payment (whether voluntary, involuntary, through the exercise of any right ofset-off or otherwise) in respect of any principal of or interest on any of its Loans of any Class resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans of such Class and accrued interest thereon than the proportion received by any other Lender with Loans of such Class, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Loans of such Class at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Class ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class; 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 apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in any of its Loans to any permitted assignee or participant, including any payment made or deemed made in connection with Sections 2.22, 2.23 and 9.02(c). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.18(c) and will, in each case, notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.18(c) shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

(d) Unless the Administrative Agent has received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lender the amount due. In such event, if the Borrower has not in fact made such payment, then each Lender severally agrees to repay to the Administrative 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 Administrative Agent, at the greater of the Federal Funds Effective Rate (or, with respect to any amount denominated in Euros, the rate of interest per annum at which overnight deposits in Euros, on an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by the Administrative Agent in the applicable offshore interbank market for such currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender fails to make any payment required to be made by it pursuant toSection 2.07(b) or Section 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain LIBO Rate Loans pursuant to Section 2.20, or any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future or mitigate the impact of Section 2.20, as the case may be, and (ii) would not subject such Lender to any material unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain LIBO Rate Loans pursuant to Section 2.20, (ii) if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, (iii) if any Lender is a Defaulting Lender or (iv) if in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby" (or any other Class or group of Lenders other than the Required Lenders) with respect to which Required Lender consent (or the consent of Lenders holding loans or commitments of such Class or lesser group representing more than 50% of the sum of the total loans and unused commitments of such Class or lesser group at such time) has been obtained, as applicable, any Lender is a non-consenting Lender (each such Lender described in this clause (iv), a "**Non-Consenting Lender**"), then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) terminate the applicable Commitments and/or Additional Commitments of such Lender, and repay all Obligations of the Borrower owing to such Lender relating to the applicable Loans and participations held by such Lender as of such termination date or (y) replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.05), all of its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if any Lender accepts such assignment); provided that (A) such Lender shall have received payment of an amount equal to the outstanding principal amount of its Loans, in each case of such Class of Loans, Commitments and/or Additional Commitments, accrued interest thereon, accrued fees and all other amounts payable to it under any Loan Document with respect to such Class of Loans, Commitments and/or Additional Commitments, (B) in the case of any assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments and (C) such assignment does not conflict with applicable law. No Lender (other than a Defaulting Lender) shall be required to make any such assignment and delegation, and the Borrower may not repay the Obligations of such Lender or terminate its Commitments or Additional Commitments, if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each Lender agrees that if it is replaced pursuant to this Section 2.19, it shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Promissory Note (if the assigning Lender's Loans are evidenced by one or more Promissory Notes) subject to such Assignment and Assumption (provided that the failure of any Lender replaced pursuant to this Section 2.19 to execute an Assignment and Assumption or deliver any such Promissory Note shall not render such sale and purchase (and the corresponding assignment) invalid), such assignment shall be recorded in the Register, any such Promissory Note shall be deemed cancelled. Each

Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b). To the extent that any Lender is replaced pursuant to Section 2.19(b)(iv) in connection with a Repricing Transaction requiring payment of a fee pursuant to Section 2.12(f), the Borrower shall pay to each Lender being replaced as a result of such Repricing Transaction the fee set forth in Section 2.12(c).

Section 2.20 Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for such Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to the Published LIBO Rate, or to determine or charge interest rates based upon the Published LIBO Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of Dollars in the applicable interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue LIBO Rate Loans in Dollars, Euros, or to convert ABR Loans to LIBO Rate Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining ABR Loans the interest rate on which is determined by reference to the Published LIBO Rate component of the Alternate Base Rate, the interest rate on which ABR Loans of such Lender, shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Published LIBO Rate component of the Alternate Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist (which notice such Lender agrees to give promptly). Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), if applicable and such Loans are denominated in Dollars, prepay or convert all of such Lender's LIBO Rate Loans to ABR Loans (the interest rate on which ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Published LIBO Rate component of the Alternate Base Rate) or (2) if applicable and such Loans are denominated in Euros, convert such Loans to Loans bearing interest at an alternative rate mutually acceptable to the Borrower and such Lender, in each case, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBO Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBO Rate Loans (in which case the Borrower shall not be required to make payments pursuant to Section 2.16 in connection with such payment) and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Published LIBO Rate, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Published LIBO Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Published LIBO Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the determination of such Lender, otherwise be materially disadvantageous to such Lender.

Section 2.21 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) The Commitments of such Defaulting Lender shall not be included in determining whether all Lenders, each affected Lender, the Required Lenders, or such other number of Lenders as may be required hereby or under any other Loan Document have taken or may take any action hereunder (including any consent to any waiver, amendment or modification pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(b) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of any Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.11, Section 2.15, Section 2.16, Section 2.17, Section 2.18, Article 7, Section 9.05 or otherwise, and including any amounts made available to the Administrative Agent by such Defaulting Lender pursuant to Section 9.09), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Borrower as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;second, so long as no Default or Event of Default exists as the Borrower may request, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; third, as the Administrative Agent or the Borrower may elect, to be held in a deposit account and released in order to satisfy obligations of such Defaulting Lender to fund Loans under this Agreement; fourth, to the payment of any amounts owing to thenon-Defaulting Lenders as a result of any judgment of a court of competent jurisdiction obtained by any non-Defaulting Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, 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 sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to any Defaulting Lender that are applied (or held) to pay amounts owed by any Defaulting Lender or to post Cash collateral pursuant to this Section 2.21(b) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

Section 2.22 Incremental Facilities.

(a) The Borrower may, at any time, on one or more occasions pursuant to an Incremental Facility Agreement (i) add one or more new tranches of term facilities and/or increase the principal amount of the Tranche B-1 Term Loans, the Tranche B-2 Term Loans or any Additional Term Loans by requesting new term loan commitments to be added to such Loans (any such new tranche or increase, an "**Incremental Term Facility**" and any loans made pursuant to an Incremental Term Facility, "**Incremental Term Loans**") and/or (ii) add one or more new tranches of incremental revolving "cash-flow" facilities and/or increase the aggregate amount of Commitments of any existing Class of Incremental Revolving Commitments (any such new tranche or increase, an "**Incremental Revolving Facility**" and, together with any Incremental Term Facility, "**Incremental Facilities**"; and the loans thereunder, "**Incremental Revolving Loans**" and, together with any Incremental Term Loans, "**Incremental Loans**") in an aggregate principal amount not to exceed the Incremental Cap; provided that:

(i) no Incremental Commitment may be less than $5,000,000,

(ii) except as separately agreed from time to time between the Borrower and any Lender, no Lender shall be obligated to provide any Incremental Commitment, and the determination to provide such commitments shall be within the sole and absolute discretion of such Lender,

(iii) no Incremental Facility or Incremental Loan (or the creation, provision or implementation thereof) shall require the approval of any existing Lender other than in its capacity, if any, as a Lender providing all or part of any Incremental Commitment or Incremental Loan,

(iv) no Incremental Revolving Facility will mature earlier than any then-applicable Latest Revolving Loan Maturity Date or require any scheduled amortization or mandatory commitment reduction prior to such Maturity Date,

(v) the Effective Yield applicable to any Incremental Facility or Incremental Loans will be determined by the Borrower and the lenders providing such Incremental Facility or Incremental Loans; provided that in the case of any Incremental Term Facility which are *pari passu* with the Initial Term Loans in right of payment and with respect to security, such Effective Yield applicable thereto will not be more than 0.50% higher than the Effective Yield applicable to the Class of Initial Term Loans denominated in the same currency as such Incremental Term Facility unless the Applicable Rate with respect to such Initial Term Loans is adjusted to be equal to the Effective Yield with respect to the relevant Incremental Term Facility, *minus* 0.50%,

(vi) the final maturity date with respect to any Incremental Term Loans shall be no earlier than the Latest Term Loan Maturity Date at the time of the incurrence thereof,

(vii) the Weighted Average Life to Maturity of any Incremental Term Facility shall be no shorter than the remaining Weighted Average Life to Maturity of the then-existing tranche of Term Loans (without giving effect to any prepayments thereof),

(viii) (A) any Incremental Term Facility may rank *pari passu* with or junior to any then-existing tranche of Term Loans in right of payment and *pari passu* with or junior to any then-existing tranche of Term Loans with respect to security or may be unsecured (and to the extent the relevant Incremental Facility is *pari passu* with or subordinated to the Term Loans in right of payment or security and documented in a separate agreement, it shall be subject to an Acceptable Intercreditor Agreement) and (B) no Incremental Facility may be (x) guaranteed by any Person which is not a Loan Party or (y) secured by any assets other than the Collateral,

(ix) (A) any prepayment (other than any scheduled amortization payment) of Incremental Term Loans that are *pari passu* with any then-existing Term Loans in right of payment and security shall be made on a *pro rata* basis with such existing Term Loans and (B) any prepayment (other than any scheduled amortization payment) of Incremental Term Loans that are subordinated to any then-existing Term Loans in right of payment or security shall be made on a junior basis with respect to such existing Term Loans (and all other then-existing Additional Term Loans requiring ratable prepayment), except, in each case, that the Borrower and the lenders providing the relevant Incremental Term Loans shall be permitted, in their sole discretion, to elect to prepay or receive, as applicable, any prepayments on a less than *pro rata* basis (but not on a greater than *pro rata* basis),

(x) except as otherwise agreed by the lenders providing the relevant Incremental Facility in connection with a Permitted Acquisition or other Investment permitted by the terms of this Agreement, no Event of Default shall exist immediately prior to or after giving effect to such Incremental Facility,

(xi) except as otherwise required or permitted in clauses (v) through (ix) above, all other terms of any Incremental Term Facility, if not consistent with the terms of the Initial Term Loans, shall be reasonably satisfactory to the Borrower and the Administrative Agent (it being understood that (x) any terms which are not consistent with the terms of the Initial Term Loans and are applicable only after the then-existing Latest Term Loan Maturity Date shall be deemed satisfactory to the Administrative Agent and (y) terms contained in such Incremental Term Facility that are more favorable to the lenders or the agent of such Incremental Term Facility than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents for the benefit of the Term Lenders or, as applicable, the Administrative Agent (i.e., by conforming or adding a term to the then-outstanding Term Loans pursuant to the applicable Incremental Facility Agreement) shall be deemed satisfactory to the Administrative Agent),

(xii) the proceeds of any Incremental Facility may be used for working capital and other general corporate purposes and any other use not prohibited by this Agreement,

(xiii) on the date of the making of any Incremental Term Loans that will be added to any Class of Initial Term Loans or Additional Term Loans, and notwithstanding anything to the contrary set forth in Section 2.08 or 2.13, such Incremental Term Loans shall be added to (and constitute a part of) each borrowing of outstanding Initial Term Loans or Additional Term Loans, as applicable, of the same type with the same Interest Period of the respective Class on a *pro rata* basis (based on the relative sizes of the various outstanding Borrowings), so that each Term Lender providing such Incremental Term Loans will participate proportionately in each then outstanding borrowing of Initial Term Loans or Additional Term Loans, as applicable, of the same type with the same Interest Period of the respective Class; and

(xiv) at no time shall there be more than three separate Maturity Dates in effect with respect to any existing Additional Revolving Facility at any time.

(b) Incremental Commitments may be provided by any existing Lender, or by any other lender (other than any Disqualified Institution) (any such other lender being called an "**Additional Lender**"); provided that the Administrative Agent shall have consented (such consent not to be unreasonably withheld) to the relevant Additional Lender's provision of Incremental Commitments if such consent would be required under Section 9.05(b) for an assignment of Loans to such Additional Lender;provided further that any Additional Lender that is an Affiliated Lender shall be subject to the provisions ofSection 9.05(g), *mutatis mutandis*, to the same extent as if Incremental Commitments and related Obligations had been obtained by such Lender by way of assignment.

(c) Each Lender or Additional Lender providing a portion of any Incremental Commitment shall execute and deliver to the Administrative Agent and the Borrower all such documentation (including the relevant Incremental Facility Agreement) as may be reasonably required by the Administrative Agent to evidence and effectuate such Incremental Commitment. On the effective date of such Incremental Commitment, each Additional Lender shall become a Lender for all purposes in connection with this Agreement.

(d) As a condition precedent to the effectiveness of any Incremental Facility or the making of any Incremental Loans, (i) upon its reasonable request, the Administrative Agent shall have received customary written opinions of counsel, as well as such reaffirmation agreements, supplements and/or amendments as it shall reasonably require, (ii) the Administrative Agent shall have received, from each Additional Lender, an Administrative Questionnaire and such other documents as it shall reasonably require from such Additional Lender, (iii) the Administrative Agent and Lenders shall have received all fees required to be paid in respect of such Incremental Facility or Incremental Loans and (iv) the Administrative Agent shall have received a certificate of the Borrower signed by a Responsible Officer thereof:

(A) certifying and attaching a copy of the resolutions adopted by the governing body of the Borrower approving or consenting to such Incremental Facility or Incremental Loans, and

(B) to the extent applicable, certifying that the condition set forth in clause (a)(x) above has been satisfied.

(e) To the extent the Borrower elects to implement any Incremental Revolving Facility, then notwithstanding any other provision of this Agreement to the contrary, the Borrower shall be permitted (without the consent of any Term Lender) to amend the terms of this Agreement pursuant to an amendment hereto (or an amendment and restatement hereof), in form and substance reasonably satisfactory to the Administrative Agent, in order to appropriately incorporate revolving facility provisions, including those relating to (i) conditions to borrowing, payments, prepayments, purchases of participations and reallocation mechanisms, letter of credit, swingline and/or other subfacilities, (ii) mechanisms to allow for additional Incremental Revolving Facilities (e.g. pro rata treatment and exceptions to such pro rata treatment upon the maturity of any such Incremental Revolving Facility), (iii) tranche voting by revolving lenders with respect to conditions precedent to the making of revolving loans, any financial covenant required in connection with any Incremental Revolving Facility and definitions relating to the foregoing and (iv) consent by any issuing bank or swingline lender to matters affecting its rights or obligations in such capacity. The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Incremental Facility Agreement and any other amendments to this Agreement and the other Loan Documents with the Loan Parties as may be necessary in order to establish new tranches or sub-tranches in respect of Loans or commitments increased or extended pursuant to this Section 2.22 and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.22.

(f) To the extent the provisions of clause (a)(xiii) above require that Term Lenders making new Incremental Term Loans add such Incremental Term Loans to the then outstanding borrowings of LIBO Rate Loans of the respective Class of Initial Term Loans or Additional Term Loans, as applicable, it is acknowledged that the effect thereof may result in such new Incremental Term Loans having short Interest Periods (i.e., an Interest Period that began during an Interest Period then applicable to outstanding LIBO Rate Loans of the respective Class and which will end on the last day of such Interest Period).

(g) Notwithstanding anything to the contrary in this Section 2.22 or in any other provision of any Loan Document, if the proceeds of any Incremental Facility are intended to be applied to finance an acquisition and the Lenders or Additional Lenders providing such Incremental Facility so agree, the availability thereof shall be subject to customary "SunGard" or "certain funds" conditionality.

(h) This Section 2.22 shall supersede any provision in Section 2.18 or 9.02 to the contrary.

Section 2.23 Extensions of Loans and Additional Revolving Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "**Extension Offer**") made from time to time by the Borrower to all Lenders holding Loans of any Class with a like Maturity Date or commitments with a like Maturity Date, in each case on a

pro rata basis (based on the aggregate outstanding principal amount of the respective Loans or commitments with a like Maturity Date) and on the same terms to each such Lender, the Borrower is hereby permitted from time to time to consummate transactions with any individual Lender who accepts the terms contained in any such Extension Offer to extend the Maturity Date of such Lender's Loans and/or commitments and otherwise modify the terms of such Loans and/or commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of such Loans and/or commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Loans) (each, an "**Extension**", and each group of Loans or commitments, as applicable, in each case as so extended, as well as the original Loans and the original commitments (in each case not so extended), being a "**tranche**"; any Extended Term Loans shall constitute a separate tranche of Loans from the tranche of Loans from which they were converted and any Extended Revolving Credit Commitments shall constitute a separate tranche of revolving commitments from the tranche of revolving commitments from which they were converted), so long as the following terms are satisfied:

(i) except as to (x) interest rates, fees and final maturity (which shall, subject to immediately succeeding clause (iii)(y), be determined by the Borrower and any Lender who agrees to an Extension and set forth in the relevant Extension Offer), (y) terms applicable to such Extended Revolving Credit Commitments or Extended Revolving Loans (each as defined below) that are more favorable to the lenders or the agent of such Extended Revolving Credit Commitments or Extended Revolving Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents for the benefit of the Revolving Lenders or, as applicable, the Administrative Agent (*i.e*., by conforming or adding a term to the then-outstanding Revolving Loans pursuant to the applicable Extension Amendment), and (z) any covenants or other provisions applicable only to periods after the Latest Revolving Loan Maturity Date (in each case, as of the date of such Extension), the commitment of any Revolving Lender that agrees to an Extension (an "**Extended Revolving Credit Commitment**"; and the Loans thereunder, "**Extended Revolving Loans**"), and the related outstandings, shall be a revolving commitment (or related outstandings, as the case may be) with the same terms (or terms not less favorable to existing Revolving Lenders) as the original revolving commitments (and related outstandings) provided hereunder; provided that (x) to the extent any non-extended portion of any Additional Revolving Facility then exists, (1) the borrowing and repayment (except for (A) payments of interest and fees at different rates on such revolving facilities (and related outstandings), (B) repayments required upon the Maturity Date of such revolving facilities and (C) repayments made in connection with any permanent repayment and termination of commitments (subject to clause (3) below)) of Extended Revolving Loans after the effective date of such Extended Revolving Credit Commitments shall be made on a *pro rata* basis with such portion of the relevant Additional Revolving Facility, (2) all letters of credit made or issued, as applicable, under any Extended Revolving Credit Commitment shall be participated on a *pro rata* basis by all Revolving Lenders and (3) the permanent repayment of Loans with respect to, and termination of commitments under, any such Extended Revolving Credit Commitment after the effective date of such Extended Revolving Credit Commitments shall be made on a *pro rata* basis with such portion of any Additional Revolving Facility, except that the Borrower shall be permitted to permanently repay and terminate commitments of any such revolving facility on a greater than *pro rata* basis as compared with any other revolving facility with a later Maturity Date than such revolving facility and (y) at no time shall there be more than three separate Classes of revolving commitments hereunder (including Incremental Revolving Commitments, Extended Revolving Credit Commitments and Replacement Revolving Facilities);

(ii) except as to (x) interest rates, fees, amortization, final maturity date, premiums, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iii)(x), (iv) and (v), be determined by the Borrower and any

Lender who agrees to an Extension and set forth in the relevant Extension Offer) and (y) any covenants or other provisions applicable only to periods after the Latest Term Loan Maturity Date (in each case, as of the date of such Extension), the Term Loans of any Lender extended pursuant to any Extension (any such extended term Loans, the "**Extended Term Loans**") shall have the same terms as the tranche of Term Loans subject to the relevant Extension Offer; provided, however, that with respect to representations and warranties, affirmative and negative covenants (including financial covenants) and events of default that are applicable to any such tranche of Extended Term Loans, such provisions may be more favorable to the lenders of the applicable tranche of Extended Term Loans than those originally applicable to the tranche of Term Loans subject to the relevant Extension Offer, so long as (and only so long as) such provisions also expressly apply to (and for the benefit of) the tranche of Term Loans subject to the relevant Extension Offer and each other Class of Term Loans hereunder;

(iii) (x) the final maturity date of any Extended Term Loans shall be no earlier than the then applicable Latest Term Loan Maturity Date at the time of extension and (y) no Extended Revolving Credit Commitments or Extended Revolving Loans shall have a final maturity date earlier than (or require commitment reductions prior to) the then applicable Latest Revolving Loan Maturity Date;

(iv) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans or any other Extended Term Loans extended thereby;

(v) any Extended Term Loans may participate on a *pro rata* basis or a less than *pro rata* basis (but not greater than a *pro rata* basis) in any voluntary or mandatory repayments or prepayments (but, for purposes of clarity, not scheduled amortization payments) in respect of the Initial Term Loans (and any Additional Term Loans then subject to ratable repayment requirements), in each case as specified in the respective Extension Offer;

(vi) if the aggregate principal amount of Loans or commitments, as the case may be, in respect of which Lenders shall have accepted the relevant Extension Offer exceeds the maximum aggregate principal amount of Loans or commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Loans or commitments, as the case may be, of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer;

(vii) each Extension shall be in a minimum amount of $5,000,000;

(viii) any applicable Minimum Extension Condition shall be satisfied or waived by the Borrower; and

(ix) all documentation in respect of such Extension shall be consistent with the foregoing.

(b) With respect to any Extension consummated pursuant to this Section 2.23, (i) no such Extension shall constitute a voluntary or mandatory prepayment for purposes of Section 2.11, (ii) the scheduled amortization payments (in so far as such schedule affects payments due to Lenders participating in the relevant Class) set forth in Section 2.10 shall be adjusted to give effect to such Extension of the relevant Class and (iii) except as set forth in clause (a)(vii) above, no Extension Offer is required to be in any minimum amount or any minimum increment; provided that the Borrower may, at

its election, specify as a condition (a "**Minimum Extension Condition**") to consummating such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and which may be waived by the Borrower) of Loans or commitments (as applicable) of any or all applicable tranches be tendered. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.23 (including, for the avoidance of doubt, any payment of any interest, fees or premium in respect of any tranche of Extended Term Loans and/or Extended Revolving Credit Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Section 2.10, 2.11 or 2.18) or any other Loan Document that may otherwise prohibit any Extension or any other transaction contemplated by this Section 2.23.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Loans and/or commitments under any Class (or a portion thereof). All Extended Term Loans and Extended Revolving Credit Commitments and all obligations in respect thereof shall constitute Secured Obligations under this Agreement and the other Loan Documents that are secured by the Collateral and guaranteed on a *pari passu* basis with all other applicable Secured Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Extension Amendments and any other Loan Documents with the Loan Parties as may be necessary in order to establish new tranches or sub-tranches in respect of Loans or commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.23.

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.23.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Each of (i) in the case of Holdings, solely with respect to Sections 3.01, 3.02, 3.03, 3.07, 3.08, 3.09, 3.13, 3.14, 3.16 and 3.17, and (ii) the Borrower hereby represent and warrant to the Lenders that:

Section 3.01 Organization; Powers. Each of the Loan Parties and each of its Restricted Subsidiaries (a) is (i) duly organized and validly existing and (ii) in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of its jurisdiction of organization, (b) has all requisite organizational power and authority to own its property and assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a)(i) with respect to the Borrower and clause (b) with respect to the Loan Parties) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. The execution, delivery and performance of each of the Loan Documents are within each applicable Loan Party's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to the Legal Reservations.

Section 3.03 Governmental Approvals; No Conflicts. The execution and delivery of the Loan Documents by each Loan Party party thereto and the performance by such Loan Party thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) in connection with the Perfection Requirements and (iii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of such Loan Party's Organizational Documents or (ii) Requirements of Law applicable to such Loan Party which violation, in the case of this clause (b)(ii), could reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under (i) the Senior Notes or (ii) any other material Contractual Obligation to which such Loan Party is a party which violation, in the case of this clause (c), could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Effect.

(a) The financial statements most recently provided pursuant to Section 5.01(a) or (b), as applicable, present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower on a consolidated basis as of such dates and for such periods in accordance with GAAP, subject, in the case of financial statements provided pursuant to Section 5.01(a), to the absence of footnotes and normal year-end adjustments.

(b) Since the Closing Date, there have been no events, developments or circumstances that have had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.05 Properties.

(a) As of the Closing Date, Schedule 3.05 sets forth the address of each Real Estate Asset (or each set of such assets that collectively comprise one operating property) that is owned in fee simple by any Loan Party.

(b) The Borrower and each of its Restricted Subsidiaries have good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all of their respective Real Estate Assets and have good title to their personal property and assets, in each case, except (i) for defects in title that do not materially interfere with their ability to conduct their business as currently conducted or to utilize such properties and assets for their intended purposes or (ii) where the failure to have such title would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) The Borrower and its Restricted Subsidiaries own or otherwise have a license or right to use all rights in Patents, Trademarks, Copyrights and other rights in works of authorship (including all copyrights embodied in software) and all other intellectual property rights ("**IP Rights**") used to conduct the businesses of the Borrower and its Restricted Subsidiaries as presently conducted without, to the knowledge of the Borrower, any infringement or misappropriation of the IP Rights of third parties, except to the extent such failure to own or license or have rights to use would not, or where such infringement or misappropriation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Loan Parties or any of their Restricted Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party nor any of its Restricted Subsidiaries is subject to or has received notice of any Environmental Claim or any Environmental Liability or knows of any basis for any Environmental Liability of the Borrower or any of its Restricted Subsidiaries and (ii) no Loan Party nor any of its Restricted Subsidiaries has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law.

(c) Neither any Loan Party nor any of its Restricted Subsidiaries has treated, stored, transported or Released any Hazardous Materials on, at or from any location, including any current or former Facility, or has knowledge of any other Releases of Hazardous Materials at any current or former Facility, in either case in a quantity or manner that would reasonably be expected to either (i) require investigation, removal, or remediation under applicable Environmental Law, (ii) give rise to Environmental Liability, or (iii) interfere with any Loan Party's or its Restricted Subsidiaries continued operations, that would, in cases of clauses (i), (ii) and (iii) have a Material Adverse Effect.

Section 3.07 Compliance with Laws. Each of Holdings, the Borrower and each of its Restricted Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. No Loan Party is an "investment company" as defined in, or is required to be registered under, the Investment Company Act of 1940.

Section 3.09 Taxes. Each of Holdings, the Borrower and each of its Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable, including in its capacity as a withholding agent, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10 ERISA.

(a) Each Plan is in compliance in form and operation with its terms and with ERISA and the Code and all other applicable laws and regulations, except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect.

(b) No ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

Section 3.11 Disclosure.

(a) As of the Closing Date, all written information (other than the Projections, other forward-looking information and information of a general economic or industry-specific nature) concerning Holdings, the Borrower and its Restricted Subsidiaries and the Transactions and that was included in the Information Memorandum or otherwise prepared by or on behalf of Holdings or its subsidiaries or their respective representatives and made available to any Lender or the Administrative Agent in connection with the Transactions on or before the Closing Date (the "**Information**"), when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

(b) The Projections have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time furnished (it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond the Borrower's control, that no assurance can be given that any particular financial projections (including the Projections) will be realized, that actual results may differ from projected results and that such differences may be material).

Section 3.12 Solvency. As of the Closing Date, immediately after the consummation of the Transactions to occur on the Closing Date and the incurrence of indebtedness and obligations on the Closing Date in connection with this Agreement and the Senior Note Indentures, (i) the sum of the debt (including contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured; (iii) the capital of the Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, contemplated as of the Closing Date; and (iv) the Borrower and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liability meets the criteria for accrual under Statement of Financial Accounting Standards No. 5).

Section 3.13 Capitalization and Subsidiaries. Schedule 3.13 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each subsidiary of Holdings and the ownership interest therein held by Holdings or its applicable subsidiary and (b) the type of entity of each Loan Party and each subsidiary of Holdings with respect to which a portion of such subsidiary's equity is pledged by a Loan Party as Collateral.

Section 3.14 Security Interest in Collateral. Subject to the Legal Reservations, the Perfection Requirements, the provisions of this Agreement and the other relevant Loan Documents, the Collateral Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of itself and the other Secured Parties, and upon the satisfaction of the Perfection Requirements, such Liens constitute perfected Liens (with the priority that such Liens are expressed to have under the relevant Collateral Documents) on the Collateral (to the extent such Liens are required to be perfected under the terms of the Loan Documents) securing the Secured Obligations, in each case as and to the extent set forth therein.

Section 3.15 Labor Disputes. Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against the Borrower or any of its Restricted Subsidiaries pending or, to the knowledge of the Borrower or any of its Restricted Subsidiaries, threatened and (b) the hours worked by and payments made to employees of the Borrower and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters.

Section 3.16 Federal Reserve Regulations. No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U or X.

Section 3.17 Economic and Trade Sanctions and Anti-Corruption Laws.

(a) (i) None of Holdings, the Borrower nor any of its Restricted Subsidiaries nor, to the knowledge of the Borrower, any director, officer, agent, employee or Affiliate of any of the foregoing is a Sanctioned Person; and (ii) the Borrower will not directly or, to its knowledge, indirectly, use the proceeds of the Loans or otherwise make available such proceeds to any Person for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country.

(b) To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) Sanctions applicable to it and (ii) the USA PATRIOT Act.

(c) No part of the proceeds of any Loan will be used, directly or, to the knowledge of the Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to improperly obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA.

(d) The representations and warranties contained in this Section 3.17 shall only apply to the extent that it would not result in any violation of or conflict with Council Regulation (EC) No 2271/96 of 22 November 1996, section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung) or any similar anti-boycott law or regulation.

ARTICLE 4

CONDITIONS

Section 4.01 Closing Date. The obligations of any Lender to make Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received from each Loan Party party thereto (i) a counterpart signed by each such Loan Party (or written evidence satisfactory to the Administrative Agent (which may include a copy transmitted by facsimile or other electronic method) that such party has signed a counterpart) of (A) this Agreement, (B) the Security Agreement, (C) any Intellectual Property Security Agreement required pursuant to the Collateral and Guarantee Requirement, (D) the Loan Guaranty, (E) any Promissory Note requested by a Lender at least three Business Days prior to the Closing Date and (F) the ABL Intercreditor Agreement and the Pari Passu Intercreditor Agreement and (ii) a Borrowing Request as required by Section 2.03.

(b) Legal Opinions. The Administrative Agent shall have received (i) a customary written opinion of Weil, Gotshal & Manges LLP, in its capacity as special counsel for Holdings, the Borrower and any Subsidiary Guarantors, dated the Closing Date and addressed to the Administrative Agent and the Lenders and (ii) a customary written opinion of Babst Calland, in its capacity as special counsel for the Borrower and any Subsidiary Guarantors organized under the laws of Pennsylvania, dated the Closing Date and addressed to the Administrative Agent and the Lenders.

(c) Financial Statements and Pro Forma Financial Statements. The Administrative Agent shall have received (i) an audited balance sheet and audited statements of income and cash flows of each of the Borrower and Eco Services as of the end of and for each of the three most recent Fiscal Years ending more than 90 days prior to the Closing Date, (ii) unaudited balance sheets and related statements of income and cash flows of each of the Borrower and Eco Services for each Fiscal Quarter ending after December 31, 2015 and at least 45 days prior to the Closing Date and (iii) a pro forma consolidated balance sheet of the Borrower as of December 31, 2015, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date; provided, that (A) each such pro forma financial statement shall be prepared in good faith by the Borrower and (B) no such pro forma financial statement shall be required to include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)).

(d) Closing Certificates; Certified Charters; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date and executed by a secretary, assistant secretary or other senior officer (as the case may be) thereof, which shall (A) certify that attached thereto is a true and complete copy of the resolutions or written consents of its shareholders, board of directors, board of managers, members or other governing body authorizing the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions or written consents have not been modified, rescinded or amended and are in full force and effect, (B) identify by name and title and bear the signatures of the officers, managers, directors or authorized signatories of such Loan Party authorized to sign the Loan Documents to which it is a party on the Closing Date and (C) certify (x) that attached thereto is a true and complete copy of the certificate or articles of incorporation or organization (or memorandum of association or other equivalent thereof) of such Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and a true and correct copy of its by-laws or operating, management, partnership or similar agreement and (y) that such documents or agreements have not been amended (except as otherwise attached to such certificate and certified therein as being the only amendments thereto as of such date) and (ii) a good standing (or equivalent if applicable) certificate as of a recent date for such Loan Party from its jurisdiction of organization.

(e) Representations and Warranties. The representations and warranties of the Loan Parties set forth in Article III hereof and the other Loan Documents shall be true and correct in all material respects on and as of the Closing Date; provided that to the extent that any representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or for such period; provided, further, that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(f) Fees. Prior to or substantially concurrently with the funding of the Initial Term Loans hereunder, the Administrative Agent shall have received (i) all fees required to be paid by the Borrower on the Closing Date pursuant to the Fee Letter and (ii) all expenses required to be paid by the Borrower for which invoices have been presented at least three Business Days prior to the Closing Date or such later date to which the Borrower may agree (including the reasonable fees and expenses of legal counsel), in each case on or before the Closing Date, which amounts may be offset against the proceeds of the Loans.

(g) Solvency. The Administrative Agent shall have received a certificate dated as of the Closing Date in substantially the form ofExhibit L from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Borrower certifying as to the matters set forth therein.

(h) Perfection Certificate. The Administrative Agent shall have received a completed Perfection Certificate dated the Closing Date and signed by a Responsible Officer of each Loan Party, together with all attachments contemplated thereby.

(i) Pledged Stock; Stock Powers; Pledged Notes. Subject to the Intercreditor Agreements, the Administrative Agent (or its bailee) shall have received (i) the certificates representing the Capital Stock required to be pledged pursuant to the Security Agreement, together with an undated stock or similar power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, and (ii) each Material Debt Instrument (if any) endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(j) Filings Registrations and Recordings. Subject to the Intercreditor Agreements, each document (including any UCC (or similar) financing statement) required by any Collateral Document or under law to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral required to be delivered pursuant to such Collateral Document, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall have been received by the Administrative Agent and be in proper form for filing, registration or recordation.

(k) Transactions. Prior to or substantially concurrently with the initial funding of the Loans hereunder, (i) the Reorganization shall be consummated in accordance with the terms of the Reorganization Agreement; (ii) the 2022 Senior Secured Notes and the 2022 Senior Unsecured Notes shall have been issued by the Borrower, (iii) the Refinancing shall have occurred and (iv) the conditions to effectiveness of the ABL Credit Agreement shall be satisfied or waived in accordance with the terms thereof.

(l) Material Adverse Effect. Since December 31, 2015, no Material Adverse Effect shall have occurred.

(m) USA PATRIOT Act. No later than three Business Days in advance of the Closing Date, the Administrative Agent shall have received all documentation and other information reasonably requested by any Lender that is party hereto on the Closing Date in writing with respect to any Loan Party at least ten days in advance of the Closing Date, which documentation or other information is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(n) Officer's Certificate. The Administrative Agent shall have received a certificate signed by a Responsible Officer or director of the Borrower certifying as of the Closing Date to the matters set forth in Section 4.01(e) and Section 4.01(l).

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, by funding the Loans hereunder, the Administrative Agent and each Lender that has executed this Agreement (or an Assignment and Assumption on the Closing Date) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

ARTICLE 5

AFFIRMATIVE COVENANTS

From the Closing Date until the date that any Additional Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full in Cash (such date, the "**Termination Date**"), (i) in the case of Holdings, solely with respect to Sections 5.01, 5.02, 5.03, 5.08 and 5.12, and (ii) the Borrower hereby covenant and agree with the Lenders that:

Section 5.01 Financial Statements and Other Reports. The Borrower will deliver to the Administrative Agent for delivery to each Lender:

(a) Quarterly Financial Statements. Within 45 days (or 60 days in the case of the first Fiscal Quarter ending after the Closing Date) after the end of each of the first three Fiscal Quarters of each Fiscal Year, commencing with the Fiscal Quarter ending June 30, 2016, the consolidated balance sheet of the Borrower as at the end of such Fiscal Quarter and the related consolidated statements of income and cash flows of the Borrower for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, and setting forth, in reasonable detail, in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year (commencing after the completion of the first full Fiscal Quarter ended after the Closing Date; provided that comparisons to balance sheets dated prior to the Closing Date shall not be required), all in reasonable detail, together with a Responsible Officer Certification with respect thereto and a Narrative Report with respect thereto;

(b) Annual Financial Statements. Within 120 days after the end of the first Fiscal Year ending after the Closing Date and within 90 days of the end of each Fiscal Year ending thereafter, (i) the consolidated balance sheet of the Borrower as at the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows of the Borrower for such Fiscal Year and setting forth, in reasonable detail, in comparative form the corresponding figures for the previous Fiscal Year (commencing after the completion of the second full Fiscal Year ended after the Closing Date) and (ii) with respect to such consolidated financial statements, (A) a report thereon of a nationally recognized independent certified public accountant of recognized national standing (which report shall be unqualified as to "going concern" and scope of audit (except for any such qualification pertaining to the impending maturity of any indebtedness within 12 months of the relevant audit or the breach or anticipated breach of any financial covenant), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Borrower as at the dates indicated and its income and cash flows for the periods indicated in conformity with GAAP and (B) a Narrative Report with respect to such Fiscal Year;

(c) Compliance Certificate. Together with each delivery of financial statements of the Borrower pursuant to Sections 5.01(a) and 5.01(b), (i) a duly executed and completed Compliance Certificate (A) certifying that no Default or Event of Default exists (or if a Default or Event of Default exists, describing in reasonable detail such Default or Event of Default and the steps being taken to cure, remedy or waive the same), and (B) in the case of financial statements delivered pursuant to Section 5.01(b), setting forth reasonably detailed calculations of Excess Cash Flow of the Borrower and its Restricted Subsidiaries for each Fiscal Year beginning with the financial statements for the Fiscal Year ending December 31, 2017 and (ii) (A) a summary of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such financial statements and (B) a list identifying each subsidiary of the Borrower as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date of delivery of such Compliance Certificate or confirming that there is no change in such information since the later of the Closing Date and the date of the last such list;

(d) [Reserved];

(e) Notice of Default. Promptly upon any Responsible Officer of the Borrower obtaining knowledge of (i) any Default or Event of Default or (ii) the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either individually or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the Borrower has taken, is taking and proposes to take with respect thereto;

(f) Notice of Litigation. Promptly upon any Responsible Officer of the Borrower obtaining knowledge of (i) the institution of, or threat of, any Adverse Proceeding not previously disclosed in writing by the Borrower to the Administrative Agent, or (ii) any material development in any Adverse Proceeding that, in the case of either of clause (i) or (ii), could reasonably be expected to have a Material Adverse Effect, written notice thereof from the Borrower together with such othemon-privileged information as may be reasonably available to the Loan Parties to enable the Lenders to evaluate such matters;

(g) ERISA. Promptly upon any Responsible Officer of the Borrower becoming aware of the occurrence of any ERISA Event that could reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(h) Financial Plan. As soon as available and in any event no later than 90 days after the beginning of each Fiscal Year, commencing in respect of the Fiscal Year ending December 31, 2016, a consolidated plan and financial forecast for each Fiscal Quarter of such Fiscal Year, including a forecasted consolidated statement of the Borrower's financial position and forecasted consolidated statements of income and cash flows of the Borrower for such Fiscal Year, prepared in reasonable detail setting forth, with appropriate discussion, the principal assumptions on which such financial plan is based in a manner consistent with the level of detail provided in the private side supplement to the Information Memorandum;

(i) Information Regarding Collateral. Prompt (and in any event, within 30 days of the relevant change) written notice of any change (i) in any Loan Party's legal name, (ii) in any Loan Party's type of organization, (iii) in any Loan Party's jurisdiction of organization or (iv) in any Loan Party's organizational identification number, in each case to the extent such information is necessary to enable the Administrative Agent to perfect or maintain the perfection and priority of its security interest in the Collateral of the relevant Loan Party, together with a certified copy of the applicable Organizational Document reflecting the relevant change;

(j) Annual Collateral Verification. Together with the delivery of each Compliance Certificate provided with the financial statements required to be delivered pursuant to Section 5.01(b), a Perfection Certificate Supplement;

(k) Certain Reports. Promptly upon their becoming available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of (i) following an initial public offering, all financial statements, reports, notices and proxy statements sent or made available generally by Holdings or its applicable Parent Company to its security holders acting in such capacity and (ii) all regular and periodic reports and all registration statements (other than on Form S-8 or a similar form) and prospectuses, if any, filed by Holdings or its applicable Parent Company with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities; and

(l) Other Information. Such other certificates, reports and information (financial or otherwise) as the Administrative Agent may reasonably request from time to time in connection with the financial condition or business of Holdings and its Restricted Subsidiaries.

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower (or a representative thereof) (x) posts such documents or (y) provides a link thereto on the website of the Borrower on the Internet at the website address listed on Schedule 9.01; provided that, other than with respect to items required to be delivered pursuant to Section 5.01(k), the Borrower shall promptly notify the Administrative Agent in writing of the posting of any such documents on the website of the Borrower (or its applicable subsidiary) and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents; (ii) on which such documents are delivered by the Borrower to the Administrative Agent for posting on behalf of the Borrower on SyndTrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); (iii) on which executed certificates or other documents are faxed to the Administrative Agent (or electronically mailed to an address provided by the Administrative Agent); or (iv) in respect of the items required to be delivered pursuant to Section 5.01(k) in respect of information filed by Holdings or its applicable Parent Company with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities (other than Form 10-Q reports and Form 10-K reports described in Sections 5.01(a) and (b), respectively), on which such items have been made available on the SEC website or the website of the relevant analogous governmental or private regulatory authority or securities exchange.

Notwithstanding the foregoing, the obligations in paragraphs (a), (b) and (h) of this Section 5.01 may be satisfied with respect to any financial statements of Holdings by furnishing (A) the applicable financial statements of Holdings (or any other Parent Company) or (B) Holdings' (or any other Parent Company's), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC or any securities exchange, in each case, within the time periods specified in such paragraphs; provided that, with respect to each of clauses (A) and (B), (i) to the extent such financial statements relate to any Parent Company, such financial statements shall be accompanied by consolidating information that summarizes in reasonable detail the differences between the information relating to such Parent Company, on the one hand, and the information relating to Holdings on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of Holdings as having been fairly presented in all material respects and (ii) to the extent such statements are in lieu of statements required to be provided under Section 5.01(b), such statements shall be accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall satisfy the applicable requirements set forth in Section 5.01(b).

Section 5.02 Existence. Except as otherwise permitted under Section 6.07, Holdings and the Borrower will, and the Borrower will cause each of its Restricted Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights, franchises, licenses and permits material to its business except, other than with respect to the preservation of the existence of the Borrower, to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither Holdings nor the Borrower nor any of the Borrower's Restricted Subsidiaries shall be required to preserve any such existence (other than with respect to the preservation of existence of the Borrower), right, franchise, license or permit if a Responsible Officer of such Person or such Person's board of directors (or similar governing body) determines that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03 Payment of Taxes. Holdings and the Borrower will, and the Borrower will cause each of its Restricted Subsidiaries to, pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income or businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as are required in conformity with GAAP, have been made therefor, and (ii) in the case of a Tax which has or may become a Lien against any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or (b) failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Maintenance of Properties. The Borrower will, and will cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of the Borrower and its Restricted Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as expressly permitted by this Agreement or where the failure to maintain such properties or make such repairs, renewals or replacements could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, the Borrower will maintain or cause to be maintained, with financially sound and reputable insurers, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Borrower and its Restricted Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons, including flood insurance with respect to each Flood Hazard Property, in each case in compliance with the Flood Insurance Laws (where applicable). Each such policy of insurance shall (i) name the Administrative Agent on behalf of the Lenders as an additional insured thereunder as its interests may appear and (ii) to the extent available from the relevant insurance carrier, in the case of each casualty insurance policy (excluding any business interruption insurance policy), contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Lenders as the loss payee thereunder and, to the extent available, provide for at least 30 days' prior written notice to the Administrative Agent of any modification or cancellation of such policy (or 10 days' prior written notice in the case of the failure to pay any premiums thereunder).

Section 5.06 Inspections. The Borrower will, and will cause each of its Restricted Subsidiaries to, permit any authorized representative designated by the Administrative Agent to visit and inspect any of the properties of the Borrower and any of its Restricted Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its and their respective financial and accounting records, and to discuss its and their respective affairs, finances and accounts with its and their Responsible Officers and independent public accountants (provided that the Borrower (or any of its subsidiaries) may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice and at reasonable times during normal business hours; provided that, excluding such visits and inspections during the continuation of an Event of Default, (x) only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 5.06, (y) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (z) only one such time per calendar year shall be at the expense of the Borrower; provided further that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice; provided further that, notwithstanding anything to the contrary herein, neither the Borrower nor any Restricted Subsidiary shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Borrower and its subsidiaries and/or any of its customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives or contractors) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.07 Maintenance of Book and Records. Holdings and Borrower will, and will cause their Restricted Subsidiaries to, maintain proper books of record and account containing entries of all material financial transactions and matters involving the assets and business of the Borrower and its Restricted Subsidiaries that are full, true and correct in all material respects and permit the preparation of consolidated financial statements in accordance with GAAP.

Section 5.08 Compliance with Laws. Holdings and the Borrower will, and will cause each of its Restricted Subsidiaries to, comply with the requirements of (i) OFAC and the FCPA applicable to it and (ii) all applicable laws, rules, regulations and orders of any Governmental Authority (including ERISA, all Environmental Laws and the USA PATRIOT Act), except, in the case of clause (ii), to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

Section 5.09 Environmental.

(a) Environmental Disclosure. The Borrower will deliver to the Administrative Agent:

(i) as soon as practicable following receipt thereof, copies of all non-privileged environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of the Borrower or any of its Restricted Subsidiaries or by independent consultants, governmental authorities or any other Persons, with respect to significant environmental matters at the Borrower's or any Restricted Subsidiaries' Facilities, or with respect to any Environmental Claims that, in each case might reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Borrower or any of its Restricted Subsidiaries to any federal, state or local governmental or regulatory agency under any applicable Environmental Laws that could reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by the Borrower or any of its Restricted Subsidiaries or any other Person of which the Borrower or any of its Restricted Subsidiaries has knowledge in response to (1) any Hazardous Materials Activity the existence of which has a reasonable possibility of resulting in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claim that, individually or in the aggregate, has a reasonable possibility of resulting in a Material Adverse Effect and (C) discovery by the Borrower or any subsidiary of any occurrence or condition on any real property adjoining or in the vicinity of any Facility that reasonably could be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the sending or receipt thereof by the Borrower or any of its Restricted Subsidiaries, a copy of any and all written communications with respect to (A) any Environmental Claim that, individually or in the aggregate, has a reasonable possibility of giving rise to a Material Adverse Effect, (B) any Release required to be reported by the Borrower or any of its Restricted Subsidiaries to any federal, state or local governmental or regulatory agency that reasonably could be expected to have a Material Adverse Effect, and (C) any request made to the Borrower or any of its Restricted Subsidiaries for information from any governmental agency that suggests such agency is investigating whether the Borrower or any of its Restricted Subsidiaries may be potentially responsible for any Hazardous Materials Activity which is reasonably expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets, or property by the Borrower or any of its Restricted Subsidiaries that could reasonably be expected to expose the Borrower or any of its Restricted Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by the Borrower or any of its Restricted Subsidiaries to modify current operations in a manner that could subject the Borrower or any of its Restricted Subsidiaries to any additional obligations or requirements under any Environmental Law that are reasonably likely to have a Material Adverse Effect; and

(v) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Administrative Agent in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. The Borrower will, and will cause each of its Restricted Subsidiaries to promptly take, any and all actions necessary to (i) cure any noncompliance with applicable Environmental Laws by the Borrower or its Restricted Subsidiaries, and address with appropriate corrective or remedial action any Release or threatened Release of Hazardous Materials at or from any Facility, in each case, that could reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against the Borrower or any of its Restricted Subsidiaries and discharge any obligations it may have to any Person thereunder, in each case, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 Designation of Subsidiaries. The board of directors (or equivalent governing body) of the Borrower may at any time after the Closing Date designate (or redesignate) any subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default or Event of Default exists (including after giving effect to the reclassification of Investments in, Indebtedness of and Liens on the assets of, the applicable Restricted Subsidiary or Unrestricted Subsidiary), (ii) the Senior Secured

Leverage Ratio, calculated on a Pro Forma Basis after giving effect to such designation, would not exceed 5.80:1.00, (iii) no subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for purposes of the ABL Facility or Senior Notes and (iv) as of the date of the designation thereof, no Unrestricted Subsidiary shall own any Capital Stock in any Restricted Subsidiary of the Borrower or hold any Indebtedness of or any Lien on any property of the Borrower or its Restricted Subsidiaries. The designation of any subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower therein at the date of designation in an amount equal to the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Borrower's equity interest therein as reasonably estimated by the Borrower (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.06). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence or making, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such Restricted Subsidiary, as applicable; provided that upon a re-designation of any Unrestricted Subsidiary as a Restricted Subsidiary, the Borrower shall be deemed to continue to have an Investment in the resulting Restricted Subsidiary in an amount (if positive) equal to (a) the Borrower's "Investment" in such Restricted Subsidiary at the time of such re-designation, *less* (b) the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Borrower's equity therein at the time of such re-designation. As of the Closing Date, the subsidiaries listed on Schedule 5.10 have been designated as Unrestricted Subsidiaries.

Section 5.11 Use of Proceeds. The Borrower shall use proceeds of the Initial Term Loans solely to finance a portion of the Transactions (including the payment of Transaction Costs). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulation U or X. The Borrower shall use the proceeds of the Incremental Loans for working capital, capital expenditures and other general corporate purposes of the Borrower and its subsidiaries (including for Restricted Payments, Investments, Permitted Acquisitions and any other purpose not prohibited by the terms of the Loan Documents).

Section 5.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon (i) the formation or acquisition after the Closing Date of any Restricted Subsidiary that is a Domestic Subsidiary, (ii) the designation of any Unrestricted Subsidiary that is a Domestic Subsidiary as a Restricted Subsidiary, (iii) any Restricted Subsidiary that is a Domestic Subsidiary ceasing to be an Immaterial Subsidiary or (iv) any Restricted Subsidiary that is an Immaterial Subsidiary ceasing to be an Excluded Subsidiary, (x) if the event giving rise to the obligation under this Section 5.12(a) occurs during any one of the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) for the Fiscal Quarter in which the relevant formation, acquisition, designation or cessation occurred or (y) if the event giving rise to the obligation under this Section 5.12(a) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in the cases of clauses (x) and (y), such longer period as the Administrative Agent may reasonably agree), the Borrower shall cause such Restricted Subsidiary (other than any Excluded Subsidiary) to comply with the requirements set forth in clause (a) of the definition of "Collateral and Guarantee Requirement".

(b) Within 90 days after the acquisition by any Loan Party of any Material Real Estate Asset other than any Excluded Asset (or such longer period as the Administrative Agent may reasonably agree), the Borrower shall cause such Loan Party to comply with the requirements set forth in clause (b) of the definition of "Collateral and Guarantee Requirement", it being understood and agreed that, with respect to any Material Real Estate Asset owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Loan Party under Section 5.12(a), such Material Real Estate Asset shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Loan Party under Section 5.12(a).

Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Administrative Agent may grant extensions of time for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Loan Guaranty by any Restricted Subsidiary (in connection with assets acquired, or Restricted Subsidiaries formed or acquired, after the Closing Date) where it reasonably determines, in consultation with the Borrower, that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Collateral Documents, and each Lender hereby consents to any such extension of time, (ii) any Lien required to be granted from time to time pursuant to the definition of "Collateral and Guarantee Requirement" shall be subject to the exceptions and limitations set forth in the Collateral Documents, (iii) perfection by control shall not be required with respect to assets requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control of pledged Capital Stock and/or Material Debt Instruments), (iv) no Loan Party shall be required to seek any landlord lien waiver, bailee letter, estoppel, warehouseman waiver or other collateral access or similar letter or agreement; (v) no Loan Party will be required to (1) take any action outside of the U.S. to perfect any security interest in any asset located outside of the U.S. or (2) execute any foreign law security agreement, pledge agreement, mortgage, deed or charge; (vi) in no event will the Collateral include any Excluded Assets, (vii) no action shall be required to perfect any Lien with respect to (x) any vehicle or other asset subject to a certificate of title and/or (y) Letter-of-Credit Rights to the extent that a security interest therein cannot be perfected by filing a Form UCC-1 (or similar) financing statement and (viii) the Administrative Agent shall not require the taking of a Lien on, or require the perfection of any Lien granted in, those assets as to which the cost of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) is excessive in relation to the benefit to the Lenders of the security afforded thereby as reasonably determined by the Borrower and the Administrative Agent.

For the avoidance of doubt, it is understood, agreed and intended by the parties hereto that, notwithstanding anything to the contrary herein or in any other Loan Document, (i) under no circumstance shall the Administrative Agent, any Lender or any Participant have recourse to more than 65% of the voting Capital Stock of any CFC and (ii) under no circumstance shall any CFC or any direct or indirect subsidiary of a CFC be a Guarantor hereunder or under any Loan Document or in any other way be required to comply with the requirements set forth in clause (a) of the definition of "Collateral and Guarantee Requirement"; provided that thisclause (ii) shall not apply to any direct or indirect subsidiary of Potters LP or Potters GP that is a Guarantor as of the date hereof to the extent this clause would otherwise apply solely by reason of Potters LP or Potters GP becoming a CFC after the date hereof.

Section 5.13 Maintenance of Ratings. The Borrower will use commercially reasonable efforts to maintain public corporate credit facility and public corporate family ratings from each of S&P and Moody's; provided that in no event shall the Borrower be required to maintain any specific rating with any such agency.

Section 5.14 Post-Closing Matters.

(a) On or prior to the date that is 30 days after the Closing Date or such later date as the Administrative Agent reasonably agrees to in writing, with respect to each Patent, Patent application, registered Trademark, or Trademark application issued by, registered with, or applied for in the United States Patent and Trademark Office ("**USPTO**") and included in the Collateral (the "**Registered Patent and Trademark Collateral**") for which Eco Services Operations LLC is the record owner, the Loan Parties shall file in the USPTO the certificate of merger between Eco Services Operations LLC and PQ Corporation, and the assignment from PQ Corporation to Eco Services Operations Corporation, and any other appropriate documents to reflect the proper record ownership of such Registered Patent and Trademark Collateral.

(b) On or prior to the date that is 120 days after the Closing Date or such later date as the Administrative Agent reasonably agrees to in writing, the Borrower and each other Loan Party, as applicable, shall comply with the requirements set forth in clause (b) of the definition of "Collateral and Guarantee Requirement" with respect to the real property listed on Schedule 1.01(b).

Section 5.15 Further Assurances. Promptly upon request of the Administrative Agent and subject to the limitations described in Section 5.12:

(a) The Borrower will, and will cause each other Loan Party to, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgments and take all such further actions (including the filing and recordation of financing statements, fixture filings, Mortgages and/or amendments thereto and other documents), that may be required under any applicable law and which the Administrative Agent may request to ensure the creation, perfection and priority of the Liens created or intended to be created under the Collateral Documents, all at the expense of the relevant Loan Parties.

(b) The Borrower will, and will cause each other Loan Party to, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, certificates, assurances and other instruments as the Administrative Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Collateral Documents.

ARTICLE 6

NEGATIVE COVENANTS

From the Closing Date and until the Termination Date has occurred, (i) in the case of Holdings, solely with respect to Section 6.14 and (ii) the Borrower covenant and agree with the Lenders that:

Section 6.01 Indebtedness. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Secured Obligations (including any Additional Term Loans and any Additional Revolving Loans);

(b) Indebtedness of the Borrower to any Restricted Subsidiary and/or of any Restricted Subsidiary to the Borrower or any other Restricted Subsidiary; provided that in the case of any Indebtedness of any Restricted Subsidiary that is not a Loan Party owing to a Loan Party, such Indebtedness shall be permitted as an Investment by Section 6.06; provided further that any Indebtedness of any Loan Party to any Restricted Subsidiary that is not a Loan Party must be subject to the Global Intercompany Note or otherwise expressly subordinated to the Obligations of such Loan Party on terms that are reasonably acceptable to the Administrative Agent);

(c) Indebtedness in respect of (i) the Senior Notes (including any guarantees thereof) and (ii)(A) any ABL Facility (including any letters of credit issued thereunder) in an aggregate outstanding principal (or committed) amount not to exceed the greater of (x) $250,000,000 and (y) the Borrowing Base and (B) any "Banking Services Obligations" and "Secured Hedging Obligations", as such terms are defined in the ABL Credit Agreement or any equivalent term in any other ABL Facility;

(d) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price or similar obligations (including contingentearn-out obligations) incurred in connection with any Disposition permitted hereunder, any acquisition permitted hereunder or consummated prior to the Closing Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Borrower or any such Restricted Subsidiary pursuant to any such agreement;

(e) Indebtedness of the Borrower and/or any Restricted Subsidiary (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(f) Indebtedness of the Borrower and/or any Restricted Subsidiary in respect of commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and Deposit Accounts, including Banking Services Obligations and dealer incentive, supplier finance or similar programs;

(g) (i) guaranties by the Borrower and/or any Restricted Subsidiary of the obligations of suppliers, customers and licensees in the ordinary course of business, (ii) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower and/or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(h) Guarantees by the Borrower and/or any Restricted Subsidiary of Indebtedness or other obligations of the Borrower and/or any Restricted Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 or other obligations not prohibited by this Agreement; provided that in the case of any Guarantee by any Loan Party of the obligations of any non-Loan Party, the related Investment is permitted under Section 6.06;

(i) Indebtedness of the Borrower and/or any Restricted Subsidiary existing, or pursuant to commitments existing, on the Closing Date and described on Schedule 6.01;

(j) Indebtedness of Restricted Subsidiaries that are not Loan Parties; provided that the aggregate outstanding principal amount of such Indebtedness shall not exceed (together with all Indebtedness incurred under Section 6.01(n) or Section 6.01(w) by Restricted Subsidiaries that are not Loan Parties) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(k) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, license or similar agreements entered into in the ordinary course of business;

(l) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of (i) the financing of insurance premiums,(ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(m) Indebtedness of the Borrower and/or any Restricted Subsidiary with respect to Capital Leases and purchase money Indebtedness incurred prior to or within 270 days of the acquisition, lease, completion of construction, repair of, replacement, improvement to or installation of assets in an aggregate outstanding principal amount not to exceed the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(n) Indebtedness of any Person that becomes a Restricted Subsidiary or Indebtedness assumed in connection with an acquisition permitted hereunder after the Closing Date; provided that (i) such Indebtedness (A) existed at the time such Person became a Restricted Subsidiary or the assets subject to such Indebtedness were acquired and (B) was not created or incurred in anticipation thereof, (ii) no Event of Default exists or would result after giving pro forma effect to such acquisition, (iii) after giving effect to such acquisition on a Pro Forma Basis (without "netting" the Cash proceeds of such Indebtedness), (A) if such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Credit Facilities, the Senior Secured Leverage Ratio would not exceed the greater of (x) 3.95:1.00 and (y) the Senior Secured Leverage Ratio as of the last day of the most recently ended Test Period, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien securing the Credit Facilities, the Secured Leverage Ratio would not exceed the greater of (x) 4.70:1.00 and (y) the Secured Leverage Ratio as of the last day of the most recently ended Test Period, or (C) if such Indebtedness is unsecured or is secured by assets of Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio would not exceed the greater of (x) 5.80:1.00 and (y) the Total Leverage Ratio as of the last day of the most recently ended Test Period, and (iv) the aggregate outstanding principal amount of such Indebtedness of Restricted Subsidiaries that are not Loan Parties shall not exceed (together with all Indebtedness incurred under Section 6.01(j) or Section 6.01(w) by Restricted Subsidiaries that are not Loan Parties) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(o) Indebtedness consisting of promissory notes issued by Holdings, the Borrower or any Restricted Subsidiary to any stockholder of any Parent Company or any current or former director, officer, employee, member of management, manager or consultant of any Parent Company, the Borrower or any subsidiary (or their respective Immediate Family Members) to finance the purchase or redemption of Capital Stock of any Parent Company permitted by Section 6.04(a);

(p) the Borrower and its Restricted Subsidiaries may become and remain liable for any Indebtedness refinancing, refunding or replacing any Indebtedness permitted under clauses (a), (c), (i), (j), (m), (n), (o), (q), (r), (t), (u), (w), (x), (y) and (z) of this Section 6.01 (in any case, including any refinancing Indebtedness incurred in respect thereof, "**Refinancing Indebtedness**") and any subsequent Refinancing Indebtedness in respect thereof; provided that (i) the principal amount of such Indebtedness does not exceed the principal amount of the Indebtedness being refinanced, refunded or replaced, except by (A) an amount equal to unpaid accrued interest and premiums (including tender premiums) thereon *plus* underwriting discounts, other reasonable and customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection with the relevant refinancing, refunding or replacement, (B) an amount equal to any existing commitments unutilized

thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 6.01 (provided that (1) any additional Indebtedness referenced in this clause (C) satisfies the other applicable requirements of this definition (with additional amounts incurred in reliance on this clause (C) constituting a utilization of the relevant basket or exception pursuant to which such additional amount is permitted) and (2) if such additional Indebtedness is secured, the Lien securing such Indebtedness satisfies the applicable requirements of Section 6.02), (ii) other than in the case of Refinancing Indebtedness with respect to clause (i), (m), (n), (u) or (x), (A) such Indebtedness has a final maturity on or later than (and, in the case of revolving Indebtedness, does not require mandatory commitment reductions, if any, prior to) the final maturity of the Indebtedness being refinanced, refunded or replaced and (B) other than with respect to revolving Indebtedness, a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being refinanced, refunded or replaced, (iii) the terms of any Refinancing Indebtedness with an original principal amount in excess of the Threshold Amount (excluding pricing, fees, premiums, rate floors, optional prepayment or redemption terms (and, if applicable, subordination terms) and, with respect to Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) above, security), are not, taken as a whole (as reasonably determined by the Borrower), more favorable to the lenders providing such Indebtedness than those applicable to the Indebtedness being refinanced, refunded or replaced (other than any covenants or any other provisions applicable only to periods after the Latest Maturity Date as of such date or any covenants or provisions which are then-current market terms for the applicable type of Indebtedness), (iv) in the case of Refinancing Indebtedness with respect to Indebtedness permitted under clauses (j), (m), (u), (w) (solely as it relates to clause (1) of the proviso thereto) and (y) of this Section 6.01, the incurrence thereof shall be without duplication of any amounts outstanding in reliance on the relevant clause, (v) except in the case of Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) of this Section 6.01 (it being understood that Holdings may not be the primary obligor of the applicable Refinancing Indebtedness if Holdings was not the primary obligor on the relevant refinanced Indebtedness), (A) such Indebtedness is secured only by Permitted Liens at the time of such refinancing, refunding or replacement (it being understood that secured Indebtedness may be refinanced with unsecured Indebtedness), (B) such Indebtedness is incurred by the obligor or obligors in respect of the Indebtedness being refinanced, refunded or replaced, except to the extent otherwise permitted pursuant to Section 6.01 and (C) if the Indebtedness being refinanced, refunded or replaced was originally contractually subordinated to the Obligations in right of payment (or the Liens securing such Indebtedness were originally contractually subordinated to the Liens on the Collateral securing the Secured Obligations), such Indebtedness is contractually subordinated to the Obligations in right of payment (or the Liens securing such Indebtedness are subordinated to the Liens on the Collateral securing the Secured Obligations) on terms not materially less favorable (as reasonably determined by the Borrower), taken as a whole, to the Lenders than those applicable to the Indebtedness (or Liens, as applicable) being refinanced, refunded or replaced, taken as a whole, (vi) except in the case of Refinancing Indebtedness with respect to clause (a) of this Section 6.01, as of the date of the incurrence of such Indebtedness and after giving effect thereto, no Event of Default exists and (vii) in the case of Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) of this Section 6.01, (A) such Indebtedness is *pari passu* or junior in right of payment and secured by the Collateral on a *pari passu* or junior basis with respect to the remaining Obligations hereunder, or is unsecured; provided that any such Indebtedness that is *pari passu* or junior with respect to the Collateral shall be subject to an Acceptable Intercreditor Agreement, (B) if the Indebtedness being refinanced, refunded or replaced is secured, it is not secured by any assets other than the Collateral, (C) if the Indebtedness being refinanced, refunded or replaced is Guaranteed, it shall not be Guaranteed by any Person other than a Loan Party and (D) such Indebtedness is incurred under (and pursuant to) documentation other than this Agreement; it being understood and agreed that any such Indebtedness that is *pari passu* with the Initial Term Loans hereunder in right of payment and secured by the Collateral on a *pari passu* basis with respect to the Secured Obligations hereunder that are secured on a first lien basis may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any voluntary or mandatory prepayment in respect of the Initial Term Loans (and any Additional Term Loans then subject to ratable repayment requirements), in each case as the Borrower and the relevant lender may agree;

(q) Indebtedness incurred to finance acquisitions permitted hereunder after the Closing Date;provided that (i) before and after giving effect to such acquisition on a Pro Forma Basis, no Event of Default exists, (ii) after giving effect to such acquisition on a Pro Forma Basis (without "netting" the Cash proceeds of such Indebtedness), (A) if such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Credit Facilities, the Senior Secured Leverage Ratio would not exceed the greater of (x) 3.95:1.00 and (y) the Senior Secured Leverage Ratio as of the last day of the most recently ended Test Period, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien securing the Credit Facilities, the Secured Leverage Ratio would not exceed the greater of (x) 4.70:1.00 and (y) the Secured Leverage Ratio as of the last day of the most recently ended Test Period, or (C) if such Indebtedness is unsecured or is secured by assets of Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio would not exceed the greater of (x) 5.80:1.00 and (y) the Total Leverage Ratio as of the last day of the most recently ended Test Period and (iii) any such Indebtedness that is secured by a Lien on the Collateral or subordinated to the Obligations in right of payment or security shall be subject to an Acceptable Intercreditor Agreement;

(r) Indebtedness of the Borrower and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed 100% of the amount of Net Proceeds received by the Borrower from (i) the issuance or sale of Qualified Capital Stock or (ii) any cash contribution to its common equity with the Net Proceeds from the issuance and sale by any Parent Company of its Qualified Capital Stock or a contribution to the common equity of any Parent Company, in each case, (A) other than any Net Proceeds received from the sale of Capital Stock to, or contributions from, the Borrower or any of its Restricted Subsidiaries and (B) to the extent the relevant Net Proceeds have not otherwise been applied to make Investments, Restricted Payments or Restricted Debt Payments hereunder;

(s) Indebtedness of the Borrower and/or any Restricted Subsidiary under any Derivative Transaction not entered into for speculative purposes;

(t) [Reserved];

(u) Indebtedness of the Borrower and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed the greater of $200,000,000 and 5.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(v) [Reserved];

(w) additional Indebtedness of the Borrower and/or any Restricted Subsidiary so long as, on a Pro Forma Basis as of the last day of the most recently ended Test Period (without "netting" the Cash proceeds of such Indebtedness), (i) if such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Credit Facilities, the Senior Secured Leverage Ratio would not exceed 3.95:1.00, (ii) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien securing the Credit Facilities, the Secured Leverage Ratio would not exceed 4.70:1.00 or (iii) if such Indebtedness is unsecured or is secured by assets of Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio would not exceed 5.80:1.00; provided that (1) the aggregate outstanding principal amount of such Indebtedness of Restricted Subsidiaries that are not Loan Parties shall not exceed (together with all Indebtedness incurred under Section 6.01(j) or Section 6.01(n) by Restricted Subsidiaries that are not Loan Parties) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period and (2) any such Indebtedness that is secured by a Lien on the Collateral or subordinated to the Obligations in right of payment or security shall be subject to an Acceptable Intercreditor Agreement;

(x) Indebtedness of the Borrower and/or any Restricted Subsidiary incurred in connection with (i) a Specified Lease Transaction or (ii) a NMTC Transaction;

(y) Indebtedness of the Borrower and/or any Restricted Subsidiary incurred in connection with Sale and Lease-Back Transactions permitted pursuant to Section 6.08;

(z) secured or unsecured notes and/or loans (and/or commitments in respect thereof) issued or incurred by the Borrower in lieu of Incremental Loans (such notes or loans, "**Incremental Equivalent Debt**"); provided that (i) the aggregate outstanding principal amount (or committed amount, if applicable) of all Incremental Equivalent Debt, together with the aggregate outstanding principal amount (or committed amount, if applicable) of all Incremental Loans and Incremental Commitments provided pursuant to Section 2.22, shall not exceed the Incremental Cap, (ii) any Incremental Equivalent Debt shall be subject toclauses (vi), (vii), (ix) and (x) (except, in the case of clause (x), as otherwise agreed by the Persons providing such Incremental Equivalent Debt) of the proviso to Section 2.22(a), (iii) any Incremental Equivalent Debt that is secured shall be secured only by the Collateral and on a *pari passu* or junior basis with the Collateral securing the Secured Obligations, (iv) any Incremental Equivalent Debt consisting of syndicated term loans that are *pari passu* with the Initial Term Loans in right of payment and with respect to security shall be subject toclause (v) of the proviso to Section 2.22(a), (v) any Incremental Equivalent Debt that ranks*pari passu* in right of security or that is subordinated in right of payment or security shall be subject to an Acceptable Intercreditor Agreement and (vi) no Incremental Equivalent Debt may be guaranteed by any Person that is not a Loan Party or secured by any assets other than the Collateral;

(aa) Indebtedness (including obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred by the Borrower and/or any Restricted Subsidiary in respect of workers compensation claims, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(bb) Indebtedness of the Borrower and/or any Restricted Subsidiary representing (i) deferred compensation to directors, officers, employees, members of management, managers, and consultants of any Parent Company, the Borrower and/or any Restricted Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with the Transactions, any Permitted Acquisition or any other Investment permitted hereby;

(cc) Indebtedness of the Borrower and/or any Restricted Subsidiary in respect of any letter of credit or bank guarantee issued in favor of any issuing lender under the ABL Facility to support any defaulting lender's participation in letters of credit made under the ABL Facility;

(dd) Indebtedness of the Borrower or any Restricted Subsidiary supported by any letter of credit otherwise permitted to be incurred hereunder;

(ee) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Borrower and/or any Restricted Subsidiary in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default under Section 7.01(i);

(ff) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Borrower and/or any Restricted Subsidiary hereunder;

(gg) to the extent constituting Indebtedness, obligations under the Reorganization Agreement; and

(hh) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business.

Section 6.02 Liens. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens securing the Secured Obligations created pursuant to the Loan Documents;

(b) Liens for Taxes which are (i) for amounts not yet overdue by more than 30 days or (ii) being contested in accordance with Section 5.03(a);

(c) statutory Liens (and rights of set-off) of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue by more than 30 days or (ii) for amounts that are overdue by more than 30 days and that are being contested in good faith by appropriate proceedings, so long as adequate reserves or other appropriate provisions required by GAAP shall have been made for any such contested amounts;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to Holdings and its subsidiaries or (y) leases or licenses of property otherwise permitted by this Agreement and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(e) Liens consisting of easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Borrower and/or its Restricted Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(f) Liens consisting of any (i) interest or title of a lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens solely on any Cash earnest money deposits made by the Borrower and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment permitted hereunder;

(h) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases or consignment or bailee arrangements entered into in the ordinary course of business;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with any zoning, building or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any or dimensions of real property or the structure thereon;

(k) Liens securing Indebtedness permitted pursuant to Section 6.01(p) (solely with respect to the Refinancing Indebtedness permitted pursuant to Sections 6.01(a), (c)(i) (solely with respect to the 2022 Senior Secured Notes), (c)(ii), (i), (j), (m), (n), (q), (t), (u), (w), (x), (y) and (z)); provided that (i) no such Lien extends to any asset not covered by the Lien securing the Indebtedness that is being refinanced and (ii) if the Indebtedness being refinanced was subject to intercreditor arrangements, then any refinancing Indebtedness in respect thereof shall be subject to an Acceptable Intercreditor Agreement or intercreditor arrangements not materially less favorable to the Secured Parties, taken as a whole, than the intercreditor arrangements governing the Indebtedness that is refinanced;

(l) Liens described on Schedule 6.02 and any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 6.01 and (B) proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is permitted by Section 6.01;

(m) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.08;

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(m); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(o) (i) Liens securing Indebtedness permitted pursuant to Section 6.01(n) on the relevant acquired assets or on the Capital Stock and assets of the relevant newly acquired Restricted Subsidiary; provided that no such Lien (x) extends to or covers any other assets (other than the proceeds or products thereof, accessions or additions thereto and improvements thereon) or (y) was created in contemplation of the applicable acquisition of assets or Capital Stock, and (ii) Liens securing Indebtedness incurred pursuant to clause (ii)(A) or (ii)(B) of the proviso in Section 6.01(q);

(p) Liens (i) that are contractual rights of set-off or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Borrower and/or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and/or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Borrower and/or any Restricted Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business and (ii) encumbering reasonable customary initial deposits and margin deposits;

(q) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Loan Parties (including Capital Stock owned by such Persons) securing Indebtedness of Restricted Subsidiaries that are not Loan Parties permitted pursuant to Section 6.01;

(r) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Borrower and/or its Restricted Subsidiaries;

(s) Liens disclosed in any Mortgage Policy delivered pursuant to Section 5.12 with respect to any Material Real Estate Asset and any replacement, extension or renewal of any such Lien; provided that (i) no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof) and (ii) such Liens do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Borrower and/or its Restricted Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(t) Liens securing Indebtedness incurred pursuant to Section 6.01(w) and Section 6.01(z);

(u) other Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of $200,000,000 and 5.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(v) Liens on assets securing judgments, awards, attachments and/or decrees and notices of *lis pendens* and associated rights relating to litigation being contested in good faith not constituting an Event of Default under Section 7.01(h);

(w) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Borrower and its Restricted Subsidiaries (other than any Immaterial Subsidiary) or (ii) secure any Indebtedness;

(x) Liens on Securities that are the subject of repurchase agreements constituting Investments permitted under Section 6.06 arising out of such repurchase transaction;

(y) Liens securing obligations in respect letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Section 6.01(d), (e), (g), (aa) and (cc);

(z) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business and permitted by this Agreement or (ii) by operation of law under Article 2 of the UCC (or similar law of any jurisdiction);

(aa) Liens (i) in favor of any Loan Party and/or (ii) granted by anynon-Loan Party in favor of any Restricted Subsidiary that is not a Loan Party, in the case of each of clauses (i) and (ii), securing intercompany Indebtedness permitted under Section 6.01;

(bb) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cc) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(dd) Liens securing (i) obligations under Hedge Agreements in connection with any Derivative Transaction of the type described in Section 6.01(s) and/or (ii) obligations of the type described in Section 6.01(f);

(ee) (i) Liens on Capital Stock of joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (ii) customary call/put rights, rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(ff) Liens on cash or Cash Equivalents arising in connection with the defeasance, discharge or redemption of Indebtedness;

(gg) Liens evidenced by the filing of UCC financing statements relating to factoring or similar arrangements entered into in the ordinary course of business;

(hh) Liens securing (i) Indebtedness in respect of the 2022 Senior Secured Note Document pursuant to Section 6.01(c)(i) so long as such Liens are subject to the Pari Passu Intercreditor Agreement and (ii) Indebtedness permitted pursuant to Section 6.01(c)(ii) so long as such Liens are subject to the ABL Intercreditor Agreement; and

(ii) Liens arising out of (a) Specified Lease Transactions or (b) NMTC Transactions.

Section 6.03 No Further Negative Pledges. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations, except with respect to:

(a) specific property to be sold pursuant to any Disposition permitted by Section 6.07;

(b) restrictions contained in any agreement with respect to Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien, but only if such restrictions apply only to the Person or Persons obligated under such Indebtedness and its or their Restricted Subsidiaries or the property or assets securing such Indebtedness;

(c) restrictions contained in the Senior Note Documents and the documentation governing Indebtedness permitted by clauses (c), (j), (m), (n), (q), (r), (u), (w), (x) and/or (z) of Section 6.01 (and clause (p) of Section 6.01 to the extent relating to any refinancing, refunding or replacement of Indebtedness incurred in reliance on clauses (a), (c), (j), (m), (n), (q), (r), (u), (w), (x) and/or (z) of Section 6.01);

(d) restrictions by reason of customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses and other agreements entered into in the ordinary course of business (provided that such restrictions are limited to the relevant leases, subleases, licenses, sublicenses or other agreements and/or the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or other agreements, as the case may be);

(e) Permitted Liens and restrictions in the agreements relating thereto that limit the right of the Borrower or any of its Restricted Subsidiaries to Dispose of, or encumber the assets subject to such Liens;

(f) provisions limiting the Disposition or distribution of assets or property in joint venture agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the Capital Stock of which is the subject of such agreement);

(g) any encumbrance or restriction assumed in connection with an acquisition of the property or Capital Stock of any Person, so long as such encumbrance or restriction relates solely to the property so acquired (or to the Person or Persons (and its or their subsidiaries) bound thereby) and was not created in connection with or in anticipation of such acquisition;

(h) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of the assets of, or ownership interests in, the relevant partnership, limited liability company, joint venture or any similar Person;

(i) restrictions on Cash or other deposits imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such Cash or other deposits exist;

(j) restrictions set forth in documents which exist on the Closing Date;

(k) restrictions set forth in any Loan Document, any Hedge Agreement and/or any agreement relating to any Banking Service Obligation;

(l) restrictions contained in documents governing Indebtedness permitted hereunder of any Restricted Subsidiary that is not a Loan Party;

(m) restrictions contained in any agreement with respect to any NMTC Transaction; and

(n) other restrictions or encumbrances imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of the contracts, instruments or obligations referred to in clauses (a) through (m) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those in effect prior to the relevant amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.04 Restricted Payments; Certain Payments of Indebtedness.

(a) The Borrower shall not pay or make, directly or indirectly, any Restricted Payment, except that:

(i) the Borrower may make Restricted Payments to the extent necessary to permit any Parent Company:

(A) to pay general administrative costs and expenses (including corporate overhead, legal or similar expenses and customary salary, bonus and other benefits payable to directors, officers, employees, members of management, managers and/or consultants of any Parent Company) and franchise fees and Taxes and similar fees, Taxes and expenses required to enable such Parent Company to maintain its organizational existence or qualification to do business, in each case, which are reasonable and customary and incurred in the ordinary course of business, *plus* any reasonable and customary indemnification claims made by directors, officers, members of management, managers, employees or consultants of any Parent Company, in each case, to the extent attributable to the ownership or operations of any Parent Company and its subsidiaries (but excluding the portion of such amount that is attributable to the ownership or operations of any subsidiary of any Parent Company other than the Borrower and its subsidiaries);

(B) [Reserved].

(C) to pay audit and other accounting and reporting expenses of such Parent Company to the extent attributable to any Parent Company (but excluding, for the avoidance of doubt, the portion of any such expenses, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than the Borrower and/or its subsidiaries), the Borrower and its subsidiaries;

(D) for the payment of insurance premiums to the extent attributable to any Parent Company (but excluding, for the avoidance of doubt, the portion of any such premiums, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than the Borrower and/or its subsidiaries), the Borrower and its subsidiaries;

(E) pay (x) fees and expenses related to debt or equity offerings, investments or acquisitions permitted or not restricted by this Agreement (whether or not consummated) and (y) Public Company Costs;

(F) to finance any Investment permitted under Section 6.06 (provided that (x) any Restricted Payment under this clause (a)(i)(F) shall be made substantially concurrently with the closing of such Investment and (y) the relevant Parent Company shall, promptly following the closing thereof, cause (I) all property acquired to be contributed to the Borrower or one or more of its Restricted Subsidiaries, or (II) the merger, consolidation or amalgamation of the Person formed or acquired into the Borrower or one or more of its Restricted Subsidiaries, in order to consummate such Investment in compliance with the applicable requirements of Section 6.06 as if undertaken as a direct Investment by the Borrower or the relevant Restricted Subsidiary); and

(G) to pay customary salary, bonus, severance and other benefits payable to current or former directors, officers, members of management, managers, employees or consultants of any Parent Company (or any Immediate Family Member of any of the foregoing) to the extent such salary, bonuses and other benefits are attributable and reasonably allocated to the operations of the Borrower and/or its subsidiaries, in each case, so long as such Parent Company applies the amount of any such Restricted Payment for such purpose;

(ii) the Borrower may pay (or make Restricted Payments to allow any Parent Company to pay) for the repurchase, redemption, retirement or other acquisition or retirement for value of Capital Stock of any Parent Company or any subsidiary held by any future, present or former employee, director, member of management, officer, manager or consultant (or any Affiliate or Immediate Family Member thereof) of any Parent Company, the Borrower or any subsidiary:

(A) in accordance with the terms of promissory notes issued pursuant to Section 6.01(o), so long as the aggregate amount of all Cash payments made in respect of such promissory notes, together with the aggregate amount of Restricted Payments made pursuant to sub-clause (D) of this clause (ii) below, does not exceed $20,000,000 in any Fiscal Year (or $30,000,000 in any Fiscal Year following a Qualifying IPO), which, if not used in any Fiscal Year, may be carried forward to subsequent Fiscal Years;

(B) with the proceeds of any sale or issuance of the Capital Stock of the Borrower or any Parent Company (to the extent such proceeds are contributed in respect of Qualified Capital Stock to the Borrower or any Restricted Subsidiary) other than any amounts constituting a Cure Amount or any amount that has been added to the Available Excluded Contribution Amount or the Available Amount;

(C) with the net proceeds of any key-man life insurance policies; or

(D) with Cash and Cash Equivalents in an amount not to exceed, together with the aggregate amount of all cash payments made pursuant to sub-clause (A) of this clause (ii) in respect of promissory notes issued pursuant to Section 6.01(o), $20,000,000 in any Fiscal Year (or $30,000,000 in any Fiscal Year following a Qualifying IPO), which, if not used in any Fiscal Year, may be carried forward to subsequent Fiscal Years;

(iii) the Borrower may make additional Restricted Payments in an amount not to exceed (A) so long as the Fixed Charge Coverage Ratio, calculated on a Pro Forma Basis, would not be less than 2.00:1.00, the portion, if any, of the Available Amount on such date that the Borrower elects to apply to this clause (iii)(A) *plus* (B) the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (iii)(B);

(iv) the Borrower may make Restricted Payments (i) to any Parent Company to enable such Parent Company to make Cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of such Parent Company and (ii) consisting of (A) payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers or consultants of the Borrower, any Restricted Subsidiary or any Parent Company or any of their respective Immediate Family Members and/or (B) repurchases of Capital Stock in consideration of the payments described in sub-clause (A) above, including demand repurchases in connection with the exercise of stock options;

(v) the Borrower may repurchase (or make Restricted Payments to any Parent Company to enable it to repurchase) Capital Stock upon the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represents all or a portion of the exercise price of such warrants, options or other securities convertible into or exchangeable for Capital Stock as part of a "cashless" exercise;

(vi) (A) for any taxable year (or portion thereof) that Borrower is a partnership or disregarded entity for U.S. federal income Tax purposes and no Parent Company is treated as a corporation for U.S. federal income tax purposes, the Borrower may make Restricted Payments to fund the income tax liabilities of the direct or indirect equity owners of Borrower, in an assumed amount equal to the product of (x) the highest combined marginal federal and applicable state and/or local statutory Tax rate applicable to a direct or indirect taxpayer equity owner of Borrower, and (y) the U.S. federal taxable income of the Borrower for such year (or portion thereof), provided that (i) such calculation shall take into account the character of income or gain, preferential tax rates and the deductibility of state and local income taxes for US federal income tax purposes; (ii) such taxable income shall be reduced by any losses previously allocated to the equity owners to the extent such loss has not previously been used to offset taxable income of Borrower; (iii) such distributions shall be reduced by any amounts withheld by the Borrower or its Subsidiaries (or otherwise paid directly to any Governmental Authority) with respect to any taxable income or gain of Borrower and any tax credits Borrower allocated to its equity owners); or (B) for any taxable period (or portion thereof) that a Parent Company is treated as a corporation for U.S. federal income tax purposes and for which Borrower and any of its subsidiaries are members (or are pass-through entities of such members) of a consolidated, combined or similar income Tax group for U.S. federal, state or local income Tax purposes for which such Parent Company is the common parent, the Borrower may make Restricted Payments to such Parent Company to pay the portion of any U.S. federal, state or local income Taxes (as applicable) of such Parent Company for such taxable period that are attributable to the income of the Borrower and/or its applicable subsidiaries; provided that the aggregate amount of any such distributions with respect to federal, state or local Taxes, as applicable, shall not exceed the aggregate amount of such Taxes the Borrower and its subsidiaries that are part of such group would be required to pay in respect of such U.S. federal, state or local Taxes on a stand-alone basis for such taxable period; provided, further, that the amount of such distributions with respect to any Unrestricted Subsidiary for any taxable period shall be limited to the amount actually paid by such Unrestricted Subsidiary for such purpose.

(vii) the Borrower may make Restricted Payments, the proceeds of which are applied (i) on the Closing Date, solely to effect the consummation of the Transactions and (ii) on and after the Closing Date, to satisfy any payment obligations owing under the Reorganization Agreement;

(viii) so long as no Event of Default exists, following the consummation of the first Qualifying IPO, the Borrower may (or may make Restricted Payments to any Parent Company to enable it to) make Restricted Payments with respect to any Capital Stock in an amount not to exceed the greater of (i) 6% per annum of the net Cash proceeds received by or contributed to the Borrower from any Qualifying IPO or (b) 5% per annum of the aggregate market capitalization of the applicable Parent Company;

(ix) the Borrower may make Restricted Payments to (i) redeem, repurchase, retire or otherwise acquire any (A) Capital Stock ("**Treasury Capital Stock**") of the Borrower and/or any Restricted Subsidiary or (B) Capital Stock of any Parent Company, in the case of each of subclauses (A) and (B), in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Borrower and/or any Restricted Subsidiary) of, Qualified Capital Stock of the Borrower or any Parent Company to the extent any such proceeds are contributed to the capital of the Borrower and/or any Restricted Subsidiary in respect of Qualified Capital Stock ("**Refunding Capital Stock**") and (ii) declare and pay dividends on any Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than to the Borrower or a Restricted Subsidiary) of any Refunding Capital Stock;

(x) to the extent constituting a Restricted Payment, the Borrower may consummate any transaction permitted by Section 6.06 (other than Sections 6.06(j) and (t)), Section 6.07 (other than Section 6.07(g)) and Section 6.09 (other than Section 6.09(d));

(xi) the Borrower may make additional Restricted Payments in an aggregate amount not to exceed the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period *minus* (A) the amount of Restricted Debt Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(b)(iv)(B), *minus* (B) the outstanding amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.06(q)(ii);

(xii) the Borrower may pay any dividend or consummate any redemption within 60 days after the date of the declaration thereof or the provision of a redemption notice with respect thereto, as the case may be, if at the date of such declaration or notice, the dividend or redemption notice would have complied with the provisions hereof; and

(xiii) the Borrower may make additional Restricted Payments so long as (i) no Event of Default exists or would result therefrom and (ii) the Total Leverage Ratio, calculated on a Pro Forma Basis, would not exceed 4.50:1.00;

(b) The Borrower shall not, nor shall they permit any Restricted Subsidiary to, make any payment (whether in Cash, securities or other property) on or in respect of principal of or interest on (y) any Junior Lien Indebtedness or (z) any Junior Indebtedness (such Indebtedness under clauses (y) and (z), the "**Restricted Debt**"), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Restricted Debt prior to its scheduled maturity (collectively, "**Restricted Debt Payments**"), except:

(i) any purchase, defeasance, redemption, repurchase, repayment or other acquisition or retirement of any Restricted Debt made by exchange for, or out of the proceeds of, Refinancing Indebtedness permitted by Section 6.01;

(ii) payments as part of an "applicable high yield discount obligation"catch-up payment;

(iii) payments of regularly scheduled interest as and when due in respect of any Restricted Debt, except for any payments with respect to any Subordinated Indebtedness that are prohibited by the subordination provisions thereof;

(iv) so long as, at the time of delivery of irrevocable notice with respect thereto, no Event of Default exists or would result therefrom, additional Restricted Debt Payments in an aggregate amount not to exceed:

(A) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, *minus* the amount of Investments made in reliance on Section 6.06(q)(iii); *plus*

(B) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, *minus* (1) the amount of Restricted Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(a)(x), *minus* (2) the outstanding amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.06(q)(ii);

(v) (A) Restricted Debt Payments in exchange for, or with proceeds of any issuance of, Qualified Capital Stock of the Borrower and/or any Restricted Subsidiary and/or any capital contribution in respect of Qualified Capital Stock of the Borrower or any Restricted Subsidiary, in each case, other than any amounts constituting a Cure Amount or any amount that has been added to the Available Excluded Contribution Amount or the Available Amount, (B) Restricted Debt Payments as a result of the conversion of all or any portion of any Restricted Debt into Qualified Capital Stock of the Borrower and/or any Restricted Subsidiary and (C) to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Restricted Debt that is permitted under Section 6.01;

(vi) Restricted Debt Payments in an aggregate amount not to exceed (A) the portion, if any, of the Available Amount on such date that the Borrower elects to apply to this clause (vi)(A) *plus* (B) the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (vi)(B);

(vii) additional Restricted Debt Payments; provided that the Total Leverage Ratio, calculated on a Pro Forma Basis, would not exceed 4.75:1.00; and

(viii) Restricted Debt Payments with respect to any Indebtedness incurred in connection with any NMTC Transaction.

Section 6.05 Restrictions on Subsidiary Distributions. Except as provided herein or in any other Loan Document, the ABL Facility Documentation, the Senior Note Documents, any document with respect to any Incremental Equivalent Debt and/or in agreements with respect to refinancings, renewals or replacements of such Indebtedness that are permitted by Section 6.01, the Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into or cause to exist any agreement restricting the ability of (i) any subsidiary of the Borrower to pay dividends or other distributions to the Borrower or any Loan Party or (ii) any Restricted Subsidiary to make cash loans or advances to the Borrower or any Loan Party, except:

(a) in any agreement evidencing (i) Indebtedness of a Restricted Subsidiary that is not a Loan Party permitted by Section 6.01, (ii) Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien if the relevant restriction applies only to the Person obligated under such Indebtedness and its Restricted Subsidiaries or the property or assets intended to secure such Indebtedness and (iii) Indebtedness permitted pursuant to clauses (c), (m), (n), (p) (as it relates to Indebtedness in respect of clauses (a), (c), (m), (n), (q), (r), (u), (w), (x), (y) and/or (z) of Section 6.01), (q), (r), (u), (w), (x), (y) and/or (z) of Section 6.01;

(b) by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses, joint venture agreements and similar agreements entered into in the ordinary course of business;

(c) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement;

(d) assumed in connection with any acquisition of property or the Capital Stock of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its subsidiaries (including the Capital Stock of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(e) in any agreement for any Disposition of any Restricted Subsidiary (or all or substantially all of the property and/or assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Restricted Subsidiary pending such Disposition;

(f) in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a *pro rata* basis;

(g) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements;

(h) on Cash, other deposits or net worth or similar restrictions imposed by any Person under any contract entered into in the ordinary course of business or for whose benefit such Cash, other deposits or net worth or similar restrictions exist;

(i) set forth in documents which exist on the Closing Date and not created in contemplation thereof;

(j) those arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred after the Closing Date if the relevant restrictions, taken as a whole, are not materially less favorable to the Lenders than the restrictions contained in this Agreement, taken as a whole (as determined in good faith by the Borrower);

(k) those arising under or as a result of applicable law, rule, regulation or order or the terms of any license, authorization, concession or permit;

(l) those arising in any Hedge Agreement and/or any agreement relating to any Banking Service Obligation;

(m) in any agreement with respect to any NMTC Transaction; and/or

(n) those imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (a) through (m) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such restrictions, taken as a whole, than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.06 Investments. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, make or own any Investment in any other Person except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b) (i) Investments existing on the Closing Date in any subsidiary, (ii) Investments made after the Closing Date among the Borrower and/or one or more Restricted Subsidiaries that are Loan Parties, (iii) Investments made after the Closing Date by any Loan Party in any Restricted Subsidiary that is not a Loan Party in an aggregate outstanding amount not to exceed the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period (iv) Investments made by any Loan Party and/or any Restricted Subsidiary that is not a Loan Party in the form of any contribution or Disposition of the Capital Stock of any Person that is not a Loan Party; provided that, prior to such contribution or Disposition or series of transactions resulting in such contribution or Disposition, such Capital Stock was not owned directly by a Loan Party and (v) Investments made by any Restricted Subsidiary that is not a Loan Party in any Loan Party;

(c) Investments (i) constituting deposits, prepayments and/or other credits to suppliers and/or (ii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (ii), to the extent necessary to maintain the ordinary course of supplies to the Borrower or any Restricted Subsidiary;

(d) Investments in Unrestricted Subsidiaries; provided that immediately after giving effect to any such Investment, the amount invested in the applicable Unrestricted Subsidiary pursuant to this clause (d), when aggregated with the amounts then invested in all other Unrestricted Subsidiaries pursuant to this clause (d), shall not exceed at any time outstanding the greater of $40,000,000 and 1.0% of Consolidated Total Assets as of the last day of the most recent Test Period;

(e) (i) Permitted Acquisitions and (ii) Investments in Restricted Subsidiaries that are not Loan Parties in amounts required to permit such Restricted Subsidiaries to consummate Permitted Acquisitions; provided that the aggregate amount of Investments made pursuant to this clause (ii) shall not exceed (x) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recent Test Period *minus* (y) the aggregate total consideration paid pursuant to clause (b)(ii)(A) of the definition of "Permitted Acquisition";

(f) Investments (i) existing on, or contractually committed to or contemplated as of, the Closing Date and described on Schedule 6.06 and (ii) any modification, replacement, renewal or extension of any Investment described in clause (i) above so long as no such modification, renewal or extension thereof increases the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 6.06);

(g) Investments received in lieu of Cash in connection with any Disposition permitted by Section 6.07;

(h) loans or advances to present or former employees, directors, members of management, officers, managers or consultants or independent contractors (or their respective Immediate Family Members) of any Parent Company, the Borrower and its subsidiaries to the extent permitted by Requirements of Law, in connection with such Person's purchase of Capital Stock of any Parent Company, either (i) in an aggregate principal amount not to exceed $10,000,000 at any one time outstanding or (ii) so long as the proceeds of such loan or advance are substantially contemporaneously contributed to the Borrower for the purchase of such Capital Stock;

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of Indebtedness permitted under Section 6.01 (other than Indebtedness permitted under Sections 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.04 (other than Section 6.04(a)(ix)), Restricted Debt Payments permitted by Section 6.04 and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or Dispositions permitted by Section 6.07 (other than Section 6.07(a) (if made in reliance on subclause (ii)(y) of the proviso thereto), Section 6.07(b) (if made in reliance on clause (ii) therein), Section 6.07(c)(ii) (if made in reliance on clause (B) therein) and Section 6.07(g));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors arising in the ordinary course of business, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(m) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers or consultants of any Parent Company (to the extent such payments or other compensation relate to services provided to such Parent Company (but excluding, for the avoidance of doubt, the portion of any such amount, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than the Borrower and/or its subsidiaries)), the Borrower and/or any subsidiary in the ordinary course of business;

(n) Investments to the extent that payment therefor is made solely with Capital Stock of any Parent Company or Capital Stock (other than Disqualified Capital Stock) of the Borrower or any Restricted Subsidiary, in each case, to the extent not resulting in a Change of Control;

(o) (i) Investments of any Restricted Subsidiary acquired after the Closing Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, the Borrower or any Restricted Subsidiary after the Closing Date, in each case as part of an Investment otherwise permitted by this Section 6.06 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (ii) any modification, replacement, renewal or extension of any Investment permitted under clause (i) of this Section 6.06(o) so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by this Section 6.06;

(p) Investments made in connection with the Transactions;

(q) Investments made after the Closing Date by the Borrower and/or any of its Restricted Subsidiaries in an aggregate amount not to exceed:

(i) at any time outstanding, the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period *plus*

(ii) at any time outstanding, the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, *minus* (A) the amount of Restricted Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(a)(x), *minus* (B) the amount of Restricted Debt Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(b)(iv)(B), *plus*

(iii) at any time outstanding, the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, *minus* the amount of Restricted Debt Payments made in reliance on Section 6.04(b)(iv)(A), *plus*

(iv) in the event that (A) the Borrower or any of its Restricted Subsidiaries makes any Investment after the Closing Date in any Person that is not a Restricted Subsidiary and (B) such Person subsequently becomes a Restricted Subsidiary, an amount equal to 100.0% of the fair market value of such Investment as of the date on which such Person becomes a Restricted Subsidiary;

(r) Investments made after the Closing Date by the Borrower and/or any of its Restricted Subsidiaries in an aggregate outstanding amount not to exceed (i) the portion, if any, of the Available Amount on such date that the Borrower elects to apply to this clause (r)(i) *plus* (ii) the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (r)(ii);

(s) (i) Guarantees of leases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Borrower and/or its Restricted Subsidiaries, in each case, in the ordinary course of business;

(t) Investments in any Parent Company in amounts and for purposes for which Restricted Payments to such Parent Company are permitted under Section 6.04(a); provided that any Investment made as provided above in lieu of any such Restricted Payment shall reduce availability under the applicable Restricted Payment basket under Section 6.04(a);

(u) Investments made by any Restricted Subsidiary that is not a Loan Party with the proceeds received by such Restricted Subsidiary from an Investment made by any Loan Party in such Restricted Subsidiary pursuant to this Section 6.06 (other than Investments made pursuant to clause (ii) of Section 6.06(e) or Section 6.06(x));

(v) Investments in subsidiaries and joint ventures in connection with reorganizations and related activities related to tax planning; provided that, after giving effect to any such reorganization and/or related activity, the security interest of the Administrative Agent in the Collateral, taken as a whole, is not materially impaired;

(w) Investments under any Derivative Transaction of the type permitted under Section 6.01(s);

(x) Investments made in connection with the creation, formation and/or acquisition of any joint venture, or in any Restricted Subsidiary to enable such Restricted Subsidiary to create, form and/or acquire any joint venture, in an aggregate outstanding amount not to exceed the greater of $80,000,000 and 2.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b), as applicable;

(y) Investments made in joint venture as required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements in effect on the Closing Date (other than any modification, replacement, renewal or extension of such Investments so long as no such modification, renewal or extension thereof increased the amount of any such Investment except by the terms thereof or as otherwise permitted by this Section 6.06);

(z) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law;

(aa) Investments in the Borrower, any subsidiary and/or any joint venture in connection with intercompany cash management arrangements and related activities in the ordinary course of business;

(bb) additional Investments so long as, after giving effect thereto on a Pro Forma Basis, the Total Leverage Ratio does not exceed 4.75:1.00;

(cc) Investments consisting of the licensing or contribution of IP Rights pursuant to joint marketing arrangements with other Persons; and

(dd) Investments made in connection with any NMTC Transaction.

Section 6.07 Fundamental Changes; Disposition of Assets. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution), or make any Disposition having a fair market value in excess of $20,000,000, in a single transaction or in a series of related transactions, except:

(a) any Restricted Subsidiary may be merged, consolidated or amalgamated with or into the Borrower or any other Restricted Subsidiary; provided that (i) in the case of any such merger, consolidation or amalgamation with or into the Borrower, (A) the Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not the Borrower (any such Person, the "**Successor Borrower**"), (x) the Successor Borrower shall be an entity organized or existing under the law of the U.S., any state thereof or the District of Columbia, (y) the Successor Borrower shall expressly assume the Obligations of the Borrower in a manner reasonably satisfactory to the Administrative Agent and (z) except as the Administrative Agent may otherwise agree, each Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guaranty and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement and the other Loan Documents, and (ii) in the case of any such merger, consolidation or amalgamation with or into any Subsidiary Guarantor, either (x) such Subsidiary Guarantor shall be the continuing or surviving Person or the continuing or Surviving Person shall expressly assume the guarantee obligations of the Subsidiary Guarantor in a manner reasonably satisfactory to the Administrative Agent or (y) the relevant transaction shall be treated as an Investment and shall comply with Section 6.06;

(b) Dispositions (including of Capital Stock) among the Borrower and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition by any Loan Party to any Person that is not a Loan Party shall be (i) for fair market value (as reasonably determined by such Person) with at least 75% of the consideration for such Disposition consisting of Cash or Cash Equivalents at the time of such Disposition or (ii) treated as an Investment and otherwise made in compliance with Section 6.06 (other than in reliance on clause (j) thereof);

(c) (i) the liquidation or dissolution of any Restricted Subsidiary if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower, is not materially disadvantageous to the Lenders and the Borrower or any Restricted Subsidiary receives any assets of the relevant dissolved or liquidated Restricted Subsidiary; provided that in the case of any liquidation or dissolution of any Loan Party that results in a distribution of assets to any Restricted Subsidiary that is not a Loan Party, such distribution shall be treated as an Investment and shall comply with Section 6.06 (other than in reliance on clause (j) thereof); (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted under this Section 6.07 (other than clause (a), clause (b) or this clause (c)) or (B) any Investment permitted under Section 6.06; and (iii) the Borrower or any Restricted Subsidiary may be converted into another form of entity, in each case, so long as such conversion does not adversely affect the value of the Loan Guaranty or Collateral, if any;

(d) (x) Dispositions of inventory or equipment in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business;

(e) Dispositions of surplus, obsolete, used or worn out property or other property that, in the reasonable judgment of the Borrower, is (A) no longer useful in its business (or in the business of any Restricted Subsidiary of the Borrower) or (B) otherwise economically impracticable to maintain;

(f) Dispositions of Cash Equivalents or other assets that were Cash Equivalents when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that constitute Investments permitted pursuant to Section 6.06 (other than Section 6.06(j)), Permitted Liens, Restricted Payments permitted by Section 6.04(a) (other than Section 6.04(a)(ix)) and Sale and Lease-back Transactions permitted by Section 6.08;

(h) Dispositions for fair market value; provided that with respect to any such Disposition with a purchase price in excess of the greater of $25,000,000 and 1.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, as applicable, at least 75% of the consideration for such Disposition shall consist of Cash or Cash Equivalents (provided that for purposes of the 75% Cash consideration requirement, (w) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to the Borrower or any Restricted Subsidiary) of the Borrower or any Restricted Subsidiary (as shown on such Person's most recent balance sheet or statement of financial position (or in the notes thereto) that are assumed by the transferee of any such assets and for which the Borrower and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing, (x) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (y) any Securities received by the Borrower or any Restricted Subsidiary from such

transferee that are converted by such Person into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (z) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (z) and Section 6.08 that is at that time outstanding, not in excess of the greater of $50,000,000 and 1.5% of Consolidated Total Assets as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash); provided, further, that (x) immediately prior to and after giving effect to such Disposition, as determined on the date on which the agreement governing such Disposition is executed, no Event of Default shall exist and (y) the Net Proceeds of such Disposition shall be applied and/or reinvested as (and to the extent) required by Section 2.11(b)(ii);

(i) to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant Disposition are promptly applied to the purchase price of such replacement property;

(j) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(k) Dispositions of accounts receivable in the ordinary course of business (including any discount and/or forgiveness thereof and any factoring or similar arrangement) or in connection with the collection or compromise thereof;

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), which (i) do not materially interfere with the business of the Borrower and its Restricted Subsidiaries or (ii) relate to closed facilities or the discontinuation of any product line;

(m) (i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(n) Dispositions of property subject to foreclosure, casualty, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding);

(o) Dispositions or consignments of equipment, inventory or other assets (including leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(p) Dispositions in connection with the Transactions;

(q) Dispositions of non-core assets acquired in connection with any acquisition permitted hereunder and sales of Real Estate Assets acquired in any acquisition permitted hereunder which, within 90 days of the date of such acquisition, are designated in writing to the Administrative Agent as being held for sale and not for the continued operation of the Borrower or any of its Restricted Subsidiaries or any of their respective businesses; provided that (i) the Net Proceeds received in connection with any such Disposition shall be applied and/or reinvested as (and to the extent required) by Section 2.11(b)(ii) and (ii) no Event of Default exists on the date on which the definitive agreement governing the relevant Disposition is executed;

(r) exchanges or swaps, including transactions covered by Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of property or assets so long as any such exchange or swap is made for fair value (as reasonably determined by the Borrower) for like property or assets; provided that (i) upon the consummation of any such exchange or swap by any Loan Party, to the extent the property received does not constitute an Excluded Asset, the Administrative Agent has a perfected Lien with the same priority as the Lien held on the Real Estate Assets so exchanged or swapped and (ii) any Net Proceeds received as "cash boot" in connection with any such transaction shall be applied and/or reinvested as (and to the extent required) by Section 2.11(b)(ii);

(s) [Reserved];

(t) (i) licensing and cross-licensing arrangements involving any technology, intellectual property or IP Rights of the Borrower or any Restricted Subsidiary in the ordinary course of business and (ii) Dispositions, abandonments, cancellations or lapses of IP Rights, or issuances or registrations, or applications for issuances or registrations, of IP Rights, which, in the reasonable good faith determination of the Borrower, are not material to the conduct of the business of the Borrower or its Restricted Subsidiaries, or are no longer economical to maintain in light of its use;

(u) terminations or unwinds of Derivative Transactions;

(v) Dispositions of Capital Stock of, or sales of Indebtedness or other Securities of, Unrestricted Subsidiaries;

(w) Dispositions of Real Estate Assets and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants of any Parent Company, the Borrower and/or any Restricted Subsidiary;

(x) Dispositions made to comply with any order of any agency of the U.S. Federal government, any state, authority or other regulatory body or any applicable Requirements of Law;

(y) any merger, consolidation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize any Domestic Subsidiary in another jurisdiction in the U.S.;

(z) Dispositions or conveyances that arise out of or relate to any (i) Specified Lease Transaction or (ii) NMTC Transaction;

(aa) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter; and

(bb) other Dispositions involving assets having a fair market value (as reasonably determined by the Borrower at the time of the relevant Disposition) in the aggregate since the Closing Date of not more than the greater of $40,000,000 and 1.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period.

To the extent that any Collateral is Disposed of as expressly permitted by thisSection 6.07 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, which Liens shall be automatically released upon the consummation of such Disposition; it being understood and agreed that the Administrative Agent shall be authorized to take, and shall take, any actions deemed appropriate in order to effect the foregoing in accordance with Article 8.

Section 6.08 Sale and Lease-Back Transactions. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which the Borrower or the relevant Restricted Subsidiary (a) has sold or transferred or is to sell or to transfer to any other Person (other than the Borrower or any of its Restricted Subsidiaries) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by the Borrower or such Restricted Subsidiary to any Person (other than the Borrower or any of its Restricted Subsidiaries) in connection with such lease (such a transaction described herein, a "**Sale and Lease-Back Transaction**"); provided that any Sale and Lease-Back Transaction shall be permitted so long as (i) the Net Proceeds of such Disposition are applied and/or reinvested as (and to the extent) required by Section 2.11(b)(ii) and (ii) (x) such Sale and Lease-Back Transaction (A) is permitted by Section 6.01(m), (B) is set forth on Schedule 6.08 hereto or (C) (1) at least 75% of the consideration for such Sale and Lease-Back Transaction shall consist of Cash or Cash Equivalents, provided that for purposes of the 75% Cash consideration requirement, any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 6.08 and Section 7.07(h) that is at that time outstanding, not in excess of the greater of $50,000,000 and 1.5% of Consolidated Total Assets as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash), (2) the Borrower or its applicable Restricted Subsidiary would otherwise be permitted to enter into, and remain liable under, the applicable underlying lease and (3) the aggregate fair market value of the assets sold subject to all Sale and Lease-Back Transactions under this clause (B) shall not exceed the greater of $100,000,000 and 2.5% of Consolidated Total Assets as of the last day of the more recently ended Test Period or (y) it relates to a Specified Lease Transaction.

Section 6.09 Transactions with Affiliates. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payment in excess of $10,000,000 with any of their respective Affiliates on terms that are less favorable to the Borrower or such Restricted Subsidiary, as the case may be (as reasonably determined by the Borrower), than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) any transaction between or among the Borrower and/or one or more Restricted Subsidiaries (or any entity that becomes a Restricted Subsidiary as a result of such transaction) to the extent permitted or not restricted by this Agreement;

(b) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of employment arrangements, stock options and stock ownership plans approved by the board of directors (or equivalent governing body) of any Parent Company or of the Borrower or any Restricted Subsidiary;

(c) (i) any collective bargaining, employment or severance agreement or compensatory (including profit sharing) arrangement entered into by the Borrower or any of its Restricted Subsidiaries with their respective current or former officers, directors, members of management, managers, employees, consultants or independent contractors or those of any Parent Company, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, managers, employees, consultants or independent contractors and (iii) transactions pursuant to any employee compensation, benefit plan, stock option plan or arrangement, any health, disability or similar insurance plan which covers current or former officers, directors, members of management, managers, employees, consultants or independent contractors or any employment contract or arrangement;

(d) (i) transactions permitted by Sections 6.01(d), (o), (bb) and (ee), 6.04 and 6.06(h), (m), (o), (t), (v), (x), (y), (z) and (aa) and (ii) issuances of Capital Stock and Indebtedness not restricted by this Agreement;

(e) transactions in existence on the Closing Date and any amendment, modification or extension thereof to the extent such amendment, modification or extension, taken as a whole, is not (i) materially adverse to the Lenders or (ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Closing Date;

(f) (i) so long as no Event of Default under Section 7.01(a), 7.01(f) or 7.01(g) then exists or would result therefrom, the payment of management, monitoring, consulting, advisory and similar fees to any Investor in the amount permitted by the Management Agreement (as in effect on the Closing Date) and (ii) the payment of all indemnification obligations and expenses owed to any Investor and any of their respective directors, officers, members of management, managers, employees and consultants, in each case of clauses (i) and (ii) whether currently due or paid in respect of accruals from prior periods;

(g) the Transactions, including the payment of Transaction Costs and payments required under the Reorganization Agreement;

(h) customary compensation to Affiliates in connection with financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the members of the board of directors (or similar governing body) or a majority of the disinterested members of the board of directors (or similar governing body) of the Borrower in good faith;

(i) Guarantees permitted by Section 6.01 or Section 6.06;

(j) loans and other transactions among the Loan Parties to the extent permitted under this Article 6;

(k) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors (or similar governing body), officers, employees, members of management, managers, consultants and independent contractors of the Borrower and/or any of its Restricted Subsidiaries in the ordinary course of business and, in the case of payments to such Person in such capacity on behalf of any Parent Company, to the extent attributable to the operations of the Borrower or its Restricted Subsidiaries;

(l) transactions with customers, clients, suppliers, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (i) fair to the Borrower and/or its applicable Restricted Subsidiary in the good faith determination of the board of directors (or similar governing body) of the Borrower or the senior management thereof or (ii) on terms at least as favorable as might reasonably be obtained from a Person other than an Affiliate;

(m) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(n) (i) any purchase by Holdings of the Capital Stock of (or contribution to the equity capital of) the Borrower and (ii) any intercompany loans made by Holdings to the Borrower or any Restricted Subsidiary; and

(o) any transaction in respect of which the Borrower delivers to the Administrative Agent a letter addressed to the board of directors (or equivalent governing body) of the Borrower from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is on terms that are no less favorable to the Borrower or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate.

Section 6.10 Conduct of Business. From and after the Closing Date, the Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, engage in any material line of business other than (a) the businesses engaged in by the Borrower or any Restricted Subsidiary on the Closing Date and similar, complementary, ancillary or related businesses and (b) such other lines of business to which the Administrative Agent may consent.

Section 6.11 Amendments or Waivers of Organizational Documents. The Borrower shall not, nor shall it permit any Subsidiary Guarantor to, amend or modify their respective Organizational Documents, in each case in a manner that is materially adverse to the Lenders (in their capacities as such) without obtaining the prior written consent of the Administrative Agent; provided that, for purposes of clarity, it is understood and agreed that the Borrower and/or any Subsidiary Guarantor may effect a change to its organizational form and/or consummate any other transaction that is permitted under Section 6.07.

Section 6.12 Amendments of or Waivers with Respect to Restricted Debt. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, amend or otherwise modify the terms of any Restricted Debt (or the documentation governing the foregoing) if the effect of such amendment or modification, together with all other amendments or modifications made, is materially adverse to the interests of the Lenders (in their capacities as such); provided that, for purposes of clarity, it is understood and agreed that the foregoing limitation shall not otherwise prohibit any Refinancing Indebtedness or any other replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding of any Restricted Debt, in each case, that is permitted under this Agreement in respect thereof.

Section 6.13 Fiscal Year. The Borrower shall not change its Fiscal Year-end to a date other than December 31; provided, that, the Borrower may, upon written notice to the Administrative Agent, change the Fiscal Year-end of the Borrower to another date, in which case the Borrower and the Administrative Agent will, and are hereby authorized to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

Section 6.14 Permitted Activities of Holdings. Holdings shall not:

(a) incur any Indebtedness for borrowed money other than (i) Indebtedness under the Loan Documents, any ABL Facility and the Senior Notes or otherwise in connection with the Transactions, (ii) Indebtedness of the type permitted under Section 6.01(o) and (iii) Guarantees of (x) Indebtedness or other obligations of the Borrower and/or any Restricted Subsidiary that are otherwise permitted hereunder and (y) Indebtedness or other obligations under any ABL Facility and the Senior Notes;

(b) create or suffer to exist any Lien on any property or asset now owned or hereafter acquired by it other than (i) the Liens created under the Collateral Documents to which it is a party, (ii) any other Lien created in connection with the Transactions, (iii) Permitted Liens on the Collateral that are secured on a *pari passu* or junior basis with the Secured Obligations, so long as such Permitted Liens secure Guarantees permitted under clause (a)(iii) above and the underlying Indebtedness subject to such Guarantee is permitted to be secured on the same basis pursuant to Section 6.02 and (iv) Liens of the type permitted under Section 6.02 (other than in respect of debt for borrowed money);

(c) engage in any business activity or own any material assets other than (i) holding the Capital Stock of the Borrower, as applicable, and, indirectly, any other subsidiary of the Borrower, (ii) performing its obligations under the Loan Documents, any ABL Facility, the Senior Notes, any ABL Facility and other Indebtedness, Liens (including the granting of Liens) and Guarantees permitted hereunder and any permitted refinancing thereof; (iii) issuing its own Capital Stock (including, for the avoidance of doubt, the making of any dividend or distribution on account of, or any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of, any shares of any class of Capital Stock); (iv) filing Tax reports and paying Taxes and other customary obligations in the ordinary course (and contesting any Taxes); (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing organizational records and other organizational activities required to maintain its separate organizational structure or to comply with applicable Requirements of Law; (vii) effecting any initial public offering of its Capital Stock; (viii) holding (A) Cash, Cash Equivalents and other assets received in connection with permitted distributions or dividends received from, or permitted Investments or permitted Dispositions made by, any of its subsidiaries or permitted contributions to the capital of, or proceeds from the issuance of Capital Stock of, Holdings pending the application thereof and (B) the proceeds of Indebtedness permitted by Section 6.01; (x) providing indemnification for its officers, directors, members of management, employees and advisors or consultants; (xi) participating in tax, accounting and other administrative matters; (xii) making payments of the type permitted under Section 6.09(f) and the performance of its obligations under any document, agreement and/or Investment contemplated by the Transactions or otherwise not prohibited under this Agreement; (xiii) complying with applicable Requirements of Law (including with respect to the maintenance of its existence); (xiv) making and holding intercompany loans to the Borrower and/or the Restricted Subsidiaries of the Borrower, as applicable; (xv) making and holding Investments of the type permitted under Section 6.06(h); and (xvi) activities incidental to any of the foregoing; or

(d) consolidate or amalgamate with, or merge with or into, or convey, sell or otherwise transfer all or substantially all of its assets to, any Personprovided that, so long as no Default or Event of Default exists or would result therefrom, (A) Holdings may consolidate or amalgamate with, or merge with or into, any other Person (other than the Borrower and any of its subsidiaries) so long as (i) Holdings is the continuing or surviving Person or (ii) if the Person formed by or surviving any such consolidation, amalgamation or merger is not Holdings, (x) the successor Person expressly assumes all obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent and (y) the Borrower delivers a certificate of a Responsible Officer with respect to the satisfaction of the conditions set forth in clause (x) of this clause (A) and (B) Holdings may convey, sell or otherwise transfer all or substantially all of its assets to any other Person (other than the Borrower and any of its subsidiaries) so long as (x) no Change of Control results therefrom, (y) the Person acquiring such assets expressly assumes all of the obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent and (z) the Borrower delivers a certificate of a Responsible Officer with respect to the satisfaction of the conditions under clause (x) set forth in this clause (B); provided, further, that if the conditions set forth in the preceding proviso are satisfied, the successor to Holdings will succeed to, and be substituted for, Holdings under this Agreement and all references herein and in the other Loan Documents to Holdings shall be deemed a reference to such successor.

ARTICLE 7

EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (each, an "**Event of Default**") shall occur:

(a) Failure To Make Payments When Due. Failure by the Borrower to pay (i) any installment of principal of any Loan when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Loan or any fee or any other amount due hereunder within five Business Days after the date due; or

(b) Default in Other Agreements. (i) Failure by any Loan Party or any of its Restricted Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than Indebtedness referred to in clause (a) above) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the grace period, if any, provided therefor; or (ii) breach or default by any Loan Party or any of its Restricted Subsidiaries with respect to any other term of (A) one or more items of Indebtedness with an aggregate outstanding principal amount exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness (other than, for the avoidance of doubt, with respect to Indebtedness consisting of Hedging Obligations, termination events or equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by any Loan Party or any Restricted Subsidiary), in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; provided that clause (ii) of this paragraph (b) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder; provided, further, that any failure described under clause (i) or (ii) above is unremedied and is not waived by the holders of such Indebtedness prior to any termination of the Commitments or acceleration of the Loans pursuant to Article 7; provided, further, that with respect to any such failure referred to in clause (ii) of this paragraph (b) as it relates to obligations in respect of any financial covenant (after giving effect to any cure right) set forth in the ABL Credit Agreement or the documentation governing any ABL Facility, such failure shall only constitute a Default or an Event of Default if such failure results in the acceleration of the obligations and the termination of commitments thereunder;

(c) Breach of Certain Covenants. Failure of any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(e)(i), Section 5.02 (as it applies to the preservation of the existence of the Borrower), orArticle 6; or

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Loan Party in any Loan Document or in any certificate required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Perfection Certificate and any Perfection Certificate Supplement) being untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Default by any Loan Party in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other Section of this Article 7, which default has not been remedied or waived within 30 days after receipt by the Borrower of written notice thereof from the Administrative Agent; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry by a court of competent jurisdiction of a decree or order for relief in respect of Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in an involuntary case under any Debtor Relief Law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal, state or local law; or (ii) the commencement of an involuntary case against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) under any Debtor Relief Law; the entry by a court having jurisdiction in the premises of a decree or order for the appointment of a receiver, receiver and manager, (preliminary) insolvency receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary), or over all or a substantial part of its property; or the involuntary appointment of an interim receiver, trustee or other custodian of Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) for all or a substantial part of its property, which remains undismissed, unvacated, unbounded or unstayed pending appeal for 60 consecutive days; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of an order for relief, the commencement by Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a voluntary case under any Debtor Relief Law, or the consent by Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case, under any Debtor Relief Law, or the consent by the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the appointment of or taking possession by a receiver, receiver and manager, trustee or other custodian for all or a substantial part of its property; (ii) the making by Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a general assignment for the benefit of creditors; or (iii) the admission by Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in writing of their inability to pay their respective debts as such debts become due; or

(h) Judgments and Attachments. The entry or filing of one or more final money judgments, writs or warrants of attachment or similar process against Holdings, the Borrower or any of its Restricted Subsidiaries or any of their respective assets involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by self-insurance (if applicable) or by insurance as to which the relevant third party insurance company has been notified and not denied coverage), which judgment, writ, warrant or similar process remains unpaid, undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 days; or

(i) Employee Benefit Plans. The occurrence of one or more ERISA Events, which individually or in the aggregate result in liability of Holdings, the Borrower or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Change of Control. The occurrence of a Change of Control; or

(k) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof (i) any material Loan Guaranty for any reason ceasing to be in full force and effect (other than in accordance with its terms or as a result of the occurrence of the Termination Date) or being declared to be null and void or the repudiation in writing by any Loan Party

of its obligations thereunder (other than as a result of the discharge of such Loan Party in accordance with the terms thereof), (ii) this Agreement or any material Collateral Document ceasing to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof, the occurrence of the Termination Date or any other termination of such Collateral Document in accordance with the terms thereof) or being declared null and void or any Lien on Collateral created under any Collateral Document ceasing to be perfected with respect to a material portion of the Collateral (other than solely by reason of (x) the failure of the Administrative Agent to maintain possession of any Collateral actually delivered to it or the failure of the Administrative Agent to file UCC (or equivalent) continuation statements, (y) a release of Collateral in accordance with the terms hereof or thereof or (z) the occurrence of the Termination Date or any other termination of such Collateral Document in accordance with the terms thereof) or (iii) the contesting by any Loan Party of the validity or enforceability of any material provision of any Loan Document (or any Lien purported to be created by the Collateral Documents or Loan Guaranty) in writing or denial by any Loan Party in writing that it has any further liability (other than by reason of the occurrence of the Termination Date), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; or

(l) Subordination. The Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any permitted Subordinated Indebtedness in excess of the Threshold Amount or any such subordination provision being invalidated or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto;

then, and in every such event (other than an event with respect to the Borrower described in clause (f) or (g) of this Article)) and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take any of the following actions, at the same or different times: (i) terminate any Additional Commitments, and thereupon such Commitments and/or Additional Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided that upon the occurrence of an event with respect to the Borrower described in clause (f) or (g) of this Article, any such Commitments and/or Additional Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE 8

THE ADMINISTRATIVE AGENT

Each of the Lenders hereby irrevocably appoints Credit Suisse (or any successor appointed pursuant hereto) as Administrative Agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Any Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any subsidiary of any Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default exists, and the use of the term "agent" herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; it being understood that such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary power, except discretionary rights and powers that are expressly contemplated by the Loan Documents and which the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the relevant circumstances as provided in Section 9.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable laws, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Restricted Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable to the Lenders or any other Secured Party for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the relevant circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any covenant, agreement or other term or condition set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of any Lien on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vii) any property, book or record of any Loan Party or any Affiliate thereof.

If any Lender acquires knowledge of a Default or Event of Default, it shall promptly notify the Administrative Agent and the other Lenders thereof in writing. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Obligations under any Loan Document, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at any foreclosure sale, UCC sale, any sale under Section 363 of the Bankruptcy Code or other similar Dispositions of Collateral. Notwithstanding the foregoing, however, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Obligations held by such Lender, including the filing of a proof of claim in a case under the Bankruptcy Code.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Borrower, the Administrative Agent and each Secured Party agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan Guaranty; it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by, the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the other Loan Documents may be exercised solely by, the Administrative Agent, and (ii) in the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or in the event of any other Disposition (including pursuant to Section 363 of the Bankruptcy Code), (A) the Administrative Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such Disposition and (B) the Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such Disposition.

No holder of any Secured Hedging Obligation or Banking Services Obligation in its respective capacity as such shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under this Agreement.

Each of the Lenders hereby irrevocably authorizes (and by entering into a Hedge Agreement with respect to any Secured Hedging Obligation and/or by entering into documentation in connection with any Banking Services Obligation, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the instruction of the Required Lenders:

(a) consent to the Disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any Disposition pursuant to the applicable provisions of the Bankruptcy Code, including Section 363 thereof;

(b) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code, including under Section 363 thereof;

(c) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC;

(d) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any foreclosure or other Disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(e) estimate the amount of any contingent or unliquidated Secured Obligations of such Lender or other Secured Party;

it being understood that no Lender shall be required to fund any amount in connection with any purchase of all or any portion of the Collateral by the Administrative Agent pursuant to the foregoing clause (b), (c) or (d) without its prior written consent.

Each Secured Party agrees that the Administrative Agent is under no obligation to credit bid any part of the Secured Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase described under clause (b), (c) or (d) of the preceding paragraph, the Secured Obligations owed to all of the Secured Parties (other than with respect to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) may be, and shall be, credit bid by the Administrative Agent on a ratable basis.

With respect to each contingent or unliquidated claim that is a Secured Obligation, the Administrative Agent is hereby authorized, but is not required, to estimate the amount thereof for purposes of any credit bid or purchase described in the second preceding paragraph so long as the estimation of the amount or liquidation of such claim would not unduly delay the ability of the Administrative Agent to credit bid the Secured Obligations or purchase the Collateral in the relevant Disposition. In the event that the Administrative Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Administrative Agent to consummate any credit bid or purchase in accordance with the second preceding paragraph, then any contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

Each Secured Party whose Secured Obligations are credit bid under clause (b), (c) or (d) of the third preceding paragraph shall be entitled to receive interests in the Collateral or any other asset acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Secured Obligations of such Secured Party that were credit bid in such credit bid or other Disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid or other Disposition.

In addition, in case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that the Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans 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 and the Administrative Agent (including any claim for the reasonable

compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders and the Administrative Agent under Sections 2.12 and 9.03) allowed in such judicial proceeding; and

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

Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent consents to the making of such payments directly to 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 amount due to the Administrative Agent under Sections 2.12 and 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to 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 a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent has received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or moresub-agents appointed by it. The Administrative Agent and any such sub-agent may perform any and all of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

The Administrative Agent may resign or be removed at any time by delivery of ten days' prior written notice to the Lenders and the Borrower or the Administrative Agent, as applicable. If the Administrative Agent becomes subject to an insolvency proceeding, either the Required Lenders or the Borrower may, upon ten days' notice, remove the Administrative Agent. Upon receipt of any such notice of resignation or delivery of any such notice of removal, the Required Lenders shall have the right, with the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent which shall be a commercial bank or trust company with offices in the U.S. having combined capital and surplus in excess of $1,000,000,000; provided that during the existence and continuation of an Event of Default under Section 7.01(a) or, with respect to Holdings or the Borrower,

Section 7.01(f) or (g), no consent of the Borrower shall be required. If no successor shall have been appointed as provided above and accepted such appointment within ten days after the retiring Administrative Agent gives notice of its resignation or the Administrative Agent receives notice of removal, then (a) in the case of a retirement, the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above (including, for the avoidance of doubt, consent of the Borrower) or (b) in the case of a removal, the Borrower may, after consulting with the Required Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that (x) in the case of a retirement, if the Administrative Agent notifies the Borrower, the Lenders that no qualifying Person has accepted such appointment or (y) in the case of a removal, the Borrower notifies the Required Lenders that no qualifying Person has accepted such appointment, then, in each case, such resignation or removal shall nonetheless become effective in accordance with and on the 30th day following delivery of such notice and (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent in its capacity as collateral agent for the Secured Parties for perfection purposes, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations required to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly (and each Lender will cooperate with the Borrower to enable the Borrower to take such actions), until such time as the Required Lenders or the Borrower, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 8. Upon the acceptance of its appointment as Administrative Agent hereunder as a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder (other than its obligations under Section 9.13). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor Administrative Agent. After the Administrative Agent's resignation or removal hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring or removed Administrative Agent, itssub-agents and their respective Related Parties in respect of any action taken or omitted to be taken by any of them while the relevant Person was acting as Administrative Agent (including for this purpose holding any collateral security following the retirement or removal of the Administrative Agent). Notwithstanding anything to the contrary herein, no Disqualified Institution (nor any Affiliate thereof) may be appointed as a successor Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their respective 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 related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or any of its Related Parties.

Notwithstanding anything to the contrary herein, the Arrangers shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities as the Administrative Agent or a Lender hereunder, as applicable.

Each Secured Party irrevocably authorizes and instructs the Administrative Agent to, and the Administrative Agent shall,

(a) release any Lien on any property granted to or held by Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred as part of or in connection with any Disposition permitted under the Loan Documents to a Person that is not a Loan Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if the property subject to such Lien is owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guaranty otherwise in accordance with the Loan Documents, (v) as required under clause (d) below or (vi) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.02;

(b) subject to Section 9.22, release any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Person ceases to be a Restricted Subsidiary (or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder; provided that the release of any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if at the time such Guarantor becomes an Excluded Subsidiary of such type (1) no Event of Default exists, (2) after giving pro forma effect to such release and the consummation of the transaction that causes such Person to be an Excluded Subsidiary of such type, the Borrower is deemed to have made a new Investment in such Person for purposes of Section 6.06 (as if such Person were then newly acquired) in an amount equal to the portion of the fair market value of the net assets of such Person attributable to the Borrower's equity interest therein as reasonably estimated by the Borrower and such Investment is permitted pursuant to Section 6.06 (other than Section 6.06(f)) at such time and (3) a Responsible Officer of the Borrower certifies to the Administrative Agent compliance with preceding clauses (1) and (2));

(c) 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 Sections 6.02(d), 6.02(e), 6.02(g), 6.02(m), 6.02(n), 6.02(o), 6.02(q), 6.02(r), 6.02(x), 6.02(y), 6.02(z)(i), 6.02(bb), 6.02(cc), 6.02(ee), 6.02(ff) and 6.02(ll) (and any Liens securing Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under Section 6.02(k)); provided, that the subordination of any Lien on any property granted to or held by the Administrative Agent shall only be required to the extent that the Lien of the Administrative Agent with respect to such property is required to be subordinated to the relevant Permitted Lien in accordance with applicable law or the documentation governing the Indebtedness that is secured by such Permitted Lien; and

(d) enter into subordination, intercreditor and/or similar agreements with respect to Indebtedness that is (i) required or permitted to be subordinated hereunder and/or (ii) secured by Liens, and with respect to which Indebtedness, this Agreement contemplates an intercreditor, subordination or collateral trust agreement.

Upon the request of 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 Loan Party from its obligations under the Guarantee or its

Lien on any Collateral pursuant to this Article 8. In each case as specified in this Article 8, the Administrative Agent will (and each Lender hereby authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest therein, or to release such Loan Party from its obligations under the Loan Guaranty, in each case in accordance with the terms of the Loan Documents and this Article 8; provided that upon the request of the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer certifying that the relevant transaction has been consummated in compliance with the terms of this Agreement.

The Administrative Agent is authorized to enter into any intercreditor agreement contemplated hereby with respect to Indebtedness (A) that is (i) required or permitted to be subordinated hereunder, (ii) secured by Liens and/or (iii) otherwise required to be subject to an Acceptable Intercreditor Agreement and (B) which contemplates an intercreditor, subordination or collateral trust agreement (any such intercreditor agreement, an "**Additional Agreement**"), and the parties hereto acknowledge that any such Additional Agreement is binding upon them. Each Lender (a) hereby agrees that it will be bound by, and will not take any action contrary to any Additional Agreement and (b) hereby authorizes and instructs the Administrative Agent to enter into any Additional Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrower, and the Secured Parties are intended third-party beneficiaries of such provisions and the provisions of any Additional Agreement.

To the extent that the Administrative Agent (or any Affiliate thereof) is not reimbursed and indemnified by the Borrower, the Lenders will reimburse and indemnify the Administrative Agent (and any Affiliate thereof) in proportion to their respective Applicable Percentages (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any Affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. If the forms or other documentation required by Section 2.17 are not delivered to the Administrative Agent, then the Administrative Agent may withhold from any payment to any Lender not providing such forms or other documentation, an amount equivalent to the applicable withholding tax. If the IRS or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding tax ineffective or for any other reason, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section. The provisions of this Article 8 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Notices.

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

(i) if to any Loan Party, to such Loan Party in the care of the Borrower at:

PQ Corporation
Valleybrooke Corporate Center
300 Lindenwood Drive
Malvern, PA 19355-1740
Telephone: 913-744-2013
Facsimile: 913-744-2075
Attention: William J. Sichko
Email: Bill.Sichko@pqcorp.com

with copy to (which shall not constitute notice to any Loan Party):

CCMP Capital Advisors, LP
245 Park Avenue, 16th Floor
New York, NY 10167-2403
Telephone: 212-600-9600
Facsimile: 212-599-3481
Attention: Mark Mcfadden
Email: Mark.Mcfadden@ccmpcapital.com

(ii) if to the Administrative Agent, at:

Credit Suisse AG
Eleven Madison Avenue, 6th Floor
New York, NY 10010
Telephone: 919-994-6369
Facsimile: 212-322-2291
Attention: Loan Operations – Agency Manager
Email: agency.loanops@credit-suisse.com

with a copy to (which shall not constitute notice to the Administrative Agent):

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Attention: Eugene Mazzaro / Alfred Xue
Email: Eugene.mazzaro@lw.com / Alfred.xue@lw.com

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

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof or three Business Days after dispatch if sent by certified or registered mail, in each case, delivered, sent or mailed (properly addressed) to the relevant party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that received notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notices or other communications shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or Intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent or the Borrower (on behalf of any Loan Party) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) 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 not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) 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 (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number or other notice information hereunder by notice to the other parties hereto.

(d) The Borrower hereby acknowledges that (A) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (B) certain of the Lenders (each, a "**Public Lender**") may have personnel who do not wish to receive material non-public information and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower

hereby agrees that (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 9.13); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information"; provided that, for purposes of the foregoing, all information and materials provided pursuant to Section 5.01(a) or (b) shall be deemed to be suitable for posting to Public Lenders.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "*Private Side Information*" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to Communications that are not made available through the "*Public Side Information*" portion of the Platform and that may contain material nonpublic information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

THE PLATFORM IS PROVIDED "*AS IS*" AND "*AS AVAILABLE*." NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR MATERIAL BREACH OF ANY LOAN DOCUMENT.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same is permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for

the purpose for which given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to clauses (A), (B), (C) and (D) of this Section 9.02(b) and Sections 9.02(c) and (d) below, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan Document (other than any waiver, amendment or modification to effectuate any modification thereto expressly contemplated by the terms of such other Loan Documents), pursuant to an agreement or agreements in writing entered into by the Administrative Agent and each Loan Party that is party thereto, with the consent of the Required Lenders; provided that, notwithstanding the foregoing:

(A) except with the consent of each Lender directly and adversely affected thereby (but without the consent of the Required Lenders), no such waiver, amendment or modification shall:

(1) increase the Commitment or Additional Commitment of such Lender (other than with respect to any Incremental Revolving Facility pursuant to Section 2.22 in respect of which such Lender has agreed to be an Additional Lender); it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments or Additional Commitments shall constitute an increase of any Commitment or Additional Commitment of such Lender;

(2) reduce or forgive the principal amount of any Loan or any amount due on any Loan Installment Date;

(3) (x) extend the scheduled final maturity of any Loan or (y) postpone any Loan Installment Date, any Interest Payment Date or the date of any scheduled payment of any fee payable hereunder (in each case, other than any extension for administrative reasons agreed by the Administrative Agent);

(4) reduce the rate of interest (other than to waive any Default or Event of Default or obligation of the Borrower to pay interest at the default rate of interest under Section 2.13(d), which shall only require the consent of the Required Lenders) or the amount of any fee owed to such Lender; it being understood that no change in the definition of "Senior Secured Leverage Ratio" or any other ratio used in the calculation of the Applicable Rate, or in the calculation of any other interest or fee due hereunder (including any component definition thereof) shall constitute a reduction in any rate of interest or fee hereunder;

(5) extend the expiry date of such Lender's Commitment or Additional Commitment; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments or Additional Commitments shall constitute an extension of any Commitment or Additional Commitment of any Lender; and

(6) waive, amend or modify the provisions of Section 2.11(a), 2.11(b)(vi), 2.18(b) or 2.18(c) of this Agreement in a manner that would by its terms alter the *pro rata* sharing of payments required thereby (except in connection with any transaction permitted under Sections 2.22, 2.23, 9.02(c) and/or 9.05(g) or as otherwise provided in this Section 9.02); and

(7) change the currency in which any Loan or Commitment of any such Lender is denominated; and

(B) no such waiver, amendment or modification shall:

(1) change any of the provisions of Section 9.02(a) or Section 9.02(b) or the definition of "Required Lenders" to reduce any voting percentage required to waive, amend or modify any right thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Lender;

(2) release all or substantially all of the Collateral from the Lien granted pursuant to the Loan Documents (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 9.22), without the prior written consent of each Lender; or

(3) release all or substantially all of the value of the Guarantees under the Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Section 9.22 hereof), without the prior written consent of each Lender;

(C) reserved; and

(D) reserved.

provided, further, that no agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.05, incurrences of Additional Commitments or Additional Loans pursuant to Section 2.22, 2.23 or 9.02(c) and reductions or terminations of any such Additional Commitments or Additional Loans. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment and any Additional Commitment of any Defaulting Lender may not be increased without the consent of such Defaulting Lender (it being understood that any Commitment, Additional Commitment or Loan held or deemed held by any Defaulting Lender shall be excluded from any vote hereunder that requires the consent of any Lender, except as expressly provided in Section 2.21(a)). Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities permitted hereunder to this Agreement and to permit any extension of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the relevant benefits of this Agreement and the other Loan Documents and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion.

(c) Notwithstanding the foregoing, this Agreement may be amended:

(i) with the written consent of the Borrower and the Lenders providing the relevant Replacement Term Loans to permit the refinancing or replacement of all or any portion of the outstanding Initial Term Loans or any then-existing Additional Term Loans under the applicable Class (any such loans being refinanced or replaced, the "**Replaced Term Loans**") with one or more replacement term loans hereunder ("**Replacement Term Loans**") pursuant to a Refinancing Amendment; provided that:

(A) the aggregate principal amount of any Replacement Term Loans shall not exceed the aggregate principal amount of the Replaced Term Loans (*plus* (1) any additional amounts permitted to be incurred under Section 6.01(a), (q), (u), (w) and/or (z) and, to the extent any such additional amounts are secured, the related Liens are permitted under Section 6.02(k) (with respect to Liens securing Indebtedness permitted by Section 6.01(a), (q), (u), (w) or (z)), (o)(ii), (u) and/or (hh) and *plus* (2) the amount of accrued interest and premium (including tender premium) thereon and underwriting discounts, fees (including upfront fees and original issue discount), commissions and expenses associated therewith),

(B) any Replacement Term Loans must have a final maturity date that is equal to or later than the final maturity date of, and have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Replaced Term Loans at the time of the relevant refinancing,

(C) any Replacement Term Loans may be *pari passu* or junior in right of payment and *pari passu* or junior with respect to the Collateral with the remaining portion of the Initial Term Loans or Additional Term Loans (provided that if *pari passu* or junior as to payment or Collateral, such Replacement Term Loans shall be subject to an Acceptable Intercreditor Agreement and may be, at the option of the Administrative Agent and the Borrower, documented in a separate agreement or agreements), or be unsecured,

(D) if any Replacement Term Loans are secured, such Replacement Term Loans may not be secured by any assets other than the Collateral,

(E) if any Replacement Term Loans are guaranteed, such Replacement Term Loans may not be guaranteed by any Person other than one or more Loan Parties,

(F) any Replacement Term Loans that are *pari passu* in right of payment and *pari passu* in right of security may participate on a *pro rata* basis or a less than *pro rata* basis (but not greater than a *pro rata* basis) in any voluntary or mandatory repayment or prepayment in respect of the Initial Term Loans (and any Additional Term Loans then subject to ratable repayment requirements), in each case as agreed by the Borrower and the Lenders providing the relevant Replacement Term Loans,

(G) any Replacement Term Loans shall have pricing (including interest, fees and premiums) and, subject to preceding clause (F), optional prepayment and redemption terms as the Borrower and the lenders providing such Replacement Term Loans may agree,

(H) no Default under Section 7.01(a), 7.01(f) or 7.01(g) or Event of Default shall exist immediately prior to or after giving effect to the effectiveness of the relevant Replacement Term Loans, and

(I) either (i) the other terms and conditions of any Replacement Term Loans (excluding pricing, interest, fees, rate floors, premiums, optional prepayment or redemption terms, security and maturity, subject to preceding clauses (B) through (G)) shall be substantially identical to, or (taken as a whole) no more favorable (as reasonably determined by the Borrower) to the lenders providing such Replacement Term Loans than those applicable to the Replaced Term Loans (other than covenants or other provisions applicable only to periods after the Latest Term Loan Maturity Date (in each case, as of the date of incurrence of such Replacement Term Loans)) or (ii) such Replacement Term Loans shall be provided on then-current market terms for the applicable type of Indebtedness, and

(ii) with the written consent of the Borrower and the Lenders providing the relevant Replacement Revolving Facility to permit the refinancing or replacement of all or any portion of any Additional Revolving Commitment under the applicable Class (any such Additional Revolving Commitment being refinanced or replaced, a "**Replaced Revolving Facility**") with a replacement revolving facility hereunder (a "**Replacement Revolving Facility**") pursuant to a Refinancing Amendment; provided that:

(A) the aggregate principal amount of any Replacement Revolving Facility shall not exceed the aggregate principal amount of the Replaced Revolving Facility (*plus* (x) any additional amounts permitted to be incurred under Section 6.01(a), (q), (u), (w) and/or (z) and, to the extent any such additional amounts are secured, the related Liens are permitted under Section 6.02(k) (with respect to Liens securing Indebtedness permitted by Section 6.01(a), (q), (u), (w) or (z)), (o)(ii), (u) and/or (hh) and *plus* (y) the amount of accrued interest and premium thereon, any committed but undrawn amounts and underwriting discounts, fees (including upfront fees and original issue discount), commissions and expenses associated therewith),

(B) no Replacement Revolving Facility may have a final maturity date (or require commitment reductions) prior to the final maturity date of the relevant Replaced Revolving Facility at the time of such refinancing,

(C) any Replacement Revolving Facility may be *pari passu* or junior in right of payment and *pari passu* or junior with respect to the Collateral with the remaining portion of the Additional Revolving Commitments (provided that if *pari passu* or junior as to payment or Collateral, such Replacement Revolving Facility shall be subject to an Acceptable Intercreditor Agreement and may be, at the option of the Administrative Agent and the Borrower, documented in a separate agreement or agreements), or be unsecured,

(D) if any Replacement Revolving Facility is secured, it may not be secured by any assets other than the Collateral,

(E) if any Replacement Revolving Facility is guaranteed, it may not be guaranteed by any Person other than one or more Loan Parties,

(F) any Replacement Revolving Facility shall be subject to the "ratability" provisions applicable to Extended Revolving Credit Commitments and Extended Revolving Loans set forth in the proviso to clause (ii) of Section 2.23(a), *mutatis mutandis*, to the same extent as if fully set forth in this Section 9.02(c)(ii),

(G) any Replacement Revolving Facility shall have pricing (including interest, fees and premiums) and, subject to preceding clause (F), optional prepayment and redemption terms as the Borrower and the lenders providing such Replacement Revolving Facility may agree,

(H) no Default under Section 7.01(a), 7.01(f) or 7.01(g) or Event of Default shall exist immediately prior to or after giving effect to the effectiveness of the relevant Replacement Revolving Facility, and

(I) either (i) the other terms and conditions of any Replacement Revolving Facility (excluding pricing, interest, fees, rate floors, premiums, optional prepayment or redemption terms, security and maturity, subject to preceding clauses (B) through (G)) shall be substantially identical to, or (taken as a whole) no more favorable (as reasonably determined by the Borrower) to the lenders providing such Replacement Revolving Facility than those applicable to the Replaced Revolving Facility (other than covenants or other provisions applicable only to periods after the Latest Revolving Loan Maturity Date (in each case, as of the date of incurrence of the relevant Replacement Revolving Facility)) or (ii) such Replacement Revolving Facility shall be provided on then-current market terms for the applicable type of Indebtedness, and

(J) the commitments in respect of the Replaced Revolving Facility shall be terminated, and all loans outstanding thereunder and all fees in connection therewith shall be paid in full, in each case on the date such Replacement Revolving Facility is implemented;

provided, further, that, in respect of each of clauses (i) and (ii) of this clause (c), any Non-Debt Fund Affiliate and Debt Fund Affiliate shall (x) be permitted (without Administrative Agent consent) to provide any Replacement Term Loans, it being understood that in connection with such Replacement Term Loans, the relevant Non-Debt Fund Affiliate or Debt Fund Affiliate, as applicable, shall be subject to the restrictions applicable to such Persons under Section 9.05 as if such Replacement Term Loans were Term Loans and (y) any Debt Fund Affiliate (but not any Non-Debt Fund Affiliate) may provide any Replacement Revolving Facility.

Each party hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be amended by the Borrower, the Administrative Agent and the lenders providing the relevant Replacement Term Loans or the Replacement Revolving Facility, as applicable, to the extent (but only to the extent) necessary to reflect the existence and terms of such Replacement Term Loans or Replacement Revolving Facility, as applicable, incurred or implemented pursuant thereto (including any amendment necessary to treat the loans and commitments subject thereto as a separate "tranche" and "Class" of Loans and/or commitments hereunder). It is understood that any Lender approached to provide all or a portion of any Replacement Term Loans or any Replacement Revolving Facility may elect or decline, in its sole discretion, to provide such Replacement Term Loans or Replacement Revolving Facility.

(d) Notwithstanding anything to the contrary contained in this Section 9.02 or any other provision of this Agreement or any provision of any other Loan Document, (i) the Borrower and the Administrative Agent may, without the input or consent of any Lender, amend, supplement and/or waive any guaranty, collateral security agreement, pledge agreement and/or related document (if any) executed in connection with this Agreement to (x) comply with Requirements of Law or the advice of counsel or (y) cause any such guaranty, collateral security agreement, pledge agreement or other document to be consistent with this Agreement and/or the relevant other Loan Documents, (ii) the Borrower and the Administrative Agent may, without the input or consent of any other Lender (other than the relevant Lenders (including Additional Lenders) providing Loans under such Sections), effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Borrower and the Administrative Agent to effect the provisions of Section 2.22, 2.23, 5.12, 6.13 or 9.02(c), or any other provision specifying that any waiver, amendment or modification may be made with the consent or approval of the Administrative Agent and (iii) if the Administrative Agent and the Borrower have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of any Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision solely to address such matter as reasonably determined by them acting jointly.

Section 9.03 Expenses; Indemnity.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Arranger, the Administrative Agent and their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole) in connection with the syndication and distribution (including via the Internet or through a service such as SyndTrak) of the Credit Facilities, the preparation, execution, delivery and administration of the Loan Documents and any related documentation, including in connection with any amendment, modification or waiver of any provision of any Loan Document (whether or not the transactions contemplated thereby are consummated, but only to the extent the preparation of any such amendment, modification or waiver was requested by the Borrower and except as otherwise provided in a separate writing between the Borrower, the relevant Arranger and/or the Administrative Agent) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers, or the Lenders or any of their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole) in connection with the enforcement, collection or protection of their respective rights in connection with the Loan Documents, including their respective rights under this Section 9.03, or in connection with the Loans made. Except to the extent required to be paid on the Closing Date (and invoiced three (3) business days prior thereto), all amounts due under this paragraph (a) shall be payable by the Borrower within 30 days of receipt of an invoice setting forth such expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request.

(b) The Borrower shall indemnify each Arranger, the Administrative Agent, and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages and liabilities (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnitees, taken as a whole and solely in the case of an actual or perceived conflict of interest, (x) one additional counsel to all affected Indemnitees, taken as a whole, and (y) one additional local counsel to all affected Indemnitees, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as

a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby and/or the enforcement of the Loan Documents, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Loans, (iii) any actual or alleged Release or presence of Hazardous Materials on, at, under or from any property currently or formerly owned or operated by the Borrower, any of its Restricted Subsidiaries or any other Loan Party or any Environmental Liability related to the Borrower, any of its Restricted Subsidiaries or any other Loan Party and/or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrower, any other Loan Party or any of their respective Affiliates); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that any such loss, claim, damage, or liability (i) is determined by a final and non-appealable judgment of a court of competent jurisdiction (or documented in any settlement agreement referred to below) to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties or, to the extent such judgment finds (or such settlement agreement acknowledges) that any such loss, claim, damage, or liability has resulted from such Person's material breach of the Loan Documents or (ii) arises out of any claim, litigation, investigation or proceeding brought by such Indemnitee against another Indemnitee (other than any claim, litigation, investigation or proceeding that is brought by or against the Administrative Agent or any Arranger, acting in its capacity as the Administrative Agent or as an Arranger) that does not involve any act or omission of Holdings, the Borrower or any of its subsidiaries. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrower pursuant to this Section 9.03(b) to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment thereof in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrower within 30 days (x) after written demand therefor, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt of an invoice, setting forth such costs and expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request. This Section 9.03(b) shall not apply to Taxes, except for Taxes that represent losses, claims or damages arising from anynon-Tax claim.

(c) The Borrower shall not be liable for any settlement of any proceeding effected without its consent (which consent shall not be unreasonably withheld or delayed), but if any proceeding is settled with the Borrower's written consent, or if there is a final non-appealable judgment of a court of competent jurisdiction against any Indemnitee in any such proceeding, the Borrower agrees to indemnify and hold harmless each Indemnitee to the extent and in the manner set forth above. The Borrower shall not, without the prior written consent of the affected Indemnitee (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceeding in respect of which indemnity could have been sought hereunder by such Indemnitee unless (i) such settlement includes an unconditional release of such Indemnitee from all liability or claims that are the subject matter of such proceeding and (ii) such settlement does not include any statement as to any admission of fault or culpability.

Section 9.04 Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, 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 or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof, except, in the case of any claim by any Indemnitee against any of the Borrower, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03.

Section 9.05 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that (i) except as provided under Section 6.07, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with the terms of this Section 9.05 (any attempted assignment or transfer not complying with the terms of this Section 9.05 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 permitted assigns, Participants (to the extent provided in paragraph (c) of this Section 9.05) and, to the extent expressly contemplated hereby, the Related Parties of each of the Arrangers, the Administrative Agent, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of any Loan or Additional Commitment added pursuant to Section 2.22, 2.23 or 9.02(c) at the time owing to it) with the prior written consent (not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided that the Borrower shall be deemed to have consented to any such assignment unless it has objected thereto by written notice to the Administrative Agent within 15 Business Days after receiving written notice thereof; provided, further, that no consent of the Borrower shall be required (x) for any assignment of (1) Additional Revolving Loans or Additional Revolving Commitments to another Revolving Lender or (2) Initial Term Loans, Additional Term Loans, Initial Term Loan Commitments or Additional Term Commitments to another Lender, an Affiliate of any Lender or an Approved Fund, or (y) if an Event of Default under Section 7.01(a) or Section 7.01(f) or (g) (solely with respect to the Borrower) exists;

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for any assignment to another Lender, any Affiliate of a Lender or any Approved Fund; and

(C) reserved.

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

(A) except in the case of any assignment to another Lender, any Affiliate of any Lender or any Approved Fund or any assignment of the entire remaining amount of the relevant assigning Lender's Loans or commitments of any Class, the principal amount of Loans or commitments of the assigning Lender subject to the relevant assignment (determined as of the date on which the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent and determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds) shall not be less than (x) $1,000,000, in the case of Initial Term Loans, Additional Term Loans, Initial Term Loan Commitments and Additional Term Commitments and (y) $5,000,000 in the case of Additional Revolving Loans or Additional Revolving Commitments unless the Borrower and the Administrative Agent otherwise consent;

(B) any partial assignment shall be made as an assignment of a proportionate part of all the relevant assigning Lender's rights and obligations in respect of any Facility under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and

(D) the relevant Eligible Assignee, if it is not a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent (1) an Administrative Questionnaire and (2) any forms or other documentation required under Section 2.17.

(iii) Subject to the acceptance and recording thereof pursuant toparagraph (b)(iv) of this Section 9.05, from and after the effective date specified in any Assignment and Assumption, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned pursuant to 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 (A) entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and (B) subject to its obligations thereunder and under Section 9.13). If any assignment by any Lender holding any Promissory Note is made after the issuance of such Promissory Note, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent for cancellation, and, following such cancellation, if requested by either the assignee or the assigning Lender, the Borrower shall issue and deliver a new Promissory Note to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices 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 their respective successors and assigns, and the commitment of, and principal amount of and stated interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Failure to make any such recordation, or any error in such recordation, shall not affect the Borrower's obligations in respect of such Loans. The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent, and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower, and each Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee's completed Administrative Questionnaire and any tax certification required by Section 9.05(b)(ii)(D)(2) (unless the assignee is already a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.05, if applicable, and any written consent to the relevant assignment required byparagraph (b) of this Section 9.05, the Administrative Agent shall promptly accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that the amount of its commitments, and the outstanding balances of its Loans, in each case without giving effect to any assignment thereof which has not become effective, are as set forth in such Assignment and Assumption, (B) except as set forth in clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statement, warranty or representation made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrower or any Restricted Subsidiary or the performance or observance by the Borrower or any Restricted Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment and Assumption; (D) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant toSection 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (E) such assignee will independently and without reliance upon the Administrative Agent, the assigning Lender or any other Lender and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or any other Lender, sell participations to any bank or other entity (other than to any Disqualified Institution, any natural Person or, other than with respect to any participation to any Debt Fund Affiliate (any such participations to a Debt Fund Affiliate being subject to the limitation set forth in the first proviso of the penultimate paragraph set forth in Section 9.05(g), as if the limitation applied to such participations), the Borrower or any of its Affiliates) (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which any 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 relevant Participant, agree to any amendment, modification or waiver described in (x) clause (A) of the first proviso to Section 9.02(b) that directly and adversely affects the Loans or commitments in which such Participant has an interest and (y) clause (B)(1), (2) or (3) of the first proviso to Section 9.02(b). Subject to paragraph (c)(ii) of this Section 9.05, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.05 (it being understood that the documentation required under

Section 2.17(f) shall be delivered to the participating Lender, and if additional amounts are required to be paid pursuant to Section 2.17(a) or Section 2.17(c), to the Borrower and the Administrative Agent upon reasonable written request by the Borrower). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.09 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender.

(ii) No Participant shall be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the participating 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 expressly acknowledging that such Participant's entitlement to benefits under Sections 2.15, 2.16 and 2.17 is not limited to what the participating Lender would have been entitled to receive absent the participation.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and their respective successors and assigns, 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 any Participant's interest in any Commitment, Loan or any other obligation under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and each 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.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Disqualified Institution or any natural person) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to any Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 9.05 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release any Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of any Loan by an SPC hereunder shall utilize the Commitment or Additional Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 2.15, 2.16 or 2.17) and no SPC shall be entitled to any greater amount under Section 2.15, 2.16 or 2.17 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iii)

the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the U.S. or any State thereof; provided that (i) such SPC's Granting Lender is in compliance in all material respects with its obligations to the Borrower hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 9.05, any SPC may (i) with notice to, but without the prior written consent of, the Borrower or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guaranty or credit or liquidity enhancement to such SPC.

(f) (i) Any assignment or participation by a Lender without the Borrower's consent, to the extent the Borrower's consent is required under thisSection 9.05, to any other Person, shall be null and void, and the Borrower shall be entitled to seek specific performance to unwind any such assignment or participation in addition to injunctive relief or any other remedies available to the Borrower at law or in equity. Upon the request of any Lender, the Borrower shall make available to such Lender the list of Disqualified Institutions at the relevant time and such Lender may provide the list to any potential assignee or participant on a confidential basis in accordance with Section 9.13 for the purpose of verifying whether such Person is a Disqualified Institution. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Lender or participant or potential Lender or participant is a Disqualified Institution and the Administrative Agent shall have no liability with respect to any assignment or participation made to a Disqualified Institution.

(ii) If any assignment or participation under this Section 9.05 is made to any Disqualified Institution or to any Person that cannot be reasonably identified as a Disqualified Institution pursuant to clause (a)(ii) or (b)(ii) of the definition thereof as of the date of such assignment or participation and subsequently becomes reasonably identifiable as a Disqualified Institution, then (A) the Borrower may, at the Borrower's sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.05), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees; provided that the relevant assignment shall otherwise comply with thisSection 9.05 (except that no registration and processing fee required under this Section 9.05 shall be required with respect to any assignment pursuant to this paragraph); and (B) the Loans and Commitments held by such Disqualified Institution shall be deemed not to be outstanding for purposes of any amendment, waiver or consent hereunder, and such Disqualified Institution shall not be permitted to attend meetings of the Lenders or receive information prepared by the Administrative Agent or any Lender in connection with this Agreement. Nothing in this Section 9.05(f)(ii) shall be deemed to prejudice any right or remedy that Holdings or the Borrower may otherwise have at law or equity. Each Lender acknowledges and agrees that Holdings and its subsidiaries will suffer irreparable harm if such Lender breaches any obligation under this Section 9.05 insofar as such obligation relates to any assignment, participation or pledge to any Disqualified Institution without the Borrower's prior written consent and, therefore, each Lender agrees that Holdings and/or the Borrower may seek to obtain specific performance or other equitable or injunctive relief to enforce this Section 9.05(f)(ii) against such Lender with respect to such breach without posting a bond or presenting evidence of irreparable harm.

(g) Notwithstanding anything to the contrary contained herein, any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Initial Term Loans or Additional Term Loans to an Affiliated Lender on a non-*pro rata* basis (A) through Dutch Auctions open to all Lenders holding the relevant Initial Term Loans or such Additional Term Loans, as applicable, on a *pro rata* basis or (B) through open market purchases, in each case with respect to clauses (A) and (B), without the consent of the Administrative Agent; provided that:

(i) any Initial Term Loans or Additional Term Loans acquired by Holdings, the Borrower or any of its subsidiaries shall be retired and cancelled immediately upon the acquisition thereof; provided that upon any such retirement and cancellation, the aggregate outstanding principal amount of the Initial Term Loans or Additional Term Loans, as applicable, shall be deemed reduced by the full par value of the aggregate principal amount of the Initial Term Loans or Additional Term Loans so retired and cancelled, and each principal repayment installment with respect to the Term Loans pursuant to Section 2.10(a) shall be reduced on a *pro rata* basis by the full par value of the aggregate principal amount of Term Loans so cancelled;

(ii) any Initial Term Loans or Additional Term Loans acquired by any Non-Debt Fund Affiliate may (but shall not be required to) be contributed to the Borrower or any of its subsidiaries for purposes of cancelling such Indebtedness (it being understood that any such Initial Term Loans or Additional Term Loans shall be retired and cancelled immediately upon such contribution); provided that upon any such cancellation, the aggregate outstanding principal amount of the Initial Term Loans or Additional Term Loans, as applicable, shall be deemed reduced, as of the date of such contribution, by the full par value of the aggregate principal amount of the Initial Term Loans or Additional Term Loans so contributed and cancelled, and each principal repayment installment with respect to the Initial Term Loans pursuant to Section 2.10(a) shall be reduced *pro rata* by the full par value of the aggregate principal amount of Initial Term Loans so contributed and cancelled;

(iii) the relevant Affiliated Lender and assigning Lender shall have executed an Affiliated Lender Assignment and Assumption;

(iv) after giving effect to such assignment and to all other assignments to all Affiliated Lenders, the aggregate principal amount of all Initial Term Loans and Additional Term Loans then held by all Affiliated Lenders shall not exceed 25% of the aggregate principal amount of the Initial Term Loans and Additional Term Loans then outstanding (after giving effect to any substantially simultaneous cancellations thereof) (the "**Affiliated Lender Cap**"); provided that each party hereto acknowledges and agrees that the Administrative Agent shall not be liable for any losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever incurred or suffered by any Person in connection with any compliance or non-compliance with this clause (g)(iv) or any purported assignment exceeding the Affiliated Lender Cap (it being understood and agreed that the Affiliated Lender Cap is intended to apply to any Loans made available to Affiliated Lenders by means other than formal assignment (*e.g.*, as a result of an acquisition of another Lender (other than any Debt Fund Affiliate) by any Affiliated Lender or the provision of Additional Term Loans by any Affiliated Lender); provided, further, that to the extent that any assignment to any Affiliated Lender would result in the aggregate principal amount of all Initial Term Loans and Additional Term Loans held by Affiliated Lenders exceeding the Affiliated Lender Cap (after giving effect to any substantially simultaneous cancellations thereof), the assignment of the relevant excess amount shall be null and void;

(v) in connection with any assignment effected pursuant to a Dutch Auction and/or open market purchase conducted by Holdings, the Borrower or any of its subsidiaries, (A) the relevant Person may not use the proceeds of any Additional Revolving Loans to fund such assignment and (B) no Default or Event of Default exists at the time of acceptance of bids for the Dutch Auction or the confirmation of such open market purchase, as applicable; and

(vi) by its acquisition of Term Loans, each relevant Affiliated Lender shall be deemed to have acknowledged and agreed that:

(A) the Term Loans held by such Affiliated Lender shall be disregarded in both the numerator and denominator in the calculation of any Required Lender or other Lender vote (and the Term Loans held by such Affiliated Lender shall be deemed to be voted *pro rata* along with the other Lenders that are not Affiliated Lenders); provided that (x) such Affiliated Lender shall have the right to vote (and the Term Loans held by such Affiliated Lender shall not be so disregarded) with respect to any amendment, modification, waiver, consent or other action that requires the vote of all Lenders or all Lenders directly and adversely affected thereby, as the case may be, and (y) no amendment, modification, waiver, consent or other action shall (1) disproportionately affect such Affiliated Lender in its capacity as a Lender as compared to other Lenders of the same Class that are not Affiliated Lenders or (2) deprive any Affiliated Lender of its share of any payments which the Lenders are entitled to share on a *pro rata* basis hereunder, in each case without the consent of such Affiliated Lender; and

(B) such Affiliated Lender, solely in its capacity as an Affiliated Lender, will not be entitled to (i) attend (including by telephone) or participate in any meeting or discussion (or portion thereof) among the Administrative Agent or any Lender or among Lenders to which the Loan Parties or their representatives are not invited or (ii) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders, except to the extent such information or materials have been made available by the Administrative Agent or any Lender to any Loan Party or its representatives (and in any case, other than the right to receive notices of Borrowings, prepayments and other administrative notices in respect of its Initial Term Loans or Additional Term Loans required to be delivered to Lenders pursuant to Article 2); and

(vii) no Affiliated Lender shall be required to represent or warrant that it is not in possession of materialnon-public information with respect to Holdings, the Borrower and/or any subsidiary thereof and/or their respective securities in connection with any assignment permitted by this Section 9.05(g).

Notwithstanding anything to the contrary contained herein, any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Initial Term Loans, Additional Term Loans, or Additional Revolving Commitments to any Debt Fund Affiliate, and any Debt Fund Affiliate may, from time to time, purchase Initial Term Loans, Additional Term Loans, or Additional Revolving Commitments (x) on a non-*pro rata* basis through Dutch Auctions open to all applicable Lenders or (y) on a non-*pro rata* basis through open market purchases without the consent of the Administrative Agent, in each case, notwithstanding the requirements set forth in subclauses (i) through

(vii) of this clause (g); provided that the Initial Term Loans, Additional Term Loans and unused commitments and other Loans of all Debt Fund Affiliates shall not account for more than 49.9% of the amounts included in determining whether the Required Lenders have (A) consented to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, or subject to the immediately succeeding paragraph, any plan of reorganization pursuant to the Bankruptcy Code, (B) otherwise acted on any matter related to any Loan Document or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document. Any Initial Term Loans or Additional Term Loans acquired by any Debt Fund Affiliate may (but shall not be required to) be contributed to the Borrower or any of its subsidiaries for purposes of cancelling such Indebtedness (it being understood that any Initial Term Loans or Additional Term Loans so contributed shall be retired and cancelled immediately upon thereof); provided that upon any such cancellation, the aggregate outstanding principal amount of the Initial Term Loans or Additional Term Loans shall be deemed reduced, as of the date of such contribution, by the full par value of the aggregate principal amount of the Initial Term Loans or Additional Term Loans so contributed and cancelled, and each principal repayment installment with respect to the Initial Term Loans pursuant to Section 2.10(a) shall be reduced *pro rata* by the full par value of the aggregate principal amount of Initial Term Loans so contributed and cancelled.

Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each Affiliated Lender hereby agrees that, if a proceeding under any Debtor Relief Law is commenced by or against the Borrower or any other Loan Party at a time when such Lender is an Affiliated Lender, such Affiliated Lender irrevocably authorizes and empowers the Administrative Agent to vote on behalf of such Affiliated Lender with respect to the Initial Term Loans or Additional Term Loans held by such Affiliated Lender in any manner in the Administrative Agent's sole discretion, unless the Administrative Agent instructs such Affiliated Lender to vote, in which case such Affiliated Lender shall vote with respect to the Initial Term Loans or Additional Term Loans held by it as the Administrative Agent directs; provided that in connection with any matter that proposes to treat any Obligations held by such Affiliated Lender in a manner that is different than the proposed treatment of similar Obligations held by Lenders that are not Affiliates, (a) such Affiliated Lender shall be entitled to vote in accordance with its sole discretion (and not in accordance with the direction of the Administrative Agent) and (b) the Administrative Agent shall not be entitled to vote on behalf of such Affiliated Lender. Each Affiliated Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliated Lender's attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender (solely in respect of Initial Term Loans or Additional Term Loans and participations therein and not in respect of any other claim or status that such Affiliated Lender may otherwise have), from time to time in the Administrative Agent's discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of (but subject to the limitations set forth in) this paragraph.

Section 9.06 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.15, 2.16, 2.17, 9.03 and 9.13 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of any Additional Commitment, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 9.07 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Fee Letter and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire agreement 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. This Agreement shall become effective when it has been executed by Holdings, the Borrower and the Administrative Agent and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.08 Severability. To the extent permitted by law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.09 Right of Setoff. At any time when an Event of Default exists, upon the written consent of the Administrative Agent, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (in any currency) at any time owing by the Administrative Agent, or such Lender (including by branches and agencies of the Administrative Agent, or such Lender, wherever located) to or for the credit or the account of the Borrower or any Loan Party against any of and all the Secured Obligations held by the Administrative Agent, or such Lender, irrespective of whether or not the Administrative Agent, or such Lender shall have made any demand under the Loan Documents and although such obligations may be contingent or unmatured or are owed to a branch or office of such Lender different than the branch or office holding such deposit or obligation on such Indebtedness. Any applicable Lender, shall promptly notify the Borrower and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section 9.09. The rights of each Lender, the Administrative Agent under this Section 9.09 are in addition to other rights and remedies (including other rights of setoff) which such Lender or the Administrative Agent may have.

Section 9.10 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION (SUBJECT TO THE LAST SENTENCE OF THIS CLAUSE (B)) OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION 9.10. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 9.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

Section 9.12 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.13 Confidentiality. Each of the Administrative Agent, each Lender, and each Arranger agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, managers, employees, independent auditors, or other experts and advisors, including accountants, legal counsel and other advisors (collectively, the "**Representatives**") on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of the Confidential Information and are or have been advised of their obligation to keep the Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates' and their Representatives' compliance with this paragraph; provided, further, that unless the Borrower otherwise consents, no such disclosure shall be made by the Administrative Agent, any Arranger, any Lender or any Affiliate or Representative thereof to any Affiliate or Representative of the Administrative Agent, any Arranger, or any Lender that (i) is engaged as a principal primarily in private equity, mezzanine financing or venture capital or (ii) is a Disqualified Institution, (b) upon the demand or request of any regulatory or Governmental Authority (including any self-regulatory body or any Federal Reserve Bank or other central bank acting as pledgee pursuant to Section 9.05) purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall, except with respect to any audit or examination conducted by bank accountants or any Governmental Authority or regulatory or self-regulatory authority exercising examination or regulatory authority, to the extent practicable and permitted by law, (i) inform the Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law (in which case such Person shall (i) to the extent practicable and permitted by law, inform the Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (d) to any other party to this Agreement, (e) subject to an acknowledgment and agreement by the relevant recipient that the Confidential Information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as otherwise reasonably acceptable to the Borrower and the Administrative Agent, including as set forth in the Information Memorandum) in accordance with the standard syndication process of the Arrangers or market standards for dissemination of the relevant type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access the Confidential Information and acknowledge its confidentiality obligations in respect thereof, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or prospective Participant in, any of its rights or obligations under this Agreement, including any SPC (in each case other than a Disqualified Institution), (ii) any pledgee referred to in Section 9.05, (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any Derivative Transaction (including any credit default swap) or similar derivative product to which any Loan Party is a party and (iv) subject to the Borrower's prior approval of the information to be disclosed (not to be unreasonably withheld or delayed), to Moody's or S&P on a confidential basis in connection with obtaining or maintaining ratings as required under Section 5.13, (f) with the prior written consent of the Borrower, (g) to the extent the Confidential Information becomes publicly available other than as a result of a breach of this Section 9.13 by such Person, its Affiliates or

their respective Representatives and (h) to insurers, any numbering administration or settlement services providers on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of the Confidential Information and are or have been advised of their obligation to keep the Confidential Information of this type confidential; provided that any disclosure made in reliance on this clause (h) is limited to the general terms of this Credit Agreement and does not include financial or other information relating to Holdings, the Borrower and/or any of their respective subsidiaries. For purposes of this Section 9.13, "**Confidential Information**" means all information relating to the Borrower and/or any of its subsidiaries and their respective businesses, the Sponsor or the Transactions (including any information obtained by the Administrative Agent, any Lender or any Arranger, or any of their respective Affiliates or Representatives, based on a review of the books and records relating to the Borrower and/or any of its subsidiaries and their respective Affiliates from time to time, including prior to the date hereof) other than any such information that is publicly available to the Administrative Agent or any Arranger, or Lender on a non-confidential basis prior to disclosure by the Borrower or any of its subsidiaries. For the avoidance of doubt, in no event shall any disclosure of any Confidential Information be made to Person that is a Disqualified Institution at the time of disclosure.

Section 9.14 No Fiduciary Duty. Each of the Administrative Agent, the Arrangers, each Lender, and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its respective stockholders or its respective affiliates, on the other. Each Loan Party acknowledges and agrees that: (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal, tax and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto.

Section 9.15 Several Obligations. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan, or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

Section 9.16 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

Section 9.17 Disclosure. Each Loan Party, and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 9.18 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens for the benefit of the Administrative Agent, and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. If any Lender (other than the Administrative Agent) obtains possession of any Collateral, such Lender shall notify the Administrative Agent thereof; and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.19 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "**Charged Amounts**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charged Amounts payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charged Amounts that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.19 shall be cumulated and the interest and Charged Amounts payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 9.20 Acknowledgement and Consent of Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

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

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

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

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

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 9.21 Conflicts. Notwithstanding anything to the contrary contained herein or in any other Loan Document, in the event of any conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall govern and control.

Section 9.22 Release of Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary, any Subsidiary Guarantor shall automatically be released from its obligations hereunder (and its Loan Guaranty shall be automatically released) (a) upon the consummation of any permitted transaction or series of related transactions if as a result thereof such Subsidiary Guarantor ceases to be a Restricted Subsidiary (or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder; provided, that the release of any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if at the time such Guarantor becomes an Excluded Subsidiary of such type (i) no Event of Default exists, (ii) after giving pro forma effect to such release and the consummation of the transaction that causes such Person to be an Excluded Subsidiary of such type, the Borrower is deemed to have made a new Investment in such Person for purposes of Section 6.06 (as if such Person were then newly acquired) in an amount equal to the portion of the fair market value of the net assets of such Person attributable to the Borrower's equity interest therein as reasonably estimated by the Borrower and such Investment is permitted pursuant to Section 6.06 (other than Section 6.06(f)) at such time and (iii) a Responsible Officer of the Borrower certifies to the Administrative Agent compliance with preceding clauses (i) and (ii)) and/or (b) upon the occurrence of the Termination Date. In connection with any such release, the Administrative Agent shall promptly execute and deliver to the relevant Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence termination or release; provided, that upon the request of the Administrative Agent, the Borrower shall deliver a certificate of a Responsible Officer certifying that the relevant transaction has been consummated in compliance with the terms of this Agreement. Any execution and delivery of documents pursuant to the preceding sentence of this Section 9.22 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents).

[Signature Pages Follow]

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

CPQ MIDCO I CORPORATION, as Holdings

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary and Vice President

PQ CORPORATION, as the Borrower

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: /s/ Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: /s/ Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

CITIBANK, N.A., as a Lender

By: /s/ Akshay Kulkarni
Name: Akshay Kulkarni
Title: Vice President

By: /s/ Kirkwood Roland
Name: Kirkwood Roland
Title: Managing Director & Vice President

SCHEDULE 1.01(a)

COMMITMENT SCHEDULE

Lender	Tranche B-1 Term Loan Commitment	Tranche B-2 Term Loan Commitment
Citibank, N.A.	USD $900 million	€ 265 million

SCHEDULE 1.01(b)

MATERIAL REAL ESTATE ASSETS

- 1700 Kansas Avenue, Kansas City, KS 66105-1198
- 20720 South Wilmington Avenue, Long Beach, CA 90810
- 100 Mococo Road, Martinez, CA 94553

SCHEDULE 1.01(c)

SPECIFIED LEASE TRANSACTIONS

1. Lease and leaseback transaction between PQ Corporation and Unified Government of Wyandotte County/Kansas City, Kansas with respect to real property located at 1400, 1440, 1444, 1630 & 1700 Kansas Avenue, Kansas City, KS 66105-1198 pursuant to the following documents:

    a. Base Lease Agreement by and between PQ, as lessor, and Unified Government of Wyandotte County/Kansas City, Kansas, as lessee, dated December 1, 2013, as amended.

    b. Sublease Agreement dated as of December 1, 2013 by and between Unified Government of Wyandotte County/Kansas City, Kansas, as lessor, and PQ, as amended.

2. Sale and Leaseback Transaction between Potters Industries, LLC and the Development Authority of Richmond County with respect to certain personal property located at 2511 Newsprint Road, Augusta, GA 30916 pursuant to the following documents:

    a. Bill of Sale and Assignment by Potters Industries, LLC to the Development Authority of Richmond County dated August 13, 2015.

    b. Rental Agreement by and between Potters Industries, LLC and the Development Authority of Richmond County dated as of August 1, 2015.

SCHEDULE 3.05

FEE OWNED REAL ESTATE ASSETS

- 1900 Columbus Avenue, Anderson, IN 46016-4531
- 2430 Dough Barnard Parkway, Augusta, GA 30916
- 1301 Fort Avenue, Baltimore, MD 21230-5299
- 1201 West Front Street, Chester, PA 19013-3496
- 1945 Delany Road, Gurnee, IL 60031-1204
- 1101 Quartz Rd, Clarksville, IN 47129, P.O.Box 669, Jeffersonville, IN 47130-0669
- 111 Ingalls Avenue, Joliet, Illinois 60435
- 340 East Grove Street, P.O. Box 410, Utica, IL 61373-0410
- 1400, 1440, 1444, 1630 & 1700 Kansas Avenue, Kansas City, KS 66105-1198
- 4000 Purdue Road, Pineville, LA 71360
- 2 Paddock Street, Avenel, NJ 07001-1898
- 8401 Quartz Avenue, South Gate, CA 90280-2598
- 4238 Geraldine Avenue, St. Louis, MO 63115-1291
- 820 Lufkin Road, Apex, NC 27502-0298
- 5650 Highway 279 N, Brownwood, TX 76801
- 350 North Baker Drive, P.O. Box 607, Canby, OR 97013
- Research & Development Center, 600 Industrial Road, Carlstadt, NJ 07072-1698
- 2380 West Third Street, Cleveland, OH 44113-2509
- 4665 Finance Way, Kingman, AZ 86402
- 4907 55th Avenue, West Progress Park, Muscatine, Iowa 52761
- 1601 19th Street, NW Paris, Texas 75460
- Reynolds Road, P.O. Box 697, Potsdam, NY 13676-0697
- 280 Cedar Grove Road, Conshohocken, PA 19428-2240
- 1301 Airline Highway, Baton Rouge, LA 70805
- 3439 Park Street, Baytown, TX 77520
- 20720 South Wilmington Avenue, Long Beach, CA 90810
- 2000 Michigan St., Hammond, IN 46320
- 8615 Manchester Street, Houston, TX 77012
- 100 Mococo Road, Martinez, CA 94553
- 4429 N. Suttle Road, Portland, OR 97217

SCHEDULE 3.13

SUBSIDIARIES

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
1.	PQ Corporation	Corporation	CPQ Midco I Corporation	100%
2.	Eco Services Operations Corp.	Corporation	PQ Corporation	100%
3.	PQ International Holdings Inc.	Corporation	PQ Corporation	100%
4.	Delpen Corporation	Corporation	PQ Corporation	100%
5.	Commercial Research Associations, Inc.	Corporation	PQ Corporation	100%
6.	PQ Asia Inc.	Corporation	PQ Corporation	100%
7.	PQ Export Company	Corporation	PQ Corporation	100%
8.	PQ International, Inc.	Corporation	PQ Corporation	100%
9.	Philadelphia Quartz Company	Corporation	PQ Corporation	100%
10.	PQ Systems Incorporated	Corporation	PQ Corporation	100%
11.	PQ Netherlands Holding LLC	N/A	PQ International Holdings, Inc.	100%
12.	PQ International C.V.	N/A	PQ Netherlands Holding LLC	1%
13.	PQ International C.V.	N/A	PQ International Holdings Inc.	99%
14.	PQ Netherlands Cooperative LLC	N/A	PQ International C.V.	100%
15.	PQ International Coöperatie U.A.	N/A	PQ International C.V.	99%
16.	PQ International Coöperatie U.A.	N/A	PQ Netherlands Cooperative LLC	1%
17.	PQ Acquisition B.V.	N/A	PQ International Coöperatie U.A.	100%
18.	PQ Silicas Brazil Ltda.	N/A	PQ International Coöperatie U.A.	0.1%
19.	PQ Silicas Brazil Ltda.	N/A	PQ Acquisition B.V.	99.9%
20.	PQ Canada Company	N/A	PQ Acquisition B.V.	100%
21.	PQ Silicas Asia Pacific Pte. Ltd.	N/A	PQ Acquisition B.V.	100%
22.	PQ Europe Coöperatie U.A.	N/A	PQ Acquisition B.V.	0.01%

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
23.	PQ Europe Coöperatie U.A.	N/A	PQ Canada Company	99.99%
24.	PQ Australia LLC	N/A	PQ Canada Company	100%
25.	NSL Australia Company	N/A	PQ Canada Company	100%
26.	NSL Canada Company	N/A	PQ Canada Company	100%
27.	National Silicates Partnership	N/A	NSL Canada Company	0.1%
28.	National Silicates Partnership	N/A	PQ Canada Company	99.9%
29.	PQ Europe ApS	N/A	PQ Europe Coöperatie U.A.	100%
30.	PQ Holdings I Limited	N/A	PQ Corporation	94.6%
31.	PQ Holdings I Limited	N/A	PQ Europe ApS	5.4%
32.	PQ Intermediate Limited	N/A	PQ Holdings I Limited	100%
33.	PQ Germany GmbH	N/A	PQ Intermediate Limited	27%
34.	PQ Germany GmbH	N/A	PQ Silicas B.V.	73%
35.	PT PQ Silicas Indonesia	N/A	PQ International Coöperatie U.A.	0.0161%
36.	PT PQ Silicas Indonesia	N/A	PQ Germany GmbH	99.9194%
37.	PQ Sweden A.B.	N/A	PQ Germany GmbH	100%
38.	PQ Finland Oy	N/A	PQ Germany GmbH	100%
39.	PQ Silicas Holdings South Africa Pty Ltd.	N/A	PQ Germany GmbH	100%
40.	PQ Silicas South Africa Pty Ltd.	N/A	PQ Silicas Holdings South Africa Pty Ltd.	100%
41.	PQ Silicas B.V.	N/A	PQ Europe ApS	100%
42.	PQ Zeolites B.V.	N/A	PQ Silicas B.V.	100%
43.	PQ Italy S.r.L.	N/A	PQ Silicas B.V.	100%
44.	PQ France S.A.S	N/A	PQ Silicas B.V.	100%
45.	PQ Silicas UK Limited	N/A	PQ Silicas B.V.	100%
46.	PQ Chemicals (Thailand) Ltd.	N/A	PQ Europe ApS	99.9%
47.	PQ Holdings Mexicana S.A. de C.V.	N/A	PQ Europe ApS	80%

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
48.	Silicatos y Derivados S.A. de C.V.	N/A	PQ Holdings Mexicana S.A. de C.V.	100%
49.	PQ China (Hong Kong) Limited	N/A	PQ International Holdings Inc.	.01%
50.	PQ China (Hong Kong) Limited	N/A	PQ Europe ApS	99.99%
51.	PQ Holdings Australia Pty Limited	N/A	PQ Europe ApS	100%
52.	PQ Australia Pty Limited	N/A	PQ Holdings Australia Pty Limited	100%
53.	Potters Holdings GP, Ltd.	Exempted company incorporated with limited liability	PQ Corporation	100%
54.	Potters Holdings, L.P.	Exempted limited partnership	Potters Holdings GP, Ltd.	0.01%
55.	Potters Holdings, L.P.	Exempted limited partnership	PQ Corporation	99.99%
56.	PQ Holdings II GP, LLC	N/A	Potters Holdings, L.P.	100%
57.	Potters Holdings II, L.P.	Limited partnership	Potters Holdings II GP, LLC	0.01%
58.	Potters Holdings II, L.P.	Limited partnership	Potters Holdings, L.P.	99.99%
59.	Potters Industries Holding, Inc.	Corporation	Potters Holdings II, L.P.	100%
60.	Potters Industries, LLC	Limited liability company	Potters Industries Holding, Inc.	0.05%
61.	Potters Industries, LLC	Limited liability company	Potters Holdings II, L.P.	99.95%
62.	SAJB Holding Company, LLC	Limited liability company	Potters Industries, LLC	100%
63.	Potters International Holdings S.á R.L.	Société à responsabilité limitée	Potters Holdings II, L.P.	100%
64.	Potters Ballotini SAS	N/A	Potters International Holdings S.á R.L.	100%
65.	Societe-Recyclage Produit Verrier Industriels SAS	N/A	Potters Ballotini SAS	100%
66.	Interminglass Holding Sp. z o.o.	N/A	Potters International Holdings S.á R.L..	100%
67.	Interminglass Sp. z o.o.	N/A	Interminglass Holding Sp. z o.o.	100%

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
68.	Potters (Thailand) Limited	N/A	Potters International Holdings S.á R.L.	74.9750%
69.	Potters Industries Acquisition Pty Ltd.	N/A	Potters International Holdings S.á R.L.	100%
70.	Potters Industries Pty. Ltd.	N/A	Potters Industries Acquisition Pty Ltd.	100%
71.	Potters Industrial Ltda.	N/A	Potters International Holdings S.á R.L.	99.99999%
72.	Potters Canada Holding Company	N/A	Potters International Holdings S.á R.L.	100%
73.	Potters Canada Holding II Company	N/A	Potters Canada Holding Company	100%
74.	PNA Partnership	N/A	Potters Canada Holding Company	99.99%
75.	PNA Partnership	N/A	Potters Holding II Company	0.01%
76.	Potters-Ballotini Co., Ltd.	N/A	Potters International Holdings S.á R.L.	100%
77.	Potters Nederland B.V.	N/A	Potters International Holdings S.á R.L.	100%
78.	Ballotini Panamericana S. de R.L. de C.V.	N/A	Potters International Holdings S.á R.L.	0.0410%
79.	Ballotini Panamericana S. de R.L. de C.V.	N/A	Potters Nederland BV	99.9589%
80.	Potters Ballotini Acquisition GmbH	N/A	Potters International Holdings S.á R.L.	100%
81.	Potters Ballotini GmbH	N/A	Potters Ballotini Acquisition GmbH	100%
82.	Potters-Ballotini Limited	N/A	Potters International Holdings S.á R.L..	100%
83.	Northern Cullet Limited	N/A	Potters-Ballotini Limited	100%

SCHEDULE 5.10

UNRESTRICTED SUBSIDIARIES

None.

SCHEDULE 6.01

EXISTING INDEBTEDNESS

1. Indebtedness secured by the Liens set forth on Schedule 6.02.
2. Loan from Mitsubishi UFJ Bank to Potters-Ballotini Co., Ltd., dated as of December 30, 2015, in the principal amount of ¥125,000,000.
3. Loan from Mizuho Bank to Potters-Ballotini Co., Ltd., dated as of February 29, 2016, in the principal amount of ¥50,000,000.
4. Loan from Mizuho Bank to Potters-Ballotini Co., Ltd., dated as of November 30, 2015 in the principal amount of ¥85,000,000.

SCHEDULE 6.02

EXISTING LIENS

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Rhodia Inc.	Delaware	2007 0581909	2/14/07	Air Liquide Industrial US LP	Vessel – Tomco Serial # 05492, 6 tons Vaporizer, Air Liquide Serial #024-00, Model # 1-949,0097, 24 KW
Rhodia Inc.	Delaware	2011 3991596	10/17/11	Terex Financial Services, Inc.	This filing covers the following properties, assets and rights of Debtor howsoever Debtor's interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise) (collectively the "Collateral"): (a) One (1) 2011 Terex RT 670, serial number 1T9RT600LBW160542 including, without limitation, any Equipment, motor vehicles, Inventory, Accessions or Fixtures comprising the same (collectively , the "Specified Goods") and any and all related software (embedded therein or otherwise) , general intangibles, instruments, documents of title , securities , or other property relating to the Specified Goods; (b) any and all replacements, renewals, repairs, tools, parts, additions, attachments , accessories, Accessions, substitutions , and enhancements to , or used *in* connection with, the property described *in* subsection (a) above now or *in* the future and all accounts, contract rights, general intangibles , instruments, chattel paper, rents, monies, payments, and all other rights, arising out of a sale, lease, rental or other disposition of the Specified Goods; (c) to the extent not listed above as original collateral, Proceeds and products, whether tangible or intangible, of any of the above-described property including Proceeds of insurance covering any or all of the above-described property, and any other tangible or intangible property or rights resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the Proceeds thereof. References to Proceeds do not authorize any sale, lease, transfer, or other disposition of Collateral by the Debtor. Capitalized terms used herein without definition in this Section or otherwise in this Financing Statement shall have the meaning ascribed thereto the Uniform Commercial Code as enacted in the respective state where filed.

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Eco Services Operations LLC	DE	#20122509562	6/28/2012	Banc of America Leasing & Capital, LLC	All materials, equipment to be installed or installed on Vessels RHA 2204 hull#9536 and RHA 1703 hull#2634
Eco Services Operations LLC	DE	#20150058213	12/30/2014	Banc of America Leasing & Capital, LLC	Vessels RHA 2204 hull#9536 and RHA 1703 hull#2634 including other equipment
Greenstar Allentown, LLC Additional Debtor: Potters Industries, LLC	DE	#20121736752	5/4/2012	U.S. Bank Equipment Finance, A Division of U.S. Bank National Association	Specific equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
P Q Corporation	PA	#31221440	1/31/2000	Dell Financial Services L.L.C.	Leased equipment
P Q Corporation	PA	#2004122302160	12/7/2004	Dell Financial Services L.L.C.	In lieu filing
Potters Industries Inc	NY	#200603025208807	3/2/2006	Dell Financial Services L.L.C.	In Lieu Financing Statement (leased collateral not described)
Potters Industries Inc	NY	#200603025208819	3/2/2006	Dell Financial Services L.L.C.	In Lieu Financing Statement (leased collateral not described)
Potters Industries Inc.	NY	#200806258259653	6/25/2008	Deere Credit, Inc.	John Deere wheel loader with extra set of tires and wheels
Potters Industries Inc.	NY	#201007218233139	7/21/2010	Deere Credit, Inc.	John Deere wheel loader
Potters Industries Inc.	NY	#201306208253323	6/20/2013	Deere Credit, Inc.	John Deere wheel loader

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Potters Industries Inc.	NY	#201402185163847	2/18/2014	De Lage Landen Financial Services, Inc.	Leased new forklifts
Potters Industries Inc.	NY	#201403045215118	3/4/2014	De Lage Landen Financial Services, Inc.	Leased/financed equipment
Potters Industries Inc.	DE	#51798165	6/10/2005	Air Liquide Industrial US LP	Specific equipment
Potters Industries, LLC	DE	#20113656025	9/23/2011	Deere Credit, Inc.	John Deere wheel loader
Potters Industries, LLC	DE	#20114421221	11/17/2011	Toyota Motor Credit Corporation	Two Toyota forklift
Potters Industries, LLC	DE	#20130235458	1/17/2013	Deere Credit, Inc.	John Deere wheel loader
Potters Industries, LLC	DE	#20130236043	1/17/2013	Deere Credit, Inc.	John Deere wheel loader

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Potters Industries, LLC	DE	#20130769381	2/27/2013	John Deere Construction & Forestry Company	John Deere wheel loader and bucket
Potters Industries, LLC	DE	#20131004341	3/5/2013	Toyota Motor Credit Corporation	Leased equipment
Potters Industries, LLC	DE	#20131472274	4/17/2013	Wells Fargo Bank, N.A.	Proterra Rider sweeper
Potters Industries, LLC	DE	#20134256674	10/24/2013	TX CDE V LLC	Fixture Filing on property located in Lamar County, TX
Potters Industries, LLC	DE	#20134820495	12/6/2013	Terex Financial Services, Inc.	Genie industries scissor lift and specific specified goods
Potters Industries, LLC	DE	#20140630871	2/18/2014	De Lage Landen Financial Services, Inc.	Leased forklifts

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Potters Industries, LLC	DE	#20142190809	6/5/2014	NMHG Financial Services, Inc.	Leased equipment
Potters Industries, LLC	DE	#20144117339	10/13/2014	Bank of The West	Leased Nissan inch forks
Potters Industries, LLC	DE	#20150068618	1/7/2015	U.S. Bank Equipment Finance, A Division of U.S. Bank National Association	Specific equipment
PQ Corporation	PA	#2009021703067	2/13/2009	Air Liquide Industrial U.S. LP	equipment
PQ Corporation	PA	#2011061605404	6/16/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2011070107221	7/1/2011	Toyota Motor Credit Corporation	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2011080402990	8/4/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2011082305477	8/23/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2011093007593	9/30/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012030904578	3/9/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012030904592	3/9/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012041009066	4/10/2012	Toyota Motor Credit Corporation	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2012051608513	5/16/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012051707234	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051707258	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051707688	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051801587	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051801599	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051801602	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2012052303520	5/23/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012061208404	6/12/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012062707465	6/27/2012	Toyota Motor Credit Corporation	Forklift
PQ Corporation	PA	#2012081606058	8/16/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012090606908	9/6/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012100206763	10/2/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012101906910	10/19/2012	Toyota Motor Credit Corporation	Forklift

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2012110209189	11/2/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013021303296	2/13/2013	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013030406966	3/4/2013	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2013030407069	3/4/2013	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013073103294	7/31/2013	U.S. Bank Equipment Finance, A Division of U.S. Bank National Association	copiers
PQ Corporation	PA	#2013080610438	8/5/2013	Toyota Motor Credit Corporation	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2013111902221	11/18/2013	De Lage Landen Financial Services, Inc.	Leased equipment
PQ Corporation	PA	#2014022002520	2/20/2014	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2014032000946	3/19/2014	Air Liquid Industrial US LP	equipment
PQ Corporation	PA	#2014050711680	5/7/2014	Toyota Motor Credit Corporation	forklift
PQ Corporation	PA	#2014120204541	12/2/2014	Toyota Motor Credit Corporation	forklift
PQ Corporation	PA	#2015022604554	2/26/2015	Toyota Motor Credit Corporation	forklift

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2015070203134	7/2/2015	Toyota Motor Credit Corporation	forklift
PQ Corporation	PA	#2015100101005	10/1/2015	Toyota Motor Credit Corporation	Forklift

SCHEDULE 6.06

EXISTING INVESTMENTS

1. 50% ownership of Zeolyst International by PQ Corporation.
2. 50% ownership of PQ Silicates Ltd. by PQ International Holdings Inc.
3. 50% ownership of Zeolyst CV by PQ Zeolites B.V.
4. 49% ownership of Quaker Chemicals South Africa Pty Ltd. by PQ Silicas Holdings South Africa Pty Ltd.

SCHEDULE 6.08

SALE AND LEASEBACK TRANSACTIONS

None.

SCHEDULE 9.01

BORROWER'S WEBSITE ADDRESS FOR ELECTRONIC DELIVERY

www.pqcorp.com

[FORM OF]
ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "**Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between **[Insert name of Assignor]** (the "**Assignor**") and **[Insert name of Assignee]** (the "**Assignee**"). [It is understood and agreed that the rights and obligations of [**the Assignors**][**the Assignees**][1] hereunder are several and not joint.][2] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit included in such facilities) and (ii) to the extent permitted to be assigned under applicable Requirements of Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "**Assigned Interest**"). In the case where the Assigned Interest covers all of the Assignor's rights and obligations under the Credit Agreement, the Assignor shall cease to be a party thereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 of the Credit Agreement with respect to facts and circumstances occurring on or prior to the Effective Date and subject to its obligations hereunder and under Section 9.13 of the Credit Agreement. Such sale and assignment is (i) subject to acceptance and recording thereof in the Register by the Administrative Agent pursuant to Section 9.05(b)(v) of the Credit Agreement, (ii) without recourse to the Assignor and (iii) except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: [•]

2. Assignee: [•]
[and is an Affiliate/Approved Fund of [identify Lender][3]]

3. Borrower: PQ Corporation

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1 Select as applicable.
2 Include bracketed language if there are either multiple Assignors or multiple Assignees.
3 Select as applicable.

4. Administrative Agent: Credit Suisse AG, Cayman Islands Branch, as administrative agent under the Credit Agreement

5. Credit Agreement: That certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Lenders.

6. Assigned Interest:

Aggregate Amount of Commitment/Loans	Class of Loans Assigned	Amount of Commitment/Loans Assigned[4]	Percentage Assigned of Commitment/Loans under Relevant Class[5]	CUSIP Number
$		$	%	
$		$	%	
$		$	%	

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

7. **THE PARTIES HERETO ACKNOWLEDGE THAT ANY ASSIGNMENT TO ANY DISQUALIFIED INSTITUTION WITHOUT OBTAINING THE REQUIRED CONSENT OF THE BORROWER OR, TO THE EXTENT THE BORROWER'S CONSENT IS REQUIRED UNDER SECTION 9.05 OF THE CREDIT AGREEMENT, TO ANY OTHER PERSON, SHALL BE NULL AND VOID, AND THE BORROWER SHALL BE ENTITLED TO SEEK SPECIFIC PERFORMANCE TO UNWIND ANY SUCH ASSIGNMENT IN ADDITION TO INJUNCTIVE RELIEF OR ANY OTHER REMEDIES AVAILABLE TO THE BORROWER AT LAW OR IN EQUITY.**

[Signature Page Follows]

4 Not to be less than (x) $1,000,000 in the case of Initial Term Loans, Additional Term Loans, Initial Term Commitments and Additional Term Commitments and (y) $5,000,000 in the case of Additional Revolving Loans or Additional Revolving Commitments unless the Borrower and the Administrative Agent otherwise consent.

5 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

☐ **ASSIGNEE HAS EXAMINED THE LIST OF DISQUALIFIED INSTITUTIONS AND (I) REPRESENTS AND WARRANTS THAT (A) IT IS NOT IDENTIFIED ON SUCH LIST AND (B) IT IS NOT AN AFFILIATE OF ANY INSTITUTION IDENTIFIED ON SUCH LIST [(OTHER THAN, IN THE CASE OF THIS CLAUSE (B), A BONA FIDE DEBT FUND)][6] AND (II) ACKNOWLEDGES THAT ANY ASSIGNMENT MADE TO AN AFFILIATE OF A DISQUALIFIED INSTITUTION (OTHER THAN A BONA FIDE DEBT FUND) SHALL BE SUBJECT TO SECTION 9.05 OF THE CREDIT AGREEMENT.**[7]

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

Consented to and Accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent[8]

By: _____
Name:
Title:

By: _____
Name:
Title:

6 Insert bracketed language if Assignee is a Bona Fide Debt Fund and not otherwise identified on the list of Disqualified Institutions.
7 To be completed by Assignee.
8 To be added only if the consent of the Administrative Agent is required.

[Consented to:][9]

PQ CORPORATION,
as Borrower

By: _____
Name:
Title:

9 To be added only if the consent of the Borrower is required by Section 9.05(b)(i)(A) of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. ***Representations and Warranties***.

1.1 ***Assignor***. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) its Commitment, and the outstanding balances of its Loans, in each case without giving effect to assignments thereof which have not become effective, are as set forth herein and (iv) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto (other than this Assignment and Assumption) or any collateral thereunder, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Holdings, the Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 ***Assignee***. The Assignee (a) represents and warrants that (i) it is an Eligible Assignee and has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder and (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) it has examined the list of Disqualified Institutions and it is not (A) a Disqualified Institution or (B) an Affiliate of a Disqualified Institution [(other than, in the case of this Clause (B), a Bona Fide Debt Fund)][10] and (vi) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to Section 2.17 of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

10 Insert bracketed language if Assignee is a Bona Fide Debt Fund and not otherwise identified on the list of Disqualified Institutions.

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

3. ***General Provisions***. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be construed in accordance with and governed by the laws of the State of New York.

[FORM OF]
AFFILIATED LENDER
ASSIGNMENT AND ASSUMPTION

This Affiliated Lender Assignment and Assumption (the "**Affiliated Lender Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between **[Insert name of Assignor]** (the "**Assignor**") and **[Insert name of Affiliated Lender]** (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth inAnnex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Affiliated Lender Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor's rights and obligations in its capacity as a Term Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable Requirements of Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Term Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "**Assigned Interest**"). In the case where the Assigned Interest covers all of the Assignor's rights and obligations under the Credit Agreement, the Assignor shall cease to be a party thereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 of the Credit Agreement with respect to facts and circumstances occurring on or prior to the Effective Date and subject to its obligations hereunder and under Section 9.13 of the Credit Agreement. Such sale and assignment is (i) subject to acceptance and recording thereof in the Register by the Administrative Agent pursuant to Section 9.05(b)(v) of the Credit Agreement, (ii) without recourse to the Assignor and (iii) except as expressly provided in this Affiliated Lender Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: [•]

2. Assignee: [•]

and is an Affiliated Lender **[that is a Non-Debt Fund Affiliate/the Borrower/Holdings or a subsidiary thereof]**.

3. Borrower: PQ Corporation

4. Administrative Agent: Credit Suisse AG, Cayman Islands Branch, as administrative agent under the Credit Agreement

5. Credit Agreement: That certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date

hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Lenders.

6. Assigned Interest:

Aggregate Amount of Commitment/Loans	Class of Loans Assigned	Amount of Commitment/Loans Assigned[11]	Percentage Assigned of Commitment/Loans under Relevant Class[12]	CUSIP Number
$		$	%	
$		$	%	
$		$	%	

7. THE PARTIES HERETO ACKNOWLEDGE THAT ANY ASSIGNMENT TO AN AFFILIATED LENDER WHICH RESULTS IN THE AGGREGATE PRINCIPAL AMOUNT OF TERM LOANS THEN HELD BY ALL AFFILIATED LENDERS EXCEEDING THE AFFILIATED LENDER CAP (AFTER GIVING EFFECT TO ANY SUBSTANTIALLY SIMULTANEOUS CANCELLATION OF TERM LOANS) SHALL BE NULL AND VOID WITH RESPECT TO THE AMOUNT IN EXCESS OF THE AFFILIATED LENDER CAP.

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

[Signature Page Follows]

11 Not to be less than (x) $1,000,000 in the case of Initial Term Loans, Additional Term Loans, Initial Term Commitments and Additional Term Commitments and (y) $5,000,000 in the case of Additional Revolving Loans or Additional Revolving Commitments unless the Borrower and the Administrative Agent otherwise consent.

12 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

The terms set forth in this Affiliated Lender Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[Consented to:][13]

PQ CORPORATION,
as Borrower

By: _____
Name:
Title:

13 To be added only if the consent of the Borrower is required by Section 9.05(b)(i)(A) of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION

1. ***Representations and Warranties***.

1.1 ***Assignor***. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) its Commitment in respect of Term Loans, and the outstanding balances of its Term Loans, in each case without giving effect to assignments thereof which have not become effective, are as set forth herein, and (iv) it has full power and authority, and has taken all action necessary, to execute and deliver this Affiliated Lender Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto (other than this Affiliated Lender Assignment and Assumption) or any collateral thereunder, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Holdings, the Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document. In connection with any Dutch Auction, the Assignor has acknowledged and agreed that in connection with this Affiliated Lender Assignment and Assumption, (1) the applicable Affiliated Lender or its Affiliates may have, and later may come into possession of, MNPI, (2) the Assignor has independently, without reliance on the applicable Affiliated Lender, the Investors, Holdings, the Borrower, any of their respective subsidiaries, the Administrative Agent, the Arrangers or any of their respective Affiliates, made its own analysis and determination to participate in such assignment notwithstanding the Assignor's lack of knowledge of the MNPI, (3) none of the applicable Affiliated Lenders, the Investors, Holdings, the Borrower, any of their respective subsidiaries, the Administrative Agent, the Arrangers or any of their respective Affiliates shall have any liability to the Assignor, and the Assignor hereby waives and releases, to the extent permitted by law, any claims it may have against the applicable Affiliated Lender, the Investors, Holdings, the Borrower, each of their respective subsidiaries, the Administrative Agent, the Arrangers and their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the MNPI and (4) the MNPI may not be available to the Administrative Agent, the Arrangers or the other Lenders.

1.2 ***Assignee***. The Assignee (a) represents and warrants that (i) it is an Affiliated Lender and has full power and authority, and has taken all action necessary, to execute and deliver this Affiliated Lender Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements referred to in Section 4.01(c) or delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Affiliated Lender Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) if it is a Foreign Lender, attached to the Affiliated Lender Assignment and Assumption is any documentation required to be delivered by it pursuant to Section 2.17 of the Credit Agreement, duly

completed and executed by the Assignee, (vi) after giving effect to this Affiliated Lender Assignment and Assumption and subject to the provisions of Section 9.05(g)(ii), the aggregate principal amount of all Initial Term Loans and Additional Term Loans then held by all Affiliated Lenders does not exceed the Affiliated Lender Cap (after giving effect to any substantially simultaneous cancellations thereof) and (vii) in the case of Holdings or any of its subsidiaries, (1) no Indebtedness incurred under any Additional Revolving Facility has been utilized to fund the purchase of the Assigned Interest, (2) no Default or Event of Default exists at the time of acceptance of bids for any Dutch Auction or the confirmation of any open market purchase and (3) the Term Loans in respect of such Assigned Interest shall, to the extent permitted by applicable Requirement of Law, be retired and cancelled immediately after the Effective Date; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent, by the terms thereof, together with such powers as are reasonably incidental thereto, and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. The Assignee agrees that, solely in its capacity as an Affiliated Lender, it will not be entitled to (a) attend (including by telephone) or participate in any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender or among Lenders to which the Loan Parties or their representatives are not invited or (b) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders, except to the extent such information or materials have been made available by the Administrative Agent or any Lender to any Loan Party or its representatives (and in any case, other than the right to receive notices of Borrowings, prepayments and other administrative notices in respect of its Initial Term Loans or Additional Term Loans required to be delivered to Lenders pursuant to Article 2 of the Credit Agreement).

2. ***Payments***. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (other than Assigned Interests assigned to Holdings, the Borrower or any of its Subsidiaries) (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. ***General Provisions***. This Affiliated Lender Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Affiliated Lender Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Affiliated Lender Assignment and Assumption by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Affiliated Lender Assignment and Assumption. This Affiliated Lender Assignment and Assumption shall be construed in accordance with and governed by the laws of the State of New York.

EXHIBIT B

[FORM OF]
BORROWING REQUEST

Credit Suisse AG, Cayman Islands Branch
Eleven Madison Avenue, 6th Floor
New York, New York 10010
Attention: Loan Operations – Agency Manager
Fax: (212)-322-2291
Email: agency.loanops@credit-suisse.com

[•] [•], 20[•][14]

Ladies and Gentlemen:

Reference is hereby made to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation, CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings unless otherwise defined herein.

The undersigned hereby gives you notice pursuant to Section 2.03 of the Credit Agreement that it requests the Borrowings under the Credit Agreement to be made on [•] [•], 20[•], and in that connection sets forth below the terms on which the Borrowings are requested to be made:

(A)	Borrower	**PQ Corporation**
(B)	Date of Borrowing (which shall be a Business Day)	[•]
(C)	Aggregate Amount of Borrowing[15]	$[•]
(D)	Type of Borrowing[16]	[•]
(E)	Class of Borrowing	[•]
(F)	Interest Period[17] (in the case of a LIBO Rate Borrowing)	[•]

14 The Administrative Agent must be notified in writing or by telephone (with such telephonic notification to be promptly confirmed in writing), which must be received by the Administrative Agent not later than 12:00 p.m. (i) three Business Days prior to the requested day of any Borrowing of LIBO Rate Loans (or one Business Day in the case of any Borrowing of LIBO Rate Loans to be made on the Closing Date) and (ii) on the requested date of any Borrowing of ABR Loans (or, in each case, such later time as shall be acceptable to the Administrative Agent); provided, however, that if the Borrower wishes to request LIBO Rate Loans having an Interest Period of other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice from the Borrower must be received by the Administrative Agent not later than 12:00 p.m. four Business Days prior to the requested date of such Borrowing, whereupon the Administrative Agent shall give prompt notice to the relevant Lenders of such request and determine whether the requested Interest Period is available by all the appropriate Lenders.

15 Subject to Section 2.02(c) of Credit Agreement.

16 State whether a LIBO Rate Borrowing or ABR Borrowing. If no Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing.

17 Must be a period contemplated by the definition of "Interest Period". If no Interest Period is specified, then the Interest Period shall be ofone-month's duration.

(G) Amount, Account Number and Location

Wire Transfer Instructions:

Amount	$[•]
Bank:	[•]
ABA No.:	[•]
Account No.:	[•]
Account Name:	[•]

[Signature Page Follows]

PQ CORPORATION

By: _____

Name:
Title:

EXHIBIT C

[FORM OF]
COMPLIANCE CERTIFICATE

[•] [•], 20[•]

To: The Administrative Agent and each of the Lenders parties to the Credit Agreement described below

This Compliance Certificate is furnished pursuant to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Credit Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, AS A RESPONSIBLE OFFICER OF THE BORROWER, IN SUCH CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY, THAT:

1. I am the duly elected [•] of the Borrower and a Responsible Officer of the Borrower;

2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and conditions of the Borrower and its Restricted Subsidiaries, on a consolidated basis, during the **[Fiscal Quarter]/[Fiscal Year]** covered by the attached financial statements;

3. **[The attached financial statements fairly present, in all material respects, in accordance with GAAP, the consolidated financial condition of the Borrower as at the dates indicated and its income and cash flows for the periods indicated, subject to the absence of footnotes and changes resulting from audit and normal year-end adjustments.]**[18]

4. **[Except as described in the disclosure set forth below, the|[The] examinations described in paragraph 2 did not disclose, and I have no knowledge of the existence of any condition or event which constitutes a Default or Event of Default that exists as of the date of this Compliance Certificate [and the disclosure set forth below specifies, in reasonable detail, the nature of any such condition or event and any action taken or proposed to be taken with respect thereto.]**

5. **[Schedule 1 attached hereto sets forth reasonably detailed calculations of Excess Cash Flow for such Fiscal Year.]**[19]

6. **[Attached as Schedule 2 hereto is a list of the subsidiaries of the Borrower that identifies each subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date hereof.] [There is no change in the list of Restricted Subsidiaries and Unrestricted Subsidiaries since the later of the Closing Date and the date of the last Compliance Certificate.]**

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18 Include to the extent the relevant Compliance Certificate is delivered in connection with unaudited quarterly financials.

19 Only required to the extent the relevant Compliance Certificate is delivered in connection with audited annual financial statements (commencing with the Fiscal Year ending December 31, 2017), it being agreed that the first payment under Section 2.11(b)(i) of the Credit Agreement, if any, shall be in respect of the Fiscal Year ending December 31, 2017.

7. **[Attached as Schedule 3 hereto are (i) a summary of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries from the attached financial statements and (ii) if the attached financial statements relate to any Parent Company, consolidating financial information summarizing in reasonable detail the information related to such Parent Company, on the one hand, and the information relating to the Borrower on a standalone basis, on the other hand.]**[20]

8. **[Attached hereto as Schedule 4 is the Narrative Report required to be delivered with the attached financial statements in accordance with Section 5.01(a) or (b) of the Credit Agreement, as applicable]**.

[The description below sets forth the exceptions to paragraph 4 by listing, in reasonable detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:]

[Signature Page Follows]

20 Only required if a subsidiary of the Borrower is or has been designated as an Unrestricted Subsidiary at the time of delivery of the applicable Compliance Certificate.

The foregoing certifications, together with the information set forth in the Schedules hereto and the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered as of the date first written above.

PQ CORPORATION

By: _____

Name:
Title:

SCHEDULE 1

Calculation of Excess Cash Flow

Schedule 1 to Exhibit C

SCHEDULE 2

List of Restricted Subsidiaries and Unrestricted Subsidiaries

Schedule 2 to Exhibit C

SCHEDULE 3

Summary of Pro Forma Adjustments/Consolidating Information

Schedule 3 to Exhibit C

SCHEDULE 4

Narrative Report

Schedule 4 to Exhibit C

EXHIBIT D

[FORM OF]

INTEREST ELECTION REQUEST

Credit Suisse AG, Cayman Islands Branch
Eleven Madison Avenue, 6th Floor
New York, New York 10010
Attention: Loan Operations – Agency Manager
Fax: (212)-322-2291
Email: agency.loanops@credit-suisse.com

[•] [•], 20[•][21]

Ladies and Gentlemen:

Reference is hereby made to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as as administrative agent and collateral agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings unless otherwise defined herein.

The undersigned hereby gives you notice pursuant to Section 2.08 of the Credit Agreement of an interest rate election, and in that connection sets forth below the terms thereof:

(A) [on **[insert applicable date]** (which is a Business Day), the undersigned will convert $[•][22] of the aggregate outstanding principal amount of the Term Loans, bearing interest at the **[ABR][LIBO]** Rate, into a **[LIBO][ABR]** Loan **[and, in the case of a LIBO Rate Loan, having an Interest Period of [•] month(s)**][23]**[; and][.]]**

(B) **[on [insert applicable date]** (which is a Business Day), the undersigned will continue $**[•]** of the aggregate outstanding principal amount of the Term Loans bearing interest at the LIBO Rate, as LIBO Rate Loans having an Interest Period of **[•]** month(s)[24].]

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21 The Administrative Agent must be notified in writing or by telephone (with such telephonic notification to be promptly confirmed in writing), which must be received by the Administrative Agent not later than 12:00 p.m. (i) three Business Days prior to the requested day of any conversion or continuation of LIBO Rate Loans (or one Business Day in the case of any conversion or continuation of LIBO Rate Loans on the Closing Date) and (ii) on the requested date of any conversion of any Borrowing to ABR Loans or any continuation of any Borrowing as ABR Loans (or, in each case, such later time as shall be acceptable to the Administrative Agent); provided, however, that if the Borrower wishes to request a conversion or continuation of LIBO Rate Loans with an Interest Period of other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice from the Borrower must be received by the Administrative Agent not later than 12:00 p.m. four Business Days prior to the requested date of such conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the appropriate Lenders of such request and determine whether the requested Interest Period is available by all the appropriate Lenders.

22 Subject to Section 2.02(c) of the Credit Agreement.

23 Must be a period contemplated by the definition of "Interest Period".

24 Must be a period contemplated by the definition of "Interest Period".

[Signature Page Follows]

PQ CORPORATION

By: _____

Name:
Title:

[FORM OF]
PERFECTION CERTIFICATE

PERFECTION CERTIFICATE

May 4, 2016

Reference is hereby made to (i) that certain Term Loan Credit Agreement, dated as of the date hereof (the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the lenders from time to time party thereto (the "**Term Lenders**") and **Credit Suisse AG, Cayman Islands Branch**, in its capacities as administrative agent and collateral agent for the Term Lenders (the "**Term Loan Agent**"), (ii) that certain **ABL Credit Agreement**, dated as of the date hereof (the "**ABL Credit Agreement**", and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the US Borrower, Holdings, the Canadian Borrowers from time party thereto, the European Borrowers from time to time party thereto, the lenders from time to time party thereto (the "**ABL Lenders**", and, together with the Term Lenders, the "**Lenders**") and **Citibank, N.A.**, in its capacities as administrative agent and collateral agent for the ABL Lenders (the "**ABL Agent**", and, together with the Term Loan Agent, the "**Agents**"), (iii) that certain Term Loan Pledge and Security Agreement, dated as of the date hereof (the "**Term Loan Security Agreement**"), by and among the Loan Parties (as defined in the Term Loan Credit Agreement) from time to time party thereto and the Term Loan Agent and (iv) that certain ABL Pledge and Security Agreement, dated as of the date hereof (the "**ABL Security Agreement**", and, together with the Term Loan Security Agreement, the "**Security Agreements**"), by and among the US Loan Parties (as defined in the ABL Credit Agreement) from time to time party thereto and the ABL Agent. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Security Agreements.

As used herein, the term "**Company**" means the US Borrower, Holdings and the other Grantors (as defined in the Security Agreements).

As of the date hereof, the undersigned hereby represents and warrants to the Agents as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective Organizational Documents filed with the Secretary of State of such Company's jurisdiction of organization is set forth in Schedule 1(a). Each Company is the type of entity disclosed next to its name in Schedule 1(a). Also set forth in Schedule 1(a) is the organizational identification number, if any, of each Company, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) Except as otherwise disclosed in Schedule 1(d), set forth in Schedule 1(b) hereto is any other name that any Company has used in the past five years, including on any filings with the Internal Revenue Service, together with the date of the relevant change.

(c) Set forth in Schedule 1(c) is a list of the information required by Section 1(a) of this certificate for any other Person (i) to which any Company became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Company, at any time within the past five years. Except as set forth in Schedule 1(d), or as otherwise disclosed in Schedule 1(c), no Company has changed its jurisdiction of organization or form of entity at any time during the past four months.

2. Locations. The chief executive office of each Company is currently located at the address disclosed next to such Company's name in Schedule 2(a) hereto. Except as disclosed on Schedule 2(b), no Company has changed its chief executive office within the past five years.

3. Stock Ownership and Other Equity Interests. Attached hereto as Schedule 3 is a true and correct list of all of the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests owned by any Company, the beneficial owners of such stock, partnership interests, membership interests or other equity interests and the percentage of the total issued and outstanding stock, partnership interests, membership interests or other equity interests of the relevant issuer represented thereby.

4. Instruments and Tangible Chattel Paper. Attached hereto as Schedule 4 is a true and correct list of all Instruments (other than checks to be deposited in the ordinary course of business) and Tangible Chattel Paper, in each case having a face amount exceeding $15,000,000, held by any Company as of the date hereof, including the names of the obligors, amounts owing and the due dates.

5. Intellectual Property. Attached hereto as Schedule 5(a) is a schedule setting forth all of each Company's United States Patents and United States Trademarks registered with (and applied for in) the United States Patent and Trademark Office (excluding, for the avoidance of doubt, any United States Patent or United States Trademark that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement, but including United States Trademarks that would constitute Collateral upon the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such United States Patent and United States Trademark. Attached hereto as Schedule 5(b) is a schedule setting forth all of each Company's Copyrights registered with (or applied for in) the United States Copyright Office (excluding, for the avoidance of doubt, any Copyright that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such Copyright.

6. Commercial Tort Claims. Attached hereto as Schedule 6 is a true and correct list of all Commercial Tort Claims with an individual value of at least $15,000,000 (as reasonably determined by the Borrower), held by any Company, including a brief description thereof.

7. Real Property. Attached hereto as Schedule 7 is a list of all real property owned by each Company located in the United States as of the Closing Date having a value in excess of $15,000,000 (such real property, the "Mortgaged Property").

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto signed this Perfection Certificate as of the date first written of above.

PQ CORPORATION

By: _____
Name:
Title:

[•]

By: _____
Name:
Title:

EXHIBIT F

[FORM OF]

PERFECTION CERTIFICATE SUPPLEMENT

[Insert date]

Reference is hereby made to (i) that certain Term Loan Credit Agreement, dated as of May 4, 2016 (the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the lenders from time to time party thereto (the "**Term Lenders**") and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Term Lenders (the "**Term Loan Agent**"), (ii) that certain ABL Credit Agreement, dated as of May 4, 2016 (the "**ABL Credit Agreement**", and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the US Borrower, Holdings, the other borrowers from time to time party thereto, the lenders from time to time party thereto (the "**ABL Lenders**", and, together with the Term Lenders, the "**Lenders**") and Citibank, N.A., in its capacities as administrative agent and collateral agent for the ABL Lenders (the "**ABL Agent**", and, together with the Term Loan Agent, the "**Agents**"), (iii) that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (the "**Term Loan Security Agreement**"), by and among the Loan Parties (as defined in the Term Loan Credit Agreement) from time to time party thereto and the Term Loan Agent, (iv) that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (the "**ABL Security Agreement**", and, together with the Term Loan Security Agreement, the "**Security Agreements**"), by and among the US Loan Parties (as defined in the ABL Credit Agreement) from time to time party thereto and the ABL Agent and (v) the Perfection Certificate, dated as of May 4, 2016 (as supplemented by any perfection certificate and/or perfection certificate supplement delivered prior to the date hereof, the "**Prior Perfection Certificate**"), executed by the US Loan Parties signatory thereto. Capitalized terms used but not defined herein have the meanings assigned to such terms in the relevant Security Agreement.

As used herein, the term "**Company**" means the US Borrower, Holdings and the other Grantors (as defined in the Security Agreements).

As of the date hereof, the undersigned hereby represents and warrants to the Agents as follows:

1. Names. Except as set forth on Schedule 1 hereto, (a) the exact legal name of each Company, as such name appears in its respective Organizational Documents filed with the Secretary of State of such Company's jurisdiction of organization is set forth in Schedule 1(a) to the Prior Perfection Certificate, (b) each Company is the type of entity disclosed next to its name in Schedule 1(a) to the Prior Perfection Certificate and (c) the organizational identification number, if any, of each Company, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company are set forth in Schedule 1(a) to the Prior Perfection Certificate.

(a) Except as otherwise disclosed in Schedule 1(d), set forth in Schedule 1(b) to the Prior Perfection Certificate is any other name that any Company has used in the past five years, including on any filings with the Internal Revenue Service, together with the date of the relevant change.

(b) Except as otherwise disclosed in Schedule 1(c), set forth in Schedule 1(c) to the Prior Perfection Certificate is a list of the information required by Section 1(a) of this certificate for any other Person (i) to which any Company became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Company, at any time within the past five years. Except as set forth in Schedule 1(d) to the Prior Perfection Certificate, or as otherwise disclosed in Schedule 1(c), no Company has changed its jurisdiction of organization or form of entity at any time during the past four months

2. Locations. Except as set forth on Schedule 2 hereto, the chief executive office of each Company is currently located at the addresses set forth in Schedule 2 to the Prior Perfection Certificate, and except as set forth on Schedule 2 to the Prior Perfection Certificate, no Company has changed its chief executive office within the past five years.

3. Stock Ownership and Other Equity Interests. Except as set forth on Schedule 3 hereto, Schedule 3 to the Prior Perfection Certificate sets forth a true and correct list of all of the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests owned by any Company constituting Pledged Stock, the beneficial owners of such stock, partnership interests, membership interests or other equity interests and the percentage of the total issued and outstanding stock, partnership interests, membership interests or other equity interests of the relevant issuer represented thereby.

4. Instruments and Tangible Chattel Paper. Except as set forth on Schedule 4 hereto, Schedule 4 to the Prior Perfection Certificate sets forth a true and correct list of all Instruments (other than checks to be deposited in the ordinary course of business) and Tangible Chattel Paper, in each case having a face amount exceeding $15,000,000, held by any Company as of the date hereof, including the names of the obligors, amounts owing and the due dates.

5. Intellectual Property. Except as set forth on Schedule 5(a) hereto, Schedule 5(a) to the Prior Perfection Certificate sets forth all of each Company's United States Patents and United States Trademarks registered with (and applied for in) the United States Patent and Trademark Office (excluding, for the avoidance of doubt, any United States Patent or United States Trademark that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement, but including United States Trademarks that would constitute Collateral upon the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such United States Patent and United States Trademark. Except as set forth on Schedule 5(b) hereto, Schedule 5(b) to the Prior Perfection Certificate sets forth all of each Company's Copyrights registered with (or applied for in) the United States Copyright Office (excluding, for the avoidance of doubt, any Copyright that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such Copyright.

6. Commercial Tort Claims. Except as set forth on Schedule 6 hereto, Schedule 6 to the Prior Perfection Certificate sets forth all Commercial Tort Claims with an individual value of at least $15,000,000 (as reasonably determined by the U.S. Borrower), held by any Company, including a brief description thereof.

7. Real Property. Except as set forth on Schedule 7 hereto, Schedule 7 to the Prior Perfection Certificate sets forth all real property owned by each Company located in the United States having a value in excess of $15,000,000.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Perfection Certificate as of the date first written of above.

[•]

By: _____
Name: [•]
Title: [•]

SCHEDULE 1(A)

LEGAL NAMES

Company	Jurisdiction	Type	Organizational Number	Federal Taxpayer Identification Number

SCHEDULE 1(B)

PRIOR ORGANIZATIONAL NAMES

Company	Prior Legal Name	Date of Change

SCHEDULE 1(C)

CHANGES IN CORPORATE IDENTITY

Company	Action	Legal Name of Predecessor Entity	Jurisdiction of Organization of Predecessor Entity	Date

SCHEDULE 1(D)

CHANGES IN JURISDICTION OR FORM

Company	Current Jurisdiction of Organization/Form	Prior Jurisdiction of Organization/Form	Date of Change

SCHEDULE 2

CHIEF EXECUTIVE OFFICES

Company	Address

SCHEDULE 3

PLEDGED STOCK

Issuer	Holder	Certificate No.	% of Issued and Outstanding

SCHEDULE 4

INSTRUMENTS AND TANGIBLE CHATTEL PAPER

1. Promissory Notes/Instruments:

Obligee	Obligor	Principal Amount	Maturity

2. Tangible Chattel Paper:

SCHEDULE 5(A) AND 5(B)

PATENTS, TRADEMARKS AND COPYRIGHTS

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

SCHEDULE 6

COMMERCIAL TORT CLAIMS

F-13

SCHEDULE 7

MORTGAGED PROPERTY

EXHIBIT G

[FORM OF]
PROMISSORY NOTE

$[•] New York, New York
[•] [•], 20[•]

FOR VALUE RECEIVED, the undersigned PQ Corporation, a Pennsylvania corporation ("**Borrower**"), hereby promises to pay on demand to [•] (the "**Lender**") or its registered permitted assign, at the office of Credit Suisse AG, Cayman Islands Branch ("**CS**") at Eleven Madison Avenue, 6th Floor New York, New York 10010, Term Loans in the principal amount of $[•] or such lesser amount as is outstanding from time to time, on the dates and in the amounts set forth in the Term Loan Credit Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among, Borrower, CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, CS, in its capacities as administrative agent and collateral agent for the Lenders. The Borrower also promises to pay interest from the date of such Loans on the principal amount thereof from time to time outstanding, in like Dollars, at such office, in each case, in the manner and at the rate or rates per annum and payable on the dates provided in the Credit Agreement. Terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on any overdue principal and, to the extent permitted by Requirements of Law, overdue interest from the relevant due dates, in each case, in the manner, at the rate or rates and under the circumstances provided in the Credit Agreement.

The Borrower hereby waives diligence, presentment, demand, protest and notice of any kind to the extent possible under any Requirements of Law. Thenon-exercise by the holder hereof of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

All Borrowings evidenced by this Promissory Note and all payments and prepayments of the principal hereof and interest hereon and the respective dates thereof shall be endorsed by the holder hereof on the schedules attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; provided, however, that the failure of the holder hereof to make such a notation or any error in such notation shall not affect the obligations of the Borrower under this Promissory Note.

This Promissory Note is one of the promissory notes referred to in the Credit Agreement that, among other things, contains provisions for the acceleration of the maturity hereof upon the happening of certain events, for optional and mandatory prepayment of the principal hereof prior to the maturity hereof and for the amendment or waiver of certain provisions of the Credit Agreement, all upon the terms and conditions therein specified. This Promissory Note is entitled to the benefit of the Credit Agreement, and the obligations hereunder are guaranteed and secured as provided therein and in the other Loan Documents referred to in the Credit Agreement.

If any assignment by the Lender holding this Promissory Note occurs after the date of the issuance hereof, the Lender agrees that it shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender this Promissory Note to the Administrative Agent for cancellation.

[Remainder of Page Intentionally Left Blank]

THE ASSIGNMENT OF THIS PROMISSORY NOTE AND ANY RIGHTS WITH RESPECT THERETO ARE SUBJECT TO THE PROVISIONS OF THE CREDIT AGREEMENT, INCLUDING THE PROVISIONS GOVERNING, THE REGISTER AND THE PARTICIPANT REGISTER.

THIS PROMISSORY NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

PQ CORPORATION

By: _____

Name:
Title:

SCHEDULE A

LOANS, CONVERSIONS AND REPAYMENTS OF ABR LOANS

Date	Amount of ABR Loans	Amount Converted to ABR Loans	Amount of Principal of ABR Loans Repaid	Amount of ABR Loans Converted to LIBO Rate Loans	Unpaid Principal Balance of ABR Loans	Notation Made By

SCHEDULE B

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF LIBO RATE LOANS

Date	Amount of LIBO Rate Loans	Amount Converted to LIBO Rate Loans	Interest Period and LIBO Rate with Respect Thereto	Amount of Principal of LIBO Rate Loans Repaid	Amount of LIBO Rate Loans Converted to ABR Loans	Unpaid Principal Balance of LIBO Rate Loans	Notation Made By

Schedule B to Note

[FORM OF]
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of [•] [•], 20[•], (this "**Agreement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of [**such**][**the**] Grantor, and regardless of where located (collectively, the "**Trademark Collateral**"):

A. all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all renewals of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof;

D. all rights to sue for past, present, and future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the Collateral excludes anyintent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

EXHIBIT A

[FORM OF]
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [•] [•], 20[•], this "**Trademark Security Agreement Supplement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of [•] [•], 20[•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Trademark Security Agreement**"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the [**such**][**the**] Grantor, and regardless of where located (collectively, the "**Additional Trademark Collateral**"):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all renewals of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof;

D. all rights to sue for past, present, and future infringements and dilutions of the Trademarks, including the right to settle suits involving claims and demands for royalties owing; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the Collateral excludes anyintent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

Exhibit A

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

EXHIBIT H-2

[FORM OF]
PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of [•] [•], 20[•] (this "**Agreement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "**Patent Collateral**"):

A. any and all patents and patent applications, including those patents and pending applications in the United States Patent and Trademark Office which are listed on Schedule I hereto;

B. all inventions described and claimed therein;

C. all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

D. all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof;

E. all rights to sue for past, present, and future infringements thereof; and

F. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

EXHIBIT A

[FORM OF]
PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of [•] [•], 20[•] (this "**Patent Security Agreement Supplement**"), among [•] ([**each, a**] [**the**] "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Patent Security Agreement, dated as of [•] [•], 20[•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Patent Security Agreement**"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Patent Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of [**such**][**the**] Grantor and regardless of where located (collectively, the "**Additional Patent Collateral**"):

A. the patents and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all inventions described and claimed therein;

C. all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

D. all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof;

E. all rights to sue for past, present, and future infringements thereof; and

F. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

Exhibit A

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

[FORM OF]
COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT is entered into as of [•] [•], 20[•] (this "**Agreement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by [**such**][**the**] Grantor and regardless of where located (collectively, the "**Copyright Collateral**"):

A. all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, including those copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule I;

B. all renewals of any of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due and/or payable under any of the Copyrights, including, without limitation, damages or payments for past or future infringements thereof;

D. the right to sue for past, present, and future infringements thereof; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

EXHIBIT A

[FORM OF]
COPYRIGHT SECURITY AGREEMENT SUPPLEMENT

This COPYRIGHT SECURITY AGREEMENT SUPPLEMENT is entered into as of [•] [•], 20[•] (this "**Copyright Security Agreement Supplement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), as Collateral Agent (the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation ("**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and CS, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Copyright Security Agreement, dated as of [•] [•], 20[•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Copyright Security Agreement**"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Copyright Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Copyright Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Copyright Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by [**such**][**the**] Grantor and regardless of where located (collectively, the "**Additional Copyright Collateral**"):

A. all copyrights and registrations and pending applications for registration in the United States Copyright Office listed on Schedule I hereto;

B. all renewals of any of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due and/or payable under any of the Copyrights, including, without limitation, damages or payments for past or future infringements thereof;

D. the right to sue for past, present, and future infringements thereof; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Copyright Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Copyright Security Agreement Supplement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

Exhibit A

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

[FORM OF]
GUARANTY AGREEMENT

[CIRCULATED SEPARATELY]

TERM LOAN GUARANTY

THIS TERM LOAN GUARANTY (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Loan Guaranty**") is entered into as of May 4, 2016, by and among CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), the Subsidiary Parties (as defined below) from time to time party hereto (Holdings, the Borrower and the Subsidiary Parties, collectively, the "**Loan Guarantors**") and Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent for the lenders party the Credit Agreement referred to below (in such capacity, the "**Administrative Agent**").

PRELIMINARY STATEMENT

Reference is hereby made to that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among, *inter alios*, Holdings, the Borrower, the Lenders (as defined below) and the Administrative Agent.

The Loan Guarantors are entering into this Loan Guaranty in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to guarantee the Secured Obligations.

Each Loan Guarantor will obtain benefits from the incurrence of Loans by the Borrower and the issuance of, and participation in, Letters of Credit for the account of the Borrower and its Restricted Subsidiaries and the incurrence by the Loan Parties of Secured Hedging Obligations and Banking Services Obligations.

ACCORDINGLY, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions of Certain Terms Used Herein. As used in this Loan Guaranty, in addition to the terms defined in the preamble and Preliminary Statement above, the following terms shall have the following meanings:

"**Accommodation Payments**" has the meaning assigned to such term in Section 2.09.

"**Administrative Agent**" has the meaning assigned to such term in the preamble.

"**Article**" means a numbered article of this Loan Guaranty, unless another document is specifically referenced.

"**Borrower**" means the "Borrower" under and as defined in the Credit Agreement.

"**Credit Agreement**" has the meaning assigned to such term in the Preliminary Statement.

"**Exhibit**" refers to a specific exhibit to this Loan Guaranty, unless another document is specifically referenced.

"**Guaranteed Obligations**" has the meaning assigned to such term in Section 2.01.

"**Guarantor Percentage**" has the meaning assigned to such term in Section 2.09(a).

"**Guaranty Supplement**" has the meaning assigned to such term in Section 3.04.

"**Holdings**" has the meaning assigned to such term in the preamble.

"**Lenders**" means the "Lenders" under and as defined in the Credit Agreement.

"**Loan Guarantors**" has the meaning assigned to such term in the preamble.

"**Loan Guaranty**" has the meaning assigned to such term in the preamble.

"**Maximum Liability**" has the meaning assigned to such term in Section 2.09(a).

"**Non-ECP Guarantor**" means each Loan Guarantor other than a Qualified ECP Guarantor.

"**Non-Paying Guarantor**" has the meaning assigned to such term in Section 2.09(a).

"**Obligated Party**" has the meaning assigned to such term in Section 2.02.

"**Paying Guarantor**" has the meaning assigned to such term in Section 2.09(a).

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, each Loan Guarantor that has total assets exceeding $10,000,000 at the time the relevant Loan Guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Restricted Subsidiary**" means the "Restricted Subsidiaries" under and as defined in the Credit Agreement.

"**Section**" means a numbered section of this Loan Guaranty, unless another document is specifically referenced.

"**subsidiary**" has the meaning assigned to such term in the Credit Agreement.

"**Subsidiary Parties**" means (a) the Restricted Subsidiaries of the Borrower identified on Exhibit A hereto and (b) each other Restricted Subsidiary that becomes a party to this Loan Guaranty as a Subsidiary Party after the date hereof, in accordance with Section 3.04 herein and Section 5.12(a) of the Credit Agreement.

"**UFCA**" has the meaning assigned to such term in Section 2.09(a).

"**UFTA**" has the meaning assigned to such term in Section 2.09(a).

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms used in this Loan Guaranty and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

ARTICLE 2
LOAN GUARANTY

Section 2.01. Guaranty. Except as otherwise provided for herein (including underSection 3.15), each Loan Guarantor hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the Administrative Agent (acting as agent for the Secured Parties, pursuant to Article 8 of the Credit Agreement) for the ratable benefit of the Secured Parties, the full and prompt payment and performance by each other Loan Guarantor, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (excluding, for the avoidance of doubt, any Excluded Swap Obligations), together with any and all expenses which may be incurred by the Administrative Agent and the other Secured Parties in collecting any of the Guaranteed Obligations that are reimbursable in accordance with Section 9.03 of the Credit Agreement (collectively the "**Guaranteed Obligations**"). Each Loan Guarantor further agrees that the Guaranteed Obligations may be increased, extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Loan Guarantor, unconditionally and irrevocably, promises to pay such Guaranteed Obligations, when due, to the Administrative Agent for the benefit of the Secured Parties. Each Loan Guarantor unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations whether or not due or payable by the Borrower upon the occurrence of any of the Events of Default specified in Sections 7.01(f) or 7.01(g) of the Credit Agreement and thereafter irrevocably and unconditionally promises to pay such Guaranteed Obligations to the Administrative Agent for the benefit of the Secured Parties. This Loan Guaranty is a continuing one and shall remain in full force and effect until the Termination Date, and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

Section 2.02. Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent or any Lender to sue the Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (the Borrower, each Loan Guarantor, each other guarantor or such other Person, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any Collateral securing all or any part of the Guaranteed Obligations. The Administrative Agent may enforce this Loan Guaranty at any time when an Event of Default exists.

Section 2.03. No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein (including underSection 3.15), the obligations of each Loan Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any other Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by the Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii)

any dissolution, termination or increase, decrease or change in personnel by the Borrower; or (ix) any payment made to any Secured Party on the Guaranteed Obligations which any such Secured Party repays to the Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Loan Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except for termination of a Loan Guarantor's obligations hereunder or as expressly permitted by Section 3.15, the obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any Requirements of Law purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any Loan Document or other agreement relating to the Guaranteed Obligations, or any increase in the amount thereof; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent with respect to any Collateral securing any part of the Guaranteed Obligations; (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 3.15); or (vi) the validity or enforceability of the Credit Agreement or any other Loan Document or any Secured Hedge Agreement or Banking Services Agreement, any of the Secured Obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by any Secured Party.

Section 2.04. Defenses Waived. To the fullest extent permitted by applicable Requirements of Law, and except for termination of a Loan Guarantor's obligations hereunder or as otherwise provided for herein (including under Section 3.15), each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Borrower or any other Loan Guarantor or arising out of the disability of the Borrower or any other Loan Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Guarantor. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein or in any other Loan Document, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Loan Guaranty and notices of the existence, creation or incurring of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right (except as may be required by applicable Requirements of Law and to the extent the relevant requirement cannot be waived) to require the Administrative Agent to (i) proceed against the Borrower, any other Loan Guarantor or any other party, (ii) proceed against or exhaust any security held from the Borrower, any other Loan Guarantor or any other party or (iii) pursue any other remedy in the Administrative Agent's power whatsoever. The Administrative Agent may, at its election and in accordance with the terms of the applicable Loan Documents, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, whether or

not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable Requirements of Law), accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any Collateral securing all or a part of the Guaranteed Obligations, and the Administrative Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations or any security thereof, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party or with respect to any security, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty, except as otherwise provided in Section 3.15. To the fullest extent permitted by applicable Requirements of Law, each Loan Guarantor waives any defense arising out of any such election even though such election may operate, pursuant to applicable Requirements of Law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

Section 2.05. Authorization. Each Loan Guarantor authorizes the Administrative Agent without notice or demand (except as may be required by applicable Requirements of Law and to the extent the relevant requirement cannot be waived), and without affecting or impairing its liability hereunder (except as set forth in Section 3.15), from time to time, subject to the terms of the referenced Loan Documents, to:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Loan Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against the Borrower, any other Loan Party or others or otherwise act or refrain from acting;

(d) release or substitute any endorser, any guarantor, the Borrower, any other Loan Party and/or any other obligor;

(e) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrower to its creditors other than the Secured Parties;

(f) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrower to the Secured Parties regardless of what liability or liabilities of the Borrower remain unpaid;

(g) consent to or waive any breach of, or any act, omission or default under, this Loan Guaranty, the Credit Agreement, any other Loan Document, any Hedge Agreement with respect to any Secured Hedging Obligation or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify or supplement this Loan Guaranty, the Credit Agreement, any other Loan Document, any Hedge Agreement with respect to any Secured Hedging Obligation or any of such other instruments or agreements; and/or

(h) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Loan Guarantors from their respective liabilities under this Loan Guaranty.

Section 2.06. Rights of Subrogation. No Loan Guarantor will assert, and each Loan Guarantor fully subordinates, any right, claim or cause of action, including a claim of subrogation, contribution or indemnification that it has against any Loan Party in respect of this Loan Guaranty until the occurrence of the Termination Date; provided that if any amount shall be paid to such Loan Guarantor on account of such subrogation rights at any time prior to the Termination Date, then unless such Loan Guarantor has already discharged its liabilities under this Loan Guaranty in an amount equal to such Loan Guarantor's Maximum Liability as of such date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Administrative Agent (for the benefit of the Secured Parties) to be credited and applied to the Guaranteed Obligations, whether matured or unmatured, in accordance with Section 2.18(b) of the Credit Agreement.

Section 2.07. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Loan Guarantors forthwith on demand by the Administrative Agent.

Section 2.08. Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that none of the Administrative Agent, any Lender or any other Secured Party shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

Section 2.09. Contribution; Subordination; Maximum Liability.

(a) In the event any Loan Guarantor (a "**Paying Guarantor**") makes any payment or payments under this Loan Guaranty or suffers any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Loan Guaranty (each such payment or loss, an "**Accommodation Payment**"), each other Loan Guarantor (each a "**Non-Paying Guarantor**") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's Guarantor Percentage of such Accommodation Payments by such Paying Guarantor. For purposes of this Section 2.09, each Non-Paying Guarantor's "**Guarantor Percentage**" with respect to any such Accommodation Payments by a Paying Guarantor shall be determined as of the date on which such Accommodation Payment was made by reference to the ratio of (a) such Non-Paying Guarantor's Maximum Liability as of such date to (b) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date. As of any date of determination, the "**Maximum Liability**" of each Loan Guarantor shall be equal to the maximum amount of liability which could be asserted against such Loan Guarantor hereunder and under the Credit Agreement without (i) rendering such Loan Guarantor "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent

Transfer Act ("**UFTA**") or Section 2 of the Uniform Fraud Conveyance Act ("**UFCA**"), (ii) leaving such Loan Guarantor with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA, or (iii) leaving such Loan Guarantor unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA. Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the Secured Obligations until the Termination Date. If, prior to the Termination Date, any such contribution payments are received by a Paying Guarantor at any time when an Event of Default exists, such contribution payments shall be collected, enforced and received by such Loan Guarantor as trustee for the Secured Parties and be paid over to the Administrative Agent on account of the Secured Obligations, but without affecting or impairing in any manner the liability of such Loan Guarantor under the other provisions of this Loan Guaranty. This provision is for the benefit of the Administrative Agent, the Lenders and the other Secured Parties.

(b) It is the desire and intent of the Loan Guarantors and the Secured Parties that this Loan Guaranty shall be enforced against the Loan Guarantors to the fullest extent permissible under the Requirements of Law and public policies applied in each jurisdiction in which enforcement is sought. The provisions of this Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, Federal or foreign bankruptcy, insolvency, reorganization or other Requirements of Law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Secured Parties, be automatically limited and reduced to such Loan Guarantor's Maximum Liability. Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Administrative Agent hereunder; provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

Section 2.10. Representations and Warranties. As and when required in accordance with the terms of the Credit Agreement, each Loan Guarantor hereby makes each representation and warranty made in the Loan Documents by Holdings and the Borrower with respect to such Loan Guarantor, as applicable, and each Loan Guarantor hereby further acknowledges and agrees with respect to itself that such Loan Guarantor has, independently and without reliance upon any Secured Party and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Loan Guaranty and each other Loan Document to which it is or is to be a party, and such Loan Guarantor has established adequate means of obtaining from each other Loan Guarantor on a continuing basis information pertaining to the business, condition (financial or otherwise), operations, performance, properties and prospects of each other Loan Guarantor.

Section 2.11. Covenants. Each Loan Guarantor covenants and agrees that until the Termination Date, such Loan Guarantor will perform and observe, and cause each of its Restricted Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents that the Borrower has agreed to cause such Loan Guarantor or such Restricted Subsidiary to perform or observe. Until the Termination Date, no Loan Guarantor shall, without the prior written consent of the Administrative Agent, commence or join with any other Person in commencing any

bankruptcy, reorganization or insolvency case or proceeding against the Borrower or any Loan Guarantor (it being understood and agreed, for the avoidance of doubt, that nothing in this Section 2.11 shall prohibit any Loan Guarantor from commencing or joining with the Borrower or Loan Guarantor as a co-debtor in any bankruptcy, reorganization or insolvency case or proceeding).

ARTICLE 3
GENERAL PROVISIONS

Section 3.01. Liability Cumulative. The liability of each Loan Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Loan Guarantor to the Administrative Agent and the Lenders under the Credit Agreement and the other Loan Documents to which such Loan Guarantor is a party or in respect of any obligations or liabilities of the other Loan Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 3.02. No Waiver; Amendments. No delay or omission of the Administrative Agent in exercising any right or remedy granted under this Loan Guaranty shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Loan Guaranty whatsoever shall be valid unless in writing signed by the Loan Guarantors and the Administrative Agent with the concurrence or at the direction of the Lenders to the extent required under and otherwise in accordance with Section 9.02 of the Credit Agreement and then only to the extent specifically set forth in such writing.

Section 3.03. Severability of Provisions. To the extent permitted by applicable Requirements of Law, any provision of this Loan Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions of this Loan Guaranty; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 3.04. Additional Subsidiaries. Certain Persons may be required to enter into this Loan Guaranty as a Loan Guarantor pursuant to and in accordance the Credit Agreement, including in accordance with Section 5.12(a) thereof. Upon execution and delivery by the Administrative Agent and such Person of an instrument in substantially the form of Exhibit B hereto (each, a "**Guaranty Supplement**"), such Person shall become a Loan Guarantor hereunder with the same force and effect as if originally named as a Loan Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other Loan Guarantor hereunder. The rights and obligations of each Loan Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Guarantor as a party to this Loan Guaranty.

Section 3.05. Headings. The titles of and section headings in this Loan Guaranty are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Loan Guaranty.

Section 3.06. Entire Agreement. This Loan Guaranty and the other Loan Documents constitute the entire agreement 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.

Section 3.07. CHOICE OF LAW. THIS LOAN GUARANTY AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LOAN GUARANTY, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.08. CONSENT TO JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LOAN GUARANTY AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENTS BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LOAN GUARANTY AND BROUGHT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(c) TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01 OF THE CREDIT AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS LOAN GUARANTY WILL AFFECT THE RIGHT OF ANY PARTY TO THIS LOAN GUARANTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 3.09. 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 SUIT, ACTION, LEGAL

PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN GUARANTY, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 LOAN GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 3.10. Indemnity. Each Loan Guarantor hereby agrees to indemnify the Administrative Agent and the other Indemnitees, as set forth in Section 9.03 of the Credit Agreement.

Section 3.11. Counterparts. This Loan Guaranty may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Loan Guaranty by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Loan Guaranty.

Section 3.12. [Reserved].

Section 3.13. Successors and Assigns. Whenever in this Loan Guaranty any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Loan Guarantor or the Administrative Agent that are contained in this Loan Guaranty shall bind and inure to the benefit of their respective successors and permitted assigns. Except in a transaction permitted under the Credit Agreement, no Loan Guarantor may assign any of its rights or obligations hereunder without the written consent of the Administrative Agent.

Section 3.14. Survival of Agreement. Without limitation of any provision of the Credit Agreement or Section 3.10 hereof, all covenants, agreements, indemnities, representations and warranties made by the Loan Guarantors in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Loan Guaranty or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such Lender or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Date, or with respect to any individual Loan Guarantor until such Loan Guarantor is otherwise released from its obligations under this Loan Guaranty in accordance with Section 3.15.

Section 3.15. Release of Loan Guarantors. A Loan Guarantor shall automatically be released from its obligations hereunder and its Loan Guaranty shall be automatically released in the circumstances described in the Credit Agreement, including Article 8 and Section 9.22 thereof. In connection with any such release, the Administrative Agent shall promptly execute and deliver to any Loan Guarantor, at such Loan Guarantor's expense, all documents that such Loan Guarantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 3.15 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents).

Section 3.16. Payments. All payments made by any Loan Guarantor hereunder will be made without setoff, counterclaim or other defense and on the same basis as payments are made by the Borrower under Sections 2.17 and 2.18 of the Credit Agreement.

Section 3.17. Notice, etc. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email, as follows:

(a) if to any Loan Guarantor, addressed to it in care of the Borrower at its address specified in Section 9.01 of the Credit Agreement;

(b) if to the Administrative Agent or any Lender, at its address specified in Section 9.01 of the Credit Agreement;

(c) if to any Secured Party in respect of any Secured Hedging Obligations, at its address specified in the Hedge Agreement to which it is a party; or

(d) if to any Secured Party in respect of any Banking Services Obligations, at its address specified in the relevant documentation to which it is a party.

Section 3.18. Set Off. In addition to any rights now or hereafter granted under applicable Requirements of Law and not by way of limitation of any such rights, while an Event of Default exists, the Administrative Agent, each Lender, each Issuing Bank and each of their respective Affiliates shall be entitled to rights of setoff to the extent provided in Section 9.09 of the Credit Agreement.

Section 3.19. Waiver of Consequential Damages, Etc. To the extent permitted by applicable Requirements of Law, none of the Loan Guarantors nor the Secured Parties shall assert, and each hereby waives, any claim against each other or any Related Party thereof, 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 Loan Guaranty or any agreement or instrument contemplated hereby, except, in the case of any claim by any Indemnitee against any of the Loan Guarantors, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 3.10.

Section 3.20. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each Non-ECP Guarantor to honor all of its obligations under this Loan Guaranty in respect of Swap Obligations that would otherwise be Excluded Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 3.20 for the maximum amount of such liability that can be hereby incurred, and otherwise subject to the limitations on the obligations of Loan Guarantors contained in this Loan Guaranty, without rendering its obligations under this Section 3.20, or otherwise under this Loan Guaranty, voidable under applicable Requirements of Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 3.20 shall remain in full force and effect until the Termination Date. This Section 3.20 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Non-ECP Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Loan Guarantor and the Administrative Agent have executed this Loan Guaranty as of the date first above written.

CPQ MIDCO I CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

PQ CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

COMMERCIAL RESEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY

By: _____
Name: Joseph S. Koscinski
Title: Vice President and Secretary

PQ INTERNATIONAL, INC.

By: _____
Name: Joseph S. Koscinski
Title: President and Secretary

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By: _____
Name: Joseph S. Koscinski
Title: Vice President, General Counsel and Secretary

POTTERS INDUSTRIES HOLDING, INC.

By: _____
Name: Joseph S. Koscinski
Title: Secretary

SAJB HOLDING COMPANY, LLC

By: _____
Name: Joseph S. Koscinski
Title: Treasurer, Chief Financial Officer and Vice President

POTTERS HOLDINGS II, L.P.

By: POTTERS HOLDINGS II GP, LLC, *its general partner*

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A
SUBSIDIARY PARTIES

Eco Services Operations Corp.
Delpen Corporation
Commercial Research Associates, Inc.
PQ Asia Inc.
PQ Export Company
PQ International, Inc.
Philadelphia Quartz Company
PQ Systems Incorporated
Potters Holdings II, L.P.
Potters Industries Holding, Inc.
Potters Industries, LLC
SAJB Holding Company, LLC

EXHIBIT B
JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "**Agreement**"), dated as of [•] [•], 20[•], is entered into among [•], a [•] (the "**New Subsidiary**"), and CREDIT SUISSSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (in such capacity, the "**Administrative Agent**") pursuant to that certain Term Loan Guaranty, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Guaranty**"), by and among CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), PQ Corporation, a Pennsylvania Corporation (the "**Borrower**"), the Subsidiary Parties from time to time party thereto (Holdings, the Borrower and the Subsidiary Parties, collectively, the "**Loan Guarantors**") and the Administrative Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Guaranty.

[Each] [The] New Subsidiary and the Administrative Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. [Each] [The] New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, [each] [the] New Subsidiary will be deemed to be a Loan Guarantor under the Loan Guaranty and a Loan Guarantor for all purposes of the Credit Agreement and shall have all of the rights, benefits, duties and obligations of a Loan Guarantor thereunder as if it had executed the Loan Guaranty. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Loan Guaranty. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary hereby absolutely and unconditionally guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Secured Parties, the prompt payment and performance by each other Loan Guarantor of the Guaranteed Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with the Loan Guaranty.

2. [Each] [The] New Subsidiary hereby waives acceptance by the Administrative Agent and the Secured Parties of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

3. [Each] [The] New Subsidiary hereby (x) makes, as of the date hereof, each representation and warranty set forth inSection 2.10 of the Loan Guaranty and (y) agrees to perform and observe, and to cause each of its Restricted Subsidiaries to perform and observe, the covenants set forth in Section 2.11 of the Loan Guaranty.

4. From and after the execution and delivery hereof by the parties hereto, this Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, [each] [the] New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Secured Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name:
Title:

Acknowledged and accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[FORM OF]
SECURITY AGREEMENT

[CIRCULATED SEPARATELY]

TERM LOAN PLEDGE AND SECURITY AGREEMENT

THIS TERM LOAN PLEDGE AND SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Security Agreement**") is entered into as of May 4, 2016, by and among PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiary Parties from time to time party hereto (Holdings, the Subsidiary Parties and the Borrower collectively, the "**Loan Parties**") and Credit Suisse AG, Cayman Islands Branch ("**CS**"), in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the "**Agent**").

PRELIMINARY STATEMENT

Holdings, the Borrower, the Agent, the Lenders (as defined below) and others are entering into that certain Term Loan Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). The Grantors are entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations, including their obligations under the Loan Guaranty, each Hedge Agreement the obligations under which constitute Secured Hedging Obligations and each agreement relating to Banking Services the obligations under which constitute Banking Services Obligations.

ACCORDINGLY, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Terms Defined in Credit Agreement.* All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction set forth in Section 1.03 of the Credit Agreement shall apply to this Security Agreement as if specifically incorporated herein, mutatis mutandis.

Section 1.02. *Terms Defined in UCC.* Terms defined in the UCC (as defined below) that are not otherwise defined in this Security Agreement or the Credit Agreement are used herein as defined in Articles 8 or 9 of the UCC, as the context may require (including without limitation, as if such terms were capitalized in Article 8 or 9 of the UCC, as the context may require, the following terms: "**Account**," "**Account Debtor**," "**Chattel Paper**," "**Commercial Tort Claim**," "**Commodities Account**," "**Deposit Accounts**," "**Document**," "**Electronic Chattel Paper**," "**Equipment**," "**Fixture**," "**General Intangible**," "**Goods**," "**Instruments**," "**Inventory**," "**Investment Property**," "**Letter-of-Credit Right**," "**Securities Account**," "**Securities Entitlement**," "**Security**," "**Supporting Obligation**," and "**Tangible Chattel Paper**").

Section 1.03. *Definitions of Certain Terms Used Herein.* As used in this Security Agreement, in addition to the terms defined in the preamble and the Preliminary Statement above, the following terms shall have the following meanings:

"**Agent**" has the meaning set forth in the preamble.

"**Article**" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"**Borrower**" has the meaning set forth in the preamble.

"**Collateral**" has the meaning set forth in Article 2.

"**Contract Rights**" means all rights of any Grantor under any Contract, including, without limitation, (i) any and all rights to receive and demand payments under such Contract, (ii) any and all rights to receive and compel performance under such Contract and (iii) any and all other rights, interests and claims now existing or in the future arising in connection with such Contract.

"**Contracts**" means all contracts between any Grantor and one or more additional parties (including, without limitation, any Hedge Agreement, licensing agreement and any partnership agreement, joint venture agreement and/or limited liability company agreement).

"**Control**" has the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"**Copyrights**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to all Copyrights (as such term is defined in the Credit Agreement).

"**Credit Agreement**" has the meaning set forth in the Preliminary Statement.

"**CS**" has the meaning set forth in the preamble.

"**Domain Names**" means all Internet domain names and associated URL addresses in or to which any Grantor now or hereafter has any right, title or interest.

"**Equity Rights**" means all dividends, cash, options, warrants, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Capital Stock constituting Collateral, any right to receive any Capital Stock constituting Collateral and any right to receive earnings, in which such Grantor now has or hereafter acquires any right, issued by an issuer of such Capital Stock.

"**Exhibit**" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"**Grantors**" means Holdings, the Borrower and each of the Subsidiary Parties.

"**Holdings**" has the meaning specified in the preamble.

"**Intellectual Property Collateral**" means collectively, all Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, Licenses and Software.

"**Intellectual Property Security Agreement Supplements**" means (a) a Trademark Security Agreement Supplement, (b) a Patent Security Agreement Supplement or (c) a Copyright Security Agreement Supplement, in each case, substantially in the form of Exhibit A to the relevant Intellectual Property Security Agreement, as applicable.

"**Lenders**" means the "Lenders" under and as defined in the Credit Agreement.

"**Licenses**" means, with respect to any Grantor, whether licensor or licensee, all of such Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements with respect to (1) Patents, (2) Copyrights, (3) Trademarks, (4) Trade Secrets or (5) Software, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"**Loan Parties**" has the meaning set forth in the preamble.

"**Money**" has the meaning set forth in Article 1 of the UCC.

"**Patents**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to all Patents (as such term is defined in the Credit Agreement).

"**Permits**" shall mean, all licenses, permits, rights, orders, variances, franchises or authorizations of or from any Governmental Authority.

"**Pledged Collateral**" means all Pledged Equity and Equity Rights, including all stock certificates, options or rights of any nature whatsoever in respect of the Pledged Equity or other Equity Rights that may be issued or granted to, or held by, any Grantor while this Security Agreement is in effect, all Instruments, Securities and other Investment Property owned by any Grantor, whether or not physically delivered to the Agent pursuant to this Security Agreement, whether now owned or hereafter acquired by such Grantor and any and all Proceeds thereof, but in any case, excluding any items constituting Excluded Assets.

"**Pledged Equity**" means, with respect to any Grantor, the shares of Capital Stock described in Schedule 3 to the Perfection Certificate as held by such Grantor, together with any other shares of Capital Stock hereafter acquired by such Grantor, excluding any items constituting Excluded Assets.

"**Proceeds**" has the meaning assigned in Article 9 of the UCC and, in any event, shall also include but not be limited to (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Agent or any Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any and all Equity Rights and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"**Receivables**" means any Account, Chattel Paper, Document, Investment Property, Instrument and/or any General Intangible, in each case, that is a right or claim to receive money or that is otherwise included as Collateral, but in any case, excluding any item constituting an Excluded Asset.

"**Section**" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"**Security Agreement**" has the meaning set forth in the preamble.

"**Software**" means computer programs, source code, object code and supporting documentation including "software" as such term is defined in Article 9 of the UCC, as well as computer programs that may be construed as included in the definition of Goods.

"**Subsidiary Parties**" means (a) the Subsidiaries of the Borrower party hereto on the Closing Date and (b) each Domestic Subsidiary that becomes a party to this Security Agreement after the date hereof in accordance with Section 7.10 hereof and Section 5.12 of the Credit Agreement.

"**Trade Secrets**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to the following: (a) confidential and proprietary information, including unpatented inventions, invention disclosures, engineering or other data, information, production procedures, know-how, financial data, customer lists, supplier lists, business and marketing plans, processes, schematics, algorithms, techniques, analyses, proposals, source code, and data collections; (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements or misappropriations thereof; (c) all rights to sue for past, present and future infringements or misappropriations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (d) all rights corresponding to any of the foregoing.

"**Trademarks**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to all Trademarks (as such term is defined in the Credit Agreement).

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York or such other jurisdiction as the context may require.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE 2
GRANT OF SECURITY INTEREST

Section 2.01. *Grant of Security Interest*. (a) As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which are collectively referred to as the "**Collateral**"), including:

(i) all Accounts;

(ii) all Chattel Paper (including, without limitation, all Tangible Chattel Paper and all Electronic Chattel Paper);

(iii) all Intellectual Property Collateral;

(iv) all Documents;

(v) all Equipment;

(vi) all Fixtures;

(vii) all General Intangibles;

(viii) all Goods;

(ix) all Instruments;

(x) all Inventory;

(xi) all Investment Property, Pledged Equity and other Pledged Collateral;

(xii) all Money, cash and cash equivalents;

(xiii) all letters of credit and Letter-of-Credit Rights;

(xiv) all Deposit Accounts, Securities Accounts, Commodities Accounts and all other demand, deposit, time, savings, cash management, passbook and similar accounts maintained by such Grantor with any bank or other financial institution and all monies, securities, Instruments and other investments deposited or required to be deposited in any of the foregoing;

(xv) all Securities Entitlements in any or all of the foregoing;

(xvi) all Commercial Tort Claims described on Schedule 6 to the Perfection Certificate (including any supplements to such schedule);

(xvii) all Permits;

(xviii) all Software and all recorded data of any kind or nature, regardless of the medium of recording;

(xix) all Contracts, together with all Contract Rights arising thereunder;

(xx) all other personal property not otherwise described in clauses (i) through (xix) above;

(xxi) all Supporting Obligations; and

(xxii) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and Guarantees given by any Person with respect to any of the foregoing.

(b) Notwithstanding the foregoing, the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect. For the avoidance of doubt, "Excluded Assets" shall not include any proceeds, products, substitutions or replacements of Excluded Assets (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Assets).

(c) For the avoidance of doubt, it is understood, agreed and intended by the parties hereto that, notwithstanding anything to the contrary herein or in any other Loan Document, (i) under no circumstance shall the Agent, any Lender or any Participant have recourse to more than 65% of the voting Capital Stock of any CFC and (ii) under no circumstance shall any CFC or any direct or indirect subsidiary of a CFC be a Guarantor under the Credit Agreement or under any Loan Document or in any other way be required to comply with the requirements set forth in clause (a) of the definition of "Collateral and Guarantee Requirement" in the Credit Agreement;

provided, that this clause (ii) shall not apply to any direct or indirect subsidiary of Potters LP or Potters GP that is a Guarantor as of the date hereof to the extent this clause would otherwise apply solely by reason of Potters LP or Potters GP becoming a CFC after the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

The Grantors, jointly and severally, represent and warrant to the Agent as and when required under the Credit Agreement, for the benefit of the Secured Parties, that:

Section 3.01. *Title, Perfection and Priority; Filing Collateral.* Subject to the Legal Reservations, this Security Agreement is effective to create a legal, valid and enforceable Lien on and security interest in the Collateral in favor of the Agent for the ratable benefit of the Secured Parties and, subject to satisfaction of the Perfection Requirements, the Agent will have a fully perfected first priority Lien (subject to Permitted Liens) on such Collateral.

Section 3.02. *Names, Type and Jurisdiction of Organization, Organizational and Identification Numbers.*

(a)(i) As of the Closing Date, the exact legal name of each Grantor, as such name appears in its respective Organizational Documents filed with the Secretary of State of such Grantor's jurisdiction of organization, is set forth in Schedule 1(a) to the Perfection Certificate and (ii) as of the Closing Date, each Grantor is the type of entity disclosed next to its name in Schedule 1(a) to the Perfection Certificate. Also, as of the Closing Date, set forth in Schedule 1(a) to the Perfection Certificate is the organizational identification number, if any, of each Grantor, the Federal Taxpayer Identification Number of each Grantor and the jurisdiction of organization of each Grantor.

(b) Except as otherwise disclosed in Schedule 1(c) to the Perfection Certificate, as of the Closing Date, set forth in Schedule 1(b) to the Perfection Certificate is any other legal name that any Grantor has had in the past five years, together with the date of the relevant change.

(c) As of the Closing Date, set forth in Schedule 1(c) to the Perfection Certificate is a list of the information required by Section 1(a) of the Perfection Certificate for any other Person (i) to which any Grantor became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Grantor, at any time within the four months preceding the Closing Date.

(d) As of the Closing Date, except as set forth in Schedule 1(d) to the Perfection Certificate or as otherwise disclosed in Schedule 1(c) to the Perfection Certificate, no Grantor has changed its jurisdiction of organization or form of entity at any time during the past four months.

Section 3.03. *Locations*. The address of each Grantor's chief executive office as of the Closing Date is accurately disclosed on Schedule 2 to the Perfection Certificate.

Section 3.04. *Intellectual Property.*

(a) As of the Closing Date, attached as Schedule 5(a) to the Perfection Certificate is a true, correct and complete schedule setting forth all of each Grantor's United States Patents issued by (and applied for in), and United States Trademarks registered with (and applied for in), the United States Patent and Trademark Office (excluding, for the avoidance of doubt, any Patent

or Trademark that has expired or been abandoned in the same manner as permitted in the Credit Agreement, but including United States Trademarks that would constitute Collateral upon the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including the name of the owner and patent number, the registration number (or, if applicable, the applicant and the application number) of each such United States Patent and United States Trademark.

(b) As of the Closing Date, attached asSchedule 5(b) to the Perfection Certificate is a schedule setting forth all of each Grantor's United States Copyrights registered with (or for which registration has been applied for in) the United States Copyright Office (excluding, for the avoidance of doubt, any Copyright that has expired or been abandoned in the same manner as permitted in the Credit Agreement), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such United States Copyright.

(c) Upon filing of appropriate financing statements with the Secretary of State (or equivalent office) of the state of organization of such Grantor and the filing of the applicable Intellectual Property Security Agreement with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, the Agent shall have a fully perfected first priority Lien (subject to Permitted Liens) on the Collateral constituting United States issued or registered Patents, Trademarks and Copyrights (and applications therefor) under the UCC and the laws of the United States for the ratable benefit of the Secured Parties, and such perfected security interests shall be enforceable as such as against any and all creditors of and purchasers from the Grantors, subject to the Legal Reservations.

(d) No Grantor is aware of (i) any third-party claim (A) that any of its owned Patent, Trademark or Copyright registrations or applications is invalid or unenforceable, or (B) challenging such Grantor's rights to such registrations and applications or (ii) any basis for such claims, other than, in each case, to the extent any such third-party claims would not reasonably be expected to have a Material Adverse Effect.

Section 3.05. *Pledged Collateral; Instruments and Chattel Paper*.

(a) As of the Closing Date, attached asSchedule 3 to the Perfection Certificate is a true and correct list of all of the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests owned by any Grantor constituting Pledged Equity, the beneficial owner of such stock, partnership interests, membership interests or other equity interests and the percentage of the total issued and outstanding stock, partnership interests, membership interests or other equity interests of the relevant issuer represented thereby.

(b) As of the Closing Date, attached asSchedule 4 to the Perfection Certificate is a true and correct list of all Instruments (other than checks to be deposited in the ordinary course of business) and Tangible Chattel Paper, in each case having a face amount exceeding $15,000,000, held by any Grantor as of the date of the Perfection Certificate, including the names of the obligors, amounts owing and due dates.

(c) (i) All Pledged Equity has been duly authorized and validly issued (to the extent such concepts are relevant with respect to such Pledged Collateral) by the issuer thereof and is fully paid and non-assessable, (ii) each Grantor is the direct owner, beneficially and of record, of the Pledged Equity described in Schedule 3 to the Perfection Certificate as held by such Grantor, (iii) each Grantor holds the Pledged Equity described inSchedule 3 to the Perfection Certificate as held by such Grantor free and clear of all Liens (other than Permitted Liens), (iv) with respect

to any certificates delivered to the Agent (or its bailee) representing Capital Stock, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the relevant Grantor has so informed the Agent and taken the necessary steps so that the Agent may perfect its security interest therein as a General Intangible and (v) as of the Closing Date, all certificates or instruments representing or evidencing the Pledged Collateral which are required to be delivered pursuant to Section 4.02 hereof have been delivered to the Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank and that the Agent has a perfected first priority (subject to Permitted Liens) security interest therein.

Section 3.06. *Commercial Tort Claims.* As of the Closing Date, attached as Schedule 6 to the Perfection Certificate is a true and correct list of all Commercial Tort Claims with an individual value (as reasonably estimated by the Borrower) in excess of $15,000,000, held by any Grantor, including a brief description thereof.

Section 3.07. *Recourse.* This Security Agreement is made with full recourse to each Grantor and pursuant to and upon all the warranties, representations, covenants and agreements on the part of such Grantor contained herein, in the Loan Documents and otherwise in writing in connection herewith and therewith.

ARTICLE 4
COVENANTS

From the date hereof, and thereafter until the Termination Date:

Section 4.01. *General*.

(a) *Authorization to File Financing Statements; Ratification.* Each Grantor hereby authorizes the Agent to file (A) all financing statements (including amendments and continuations thereto) with respect to the Collateral naming such Grantor as debtor and the Agent as secured party, in form appropriate for filing under the UCC of the relevant jurisdiction, (B) filings with the United States Patent and Trademark Office and the United States Copyright Office (including any Intellectual Property Security Agreement) for the purpose of perfecting, enforcing, maintaining or protecting the Lien of the Agent in United States issued, registered or applied for Patents, Trademarks and Copyrights and naming such Grantor as debtor and the Agent as secured party and (C) other documents and, subject to the terms of the Loan Documents, to take such other actions as may from time to time be reasonably requested by the Agent in order to establish and maintain a valid, enforceable (subject to the Legal Reservations) and perfected first priority (subject to Permitted Liens) security interest in and subject, in the case of Pledged Collateral, to Section 4.02 hereof, Control of, the Collateral. Each Grantor shall pay any applicable filing fees, recordation fees and related expenses relating to its Collateral in accordance with Section 9.03(a) of the Credit Agreement. Any financing statement filed by the Agent may be filed in any filing office in any applicable UCC jurisdiction and may (i) indicate the Collateral (A) as all assets of the applicable Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (B) by any other description which reasonably approximates the description contained in this Security Agreement and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) in each case to the extent applicable, whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of the relevant real property to which the Collateral relates. Each Grantor agrees to furnish any such information to the Agent promptly upon request.

(b) *Further Assurances.* Each Grantor agrees, at its own expense, to take any and all actions reasonably necessary to defend title to the Collateral against all Persons (other than Persons holding Permitted Liens on such Collateral that have priority over the Agent's Lien) and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien that is not a Permitted Lien.

(c) *Change of Name, Etc.* Following delivery of any notice required by Section 5.01(i) of the Credit Agreement, the relevant Grantor shall promptly prepare (and authorize the Agent to make) all filings required under the UCC or other applicable Requirements of Law and take all other actions reasonably requested by the Agent and deemed by the Agent to be necessary or reasonable and appropriate to ensure that the Agent shall continue at all times following such change to have a valid, legal, enforceable (subject to the Legal Reservations) and perfected first priority Lien in such Collateral (subject to Permitted Liens) for its benefit and the benefit of the other Secured Parties.

Section 4.02. *Pledged Collateral.*

(a) *Delivery of Certificated Securities, Tangible Chattel Paper, Instruments and Documents* Each Grantor will (i) on the Closing Date, deliver to the Agent for the benefit of the Secured Parties, the originals of all (x) certificated Securities and (y) Tangible Chattel Paper and Instruments, in each case under this clause (y), having a face amount in excess of $15,000,000, in each case underclauses (x) and (y), constituting Collateral owned by such Grantor as of the Closing Date, accompanied by undated instruments of transfer or assignment duly executed in blank, (ii) after the Closing Date, hold in trust for the Agent upon receipt and (x) if the event giving rise to the obligation under this Section 4.02(a) occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) of the Credit Agreement for the Fiscal Quarter in which the relevant event occurred or (y) if the event giving rise to the obligation under this Section 4.02(a) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in each of the cases of clauses (x) and (y), such longer period as the Agent may reasonably agree), deliver to the Agent for the benefit of the Secured Parties any (1) certificated Securities representing or evidencing Pledged Collateral and (2) Tangible Chattel Paper and Instruments (A) in each case under this clause (2), having an outstanding balance in excess of $15,000,000 and (B) in each case underclauses (1) and (2), constituting Collateral received after the date hereof, accompanied by undated instruments of transfer or assignment duly executed in blank and (iii) upon the occurrence and during the continuance of an Event of Default and upon the Agent's request, deliver to the Agent, and thereafter hold in trust for the Agent upon receipt and promptly deliver to the Agent any other Chattel Paper, Instrument or Document evidencing or constituting Collateral; provided that, notwithstanding anything to the contrary contained herein, no Grantor will be required to deliver to the Agent the original of any Instrument executed in connection with a NMTC Transaction.

(b) *Uncertificated Securities and Pledged Collateral.* With respect to any partnership interest or limited liability company interest owned by any Grantor required to be pledged to the Agent pursuant to the terms hereof (other than a partnership interest or limited liability company interest held by a Clearing Corporation, Securities Intermediary or other financial intermediary of any kind) which is not represented by a certificate and which is not a Security for purposes of the UCC, such Grantor shall not permit any issuer of such partnership

interest or limited liability company interest to (i) enter into any agreement with any Person, other than the Agent or any holder of a Permitted Lien, whereby such issuer effectively delivers "control" of such partnership interests or limited liability company interests (as applicable) under the UCC to such Person, or (ii) allow such partnership interests or limited liability company interests (as applicable) to become Securities unless such Grantor complies with the procedures set forth in Section 4.02(a) within the time period prescribed therein. Each Grantor which is an issuer of any uncertificated Pledged Collateral hereby agrees to comply with all instructions from the Agent without such Grantor's further consent, in each case subject to the notice requirements set forth in Section 5.01(a)(iv) hereof.

(c) *Registration in Nominee Name; Denominations.* The Agent, on behalf of the Secured Parties, shall hold certificated Pledged Collateral required to be delivered to the Agent under clause (a) above in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Agent, but at any time when an Event of Default exists and upon one Business Day notice to the Borrower, the Agent shall have the right (in its sole and absolute discretion) to hold the Pledged Collateral in its own name as pledgee, or in the name of its nominee (as pledgee or as sub-agent). At any time when an Event of Default exists, the Agent shall have the right to exchange the certificates representing Pledged Collateral for certificates of smaller or larger denominations for any purpose consistent with this Security Agreement.

(d) Exercise of Rights in Pledged Collateral. It is agreed that,

(i) without in any way limiting the foregoing and subject to clause (ii) below, each Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral for any purpose that does not violate this Security Agreement, the Credit Agreement or any other Loan Document;

(ii) each Grantor will permit the Agent or its nominee at any time at any time when an Event of Default exists to exercise the rights and remedies provided under Section 5.01(a)(iv) (subject to the notice requirements set forth therein); and

(iii) subject to Section 5.01(a)(iv), each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral; *provided* that any non-cash dividends or other distributions that would constitute Pledged Collateral, whether resulting from a subdivision, combination or reclassification of the outstanding Capital Stock of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall, to the extent constituting Collateral, be and become part of the Pledged Collateral, and, if received by any Grantor, shall be delivered to the Agent as and to the extent required by clause (a) above. So long as no Event of Default then exists, the Agent shall promptly deliver to the applicable Grantor (without recourse and without any representation or warranty) any Pledged Collateral in its possession if requested to be delivered to the issuer thereof in connection with any redemption or exchange of such Pledged Collateral permitted by the Credit Agreement in accordance with Article 8 of the Credit Agreement.

Section 4.03. *Intellectual Property.* (a) At any time when an Event of Default exists and upon the written request of the Agent, each Grantor will (i) use its commercially reasonable efforts to obtain all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any License held by such Grantor in the U.S. to enable the Agent to enforce the security interests granted

hereunder and (ii) to the extent required pursuant to any material License in the U.S. under which such Grantor is the licensee, deliver to the licensor thereunder any notice of the grant of security interest hereunder or such other notices required to be delivered thereunder in order to permit the security interest created or permitted to be created hereunder pursuant to the terms of such License.

(b) Each Grantor shall notify the Agent promptly if it knows or reasonably expects that any application for or registration of any Patent, Trademark, Domain Name, or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) abandoning such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, except, in each case, for Dispositions permitted under the Credit Agreement or where such occurrences individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(c) After the Closing Date, in the event that any Grantor (i) files an application for the registration or issuance of any Patent, Trademark or Copyright with the United States Patent and Trademark Office or the United States Copyright Office, (ii) acquires any such application, registration or issuance by purchase or assignment, or (iii) files a "Statement of Use" or an "Amendment to Allege Use" with respect to any intent-to-use trademark or service mark application owned by such Grantor, in each case that is not then subject to an Intellectual Property Security Agreement or Intellectual Property Security Agreement Supplement or, with respect to clause (ii), other than as a result of an application that is then subject to an Intellectual Property Security Agreement or Intellectual Property Security Agreement supplement becoming registered, it shall, (i) if the event giving rise to the obligation under this Section 4.03(c) occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) of the Credit Agreement for the Fiscal Quarter in which the relevant event occurred or (ii) if the event giving rise to the obligation under this Section 4.03(c) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in the case of each of clauses (i) and (ii), such longer period as the Agent may reasonably agree), execute and deliver to the Agent, at such Grantor's sole cost and expense, any Intellectual Property Security Agreement or Intellectual Property Security Agreement Supplement, as applicable, or any other instrument as the Agent may reasonably request required to evidence the Agent's security interest in such registered Patent, Trademark or Copyright (or application therefor), and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Each Grantor shall take all actions necessary or reasonably requested by the Agent to maintain and pursue each application and to obtain and maintain the registration of each Patent, Trademark, Domain Name and Copyright that constitutes Collateral (now or hereafter existing), including by filing applications for renewal, affidavits of use, affidavits of noncontestability and, if consistent with good business judgment, by initiating opposition and interference and cancellation proceedings against third parties, maintain and protect the secrecy or confidentiality of its Trade Secrets and otherwise protect and preserve such Grantor's rights in, and the validity or enforceability of, its Intellectual Property Collateral, in each case except where failure to do so (i) could not reasonably be expected to result in a Material Adverse Effect, or (ii) is otherwise permitted under the Credit Agreement.

(e) Each Grantor shall promptly notify the Agent of any material infringement or misappropriation of such Grantor's Patents, Trademarks, Copyrights or Trade Secrets of which it becomes aware and shall take such actions as are reasonable and appropriate under the circumstances to protect such Patent, Trademark, Copyright or Trade Secret, except where such infringement, misappropriation or dilution could not reasonably be expected to cause a Material Adverse Effect.

Section 4.04. *Commercial Tort Claims.* After the Closing Date, (i) if the event giving rise to the obligation under thisSection 4.04 occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) of the Credit Agreement for the Fiscal Quarter in which the relevant event occurred or (ii) if the event giving rise to the obligation under this Section 4.04 occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in each of the cases of clauses (i) and (ii), such longer period as the Agent may reasonably agree), each relevant Grantor shall notify the Agent of any Commercial Tort Claim with an individual value (as reasonably estimated by the Borrower) in excess of $15,000,000 acquired by it, together with an update to Schedule 6 to the Perfection Certificate describing the details thereof, and such Commercial Tort Claim (and the Proceeds thereof) shall automatically constitute Collateral, all upon the terms of this Security Agreement.

Section 4.05. *Insurance*. Except to the extent otherwise permitted to be retained by any Grantor or applied by any Grantor pursuant to the terms of the Loan Documents, the Agent shall, at the time any proceeds of any insurance are distributed to the Secured Parties, apply such proceeds in accordance with Section 5.04 hereof. Each Grantor assumes all liability and responsibility in connection with the Collateral acquired by it, and the liability of such Grantor to pay the Secured Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Grantor.

Section 4.06. *Grantors Remain Liable Under Contracts.* Each Grantor (rather than the Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under any Contract relating to the Collateral, all in accordance with the terms and conditions thereof. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Security Agreement or the receipt by the Agent or any other Secured Party of any payment relating to such Contract pursuant hereto, nor shall the Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or sufficiency of any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

Section 4.07. *Grantors Remain Liable Under Accounts.* Notwithstanding anything herein to the contrary, the Grantors shall remain liable under each of the Accounts to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to such Accounts. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Agent or any other Secured Party of any payment relating to such Account pursuant hereto, nor shall the Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by them or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

ARTICLE 5
REMEDIES

Section 5.01. *Remedies*. (a) Each Grantor agrees that, at any time when an Event of Default exists, the Agent may exercise any or all of the following rights and remedies (in addition to the rights and remedies existing under applicable Requirements of Law or in equity):

(i) the rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document;*provided* that this Section 5.01(a) shall not limit any rights available to the Agent prior to an Event of Default;

(ii) the rights and remedies available to a secured party under the UCC of each relevant jurisdiction (whether or not the UCC applies to the affected Collateral) or under any other applicable Requirements of Law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' Lien) when a debtor is in default under a security agreement;

(iii) without notice (except as required by law), demand or advertisement of any kind to any Grantor or any other Person, personally, or by agents or attorneys, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at one or more public or private sales (which sales may be adjourned or continued from time to time with or without notice and may take place at such Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Agent may deem commercially reasonable;

(iv) upon one Business Day written notice to any Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Agent was the outright owner thereof; and

(v) to take possession of the Collateral or any part thereof, by directing such Grantor in writing to deliver the same to the Agent at any reasonable place or places designated by the Agent, in which event such Grantor shall at its own expense:

(1) forthwith cause the same to be moved to the place or places so designated by the Agent and there delivered to the Agent;

(2) store and keep any Collateral so delivered to the Agent at such place or places pending further action by the Agent; and

(3) while the Collateral shall be so stored and kept, provide such security and maintenance services as shall be reasonably necessary to protect the same and to preserve and maintain it in good condition.

(b) Each Grantor acknowledges and agrees that compliance by the Agent, on behalf of the Secured Parties, with any applicable state or federal law requirements in connection with a disposition of the Collateral will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Agent shall have the right in any public sale and, to the extent permitted by law, in any private sale, to purchase for the benefit of the Agent and the Secured Parties, all or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption each Grantor hereby expressly releases.

(d) Until the Agent is able to effect a sale, lease, transfer or other disposition of any particular Collateral under this Section 5.01, the Agent shall have the right to hold or use such Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving such Collateral or the value of such Collateral, or for any other purpose deemed reasonably appropriate by the Agent. At any time when an Event of Default exists, the Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Agent's remedies (for the benefit of the Agent and Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Notwithstanding the foregoing, the Agent shall not be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, the Grantors, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect Guarantee thereof, (ii) marshal the Collateral or any Guarantee of the Secured Obligations or to resort to the Collateral or any such Guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(f) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that no such private sale shall be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of any Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if any Grantor and the issuer would agree to do so.

Section 5.02. *Grantors' Obligations Upon Default.* Upon the request of the Agent at any time when an Event of Default exists, each Grantor will:

(a) at its own cost and expense (i) assemble and make available to the Agent, the Collateral and all books and records relating thereto at any place or places reasonably specified by the Agent, whether at such Grantor's premises or elsewhere, (ii) deliver all tangible evidence of its Accounts and Contract Rights (including, without limitation, all documents evidencing the Accounts and all Contracts) and such books and records to the Agent or to its representatives (copies of which evidence and books and records may be retained by such Grantor) and (iii) if the Agent so directs and in a form and in a manner reasonably satisfactory to the Agent, legend the Accounts and the Contracts, as well as books, records and documents (if any) of such Grantor evidencing or pertaining to such Accounts and Contracts with an appropriate reference to the fact that such Accounts and Contracts have been assigned to the Agent and that the Agent has a security interest therein; and

(b) permit the Agent and/or its representatives and/or agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay any Grantor for such use and occupancy.

Section 5.03. *Intellectual Property Remedies*. (a) For the purpose of enabling the Agent to exercise the rights and remedies under this Article 5 at any time when an Event of Default exists and at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent a power of attorney to sign any document which may be required by the United States Patent and Trademark Office, the United States Copyright Office or similar registrar or domain name registrar in order to effect an absolute assignment of all right, title and interest in each registered Patent, Trademark, Domain Name and Copyright and each application for any such registration, and record the same. At any time when an Event of Default exists, the Agent may (i) declare the entire right, title and interest of such Grantor in and to each item of Intellectual Property Collateral to be vested in the Agent for the benefit of the Secured Parties, in which event such right, title and interest shall immediately vest in the Agent for the benefit of the Secured Parties, and the Agent shall be entitled to exercise the power of attorney referred to in this Section 5.03 to execute, cause to be acknowledged and notarized and record such absolute assignment with the applicable agency or registrar; (ii) sell any Grantor's Inventory directly to any Person, including without limitation Persons who have previously purchased any Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Security Agreement and subject to any restrictions contained in applicable third party licenses entered into by such Grantor, sell Inventory which bears any Trademark owned by or licensed to any Grantor and any Inventory that is covered by any Intellectual Property Collateral owned by or licensed to any Grantor, and the Agent may finish any work in process and affix any relevant Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein; (iii) direct such Grantor to refrain, in which event such Grantor shall refrain, from using any Intellectual Property Collateral in any manner whatsoever, directly or indirectly; and (iv) assign or sell any Intellectual Property Collateral, as well as the goodwill of such Grantor's business symbolized by any such Trademark and the right to carry on the business and use the assets of such Grantor in connection with which any such Trademark or Domain Name has been used.

(b) For the purpose of enabling the Agent to exercise the rights and remedies under this Article 5 at any time when an Event of Default exists and is continuing and at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent, to the extent it has the right to do so, an irrevocable (until the Termination Date), nonexclusive, royalty-free, world-wide license to use, license or sublicense any Intellectual Property Collateral now owned or licensed, or hereafter acquired or licensed by such Grantor, wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and (to the extent not prohibited by any applicable license) to all computer software and programs used for compilation or printout thereof. The use of the license granted to the Agent pursuant to the preceding sentence may be exercised, at the option of the Agent, only when an Event of Default exists; provided that, any license, sublicense or other transaction entered into by the Agent in accordance with this clause (b) shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default.

Section 5.04. *Application of Proceeds*. (a) The Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral, as well as any Collateral consisting of Cash, as set forth in Section 2.18(b) of the Credit Agreement.

(b) Except as otherwise provided herein or in any other Loan Document, the Agent shall have absolute discretion as to the time of application of any such proceeds, money or balance in accordance with this Security Agreement. Upon any sale of Collateral by the Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), a receipt by the Agent or of the officer making the sale of such proceeds, moneys or balances shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or such officer or be answerable in any way for the misapplication thereof. It is understood that the Grantors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

ARTICLE 6
ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

Section 6.01. *Account Verification*. The Agent may at any time and from time to time when an Event of Default exists, in the Agent's own name, in the name of a nominee of the Agent, or in the name of any Grantor, communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of such Grantor, parties to Contracts with such Grantor and obligors in respect of Instruments of such Grantor to verify with such Persons, to the Agent's reasonable satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Contracts, Instruments, Chattel Paper, payment intangibles and/or other Receivables that constitute Collateral.

Section 6.02. *Receivables*. The Agent hereby authorizes each Grantor to collect such Grantor's Receivables and each Grantor hereby agrees to continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation in respect thereof and diligently exercise each material right it may have under any Receivable and any such Supporting Obligation, in each case, at its own expense consistent with its reasonable business judgment; provided, however, that the Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall forthwith (and, in any event, within two (2) Business Days) be deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Agent, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

Section 6.03. *Authorization for the Agent to Take Certain Action*. (a) Each Grantor hereby irrevocably authorizes the Agent and appoints the Agent (and all officers, employees or agents designated by the Agent) as its true and lawful attorney in fact (i) at any time and from time to time in its sole discretion (A) to execute (to the extent necessary under the law of the applicable jurisdiction) on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Agent's reasonable discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (B) to file a carbon, photographic or other reproduction of this Security Agreement as a financing statement and to file any amendment of a financing statement with respect to the Collateral (which would not add new collateral or add a debtor, except as otherwise provided for herein or in any other Loan Document) in such offices as the Agent in its reasonable discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, and (C) to contact and enter into one or more agreements with the issuers of uncertificated securities that constitute Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Agent Control over such Pledged Collateral in accordance with

the terms hereof; (ii) at any time when an Event of Default exists in the sole discretion of the Agent (in the name of such Grantor or otherwise), (A) to endorse and collect any cash proceeds of the Collateral and to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided herein or in the Credit Agreement or any other Loan Document, (B) to demand payment or enforce payment of any Receivable in the name of the Agent or such Grantor and to endorse any check, draft and/or any other instrument for the payment of money relating to any such Receivable, (C) to sign such Grantor's name on any invoice or bill of lading relating to any Receivable, any draft against any Account Debtor of such Grantor, and/or any assignment and/or verification of any Receivable, (D) to exercise all of any Grantor's rights and remedies with respect to the collection of any Receivable and any other Collateral, (E) to settle, adjust, compromise, extend or renew any Receivable, (F) to settle, adjust or compromise any legal proceedings brought to collect any Receivable, (G) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (H) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any Receivable, (I) to change the address for delivery of mail addressed to such Grantor to such address as the Agent may designate and to receive, open and dispose of all mail addressed to such Grantor (provided copies of such mail are provided to such Grantor), (J) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for Permitted Liens), (K) to make, settle and adjust claims in respect of Collateral under policies of insurance and endorse the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance, (L) to make all determinations and decisions with respect thereto and (M) to obtain or maintain the policies of insurance of the types referred to in Section 5.05 of the Credit Agreement or to pay any premium in whole or in part relating thereto; and (iii) to do all other acts and things or institute any proceedings which the Agent may reasonably deem to be necessary or advisable (pursuant to this Security Agreement and the other Loan Documents and in accordance with applicable law) to carry out the terms of this Security Agreement and to protect the interests of the Secured Parties; and, when and to the extent required pursuant to Section 9.03(a) of the Credit Agreement, such Grantor agrees to reimburse the Agent for any payment made in connection with this paragraph or any expense (including attorneys' fees, court costs and expenses) and other charges related thereto incurred by the Agent in connection with any of the foregoing (it being understood that any such sums shall constitute additional Secured Obligations); *provided* that, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of such attorney or designee are hereby ratified and approved by each Grantor. The powers conferred on the Agent, for the benefit of the Agent and Secured Parties, under this Section 6.02 are solely to protect the Agent's interests in the Collateral and shall not impose any duty upon the Agent or any Secured Party to exercise any such powers.

Section 6.04. *PROXY.* EACH GRANTOR HEREBY IRREVOCABLY (UNTIL THE TERMINATION DATE) CONSTITUTES AND APPOINTS THE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.02 ABOVE) WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), IN EACH CASE ONLY WHEN AN EVENT OF DEFAULT EXISTS AND UPON ONE BUSINESS DAY PRIOR WRITTEN NOTICE TO THE BORROWER.

Section 6.05. *NATURE OF APPOINTMENT; LIMITATION OF DUTY.* THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE 6 IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 7.12. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE AGENT, NOR ANY SECURED PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT TO THE EXTENT SUCH DAMAGES ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PERSON AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL AND NON-APPEALABLE DECISION SUBJECT TO SECTION 7.19 HEREOF; *PROVIDED*, THAT THE FOREGOING EXCEPTION SHALL NOT BE CONSTRUED TO OBLIGATE THE AGENT TO TAKE OR REFRAIN FROM TAKING ANY ACTION WITH RESPECT TO THE COLLATERAL.

ARTICLE 7
GENERAL PROVISIONS

Section 7.01. *Waivers*. To the maximum extent permitted by applicable Requirements of Law, each Grantor hereby waives notice of the time and place of any judicial hearing in connection with the Agent's taking possession of the Collateral or of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made, including without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies. To the extent such notice may not be waived under applicable Requirements of Law, any notice made shall be deemed reasonable if sent to any Grantor, addressed as set forth in Article 8, at least 10 days prior to (a) the date of any such public sale or (b) the time after which any such private Disposition may be made. To the maximum extent permitted by applicable Requirements of Law, each Grantor waives all claims, damages and demands against the Agent arising out of the repossession, retention or sale of the Collateral, except those arising out of the gross negligence or willful misconduct of the Agent as determined by a court of competent jurisdiction in a final and non-appealable judgment. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent, any valuation, stay (other than an automatic stay under any applicable Debtor Relief Law), appraisal, extension, moratorium, redemption or similar law and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest, any notice (to the maximum extent permitted by applicable Requirements of Law) of any kind or all other requirements as to the time, place and terms of sale in connection with this Security Agreement or any Collateral.

Section 7.02. *Limitation on the Agent's and Secured Party's Duty with Respect to the Collateral* The Agent shall not have any obligation to clean or otherwise prepare the Collateral for sale. The Agent shall use reasonable care with respect to the Collateral in its possession; provided that the Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to which it accords its own property. Neither the Agent nor any Secured Party shall have any other duty as to any Collateral in its

possession or control or in the possession or control of any agent or nominee of the Agent or of such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable Requirements of Law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it would be commercially reasonable for the Agent (a) to fail to incur expenses to prepare Collateral for Disposition or otherwise to transform raw material or work in process into finished goods or other finished products for Disposition, (b) to fail to obtain third party consents for access to Collateral to be Disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or Disposition of Collateral to be collected or Disposed of, (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (d) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise Dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (g) to hire one or more professional auctioneers to assist in the Disposition of Collateral, whether or not the Collateral is of a specialized nature, (h) to Dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) to Dispose of assets in wholesale rather than retail markets, (j) to disclaim Disposition warranties, such as title, possession or quiet enjoyment, (k) to purchase insurance or credit enhancements to insure the Agent against risks of loss in connection with any collection or Disposition of Collateral or to provide to the Agent a guaranteed return from the collection or Disposition of Collateral or (l) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or Disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 7.02 is to provide non-exhaustive indications of what actions or omissions by the Agent would be commercially reasonable in the Agent's exercise of remedies with respect to the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7.02. Without limitation upon the foregoing, nothing contained in this Section 7.02 shall be construed to grant any rights to any Grantor or to impose any duties on the Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7.02.

Section 7.03. *Compromises and Collection of Collateral.* Each Grantor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to any Receivable. In view of the foregoing, each Grantor agrees that the Agent may at any time and from time to time, if an Event of Default exists, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

Section 7.04. *Agent Performance of Debtor Obligations.* Without having any obligation to do so, the Agent may, at any time when an Event of Default exists, perform or pay any obligation which any Grantor has agreed to perform or pay under this Security Agreement and which obligation is due and unpaid and not being contested by such Grantor in good faith, and such Grantor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 7.04. Each Grantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable in accordance with Section 9.03(a) of the Credit Agreement.

Section 7.05. *No Waiver; Amendments; Cumulative Remedies*. No delay or omission of the Agent (subject to the provisions of Article 8 of the Credit Agreement) to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Grantors and the Agent with the concurrence or at the direction of the Lenders to the extent required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or afforded by law shall be cumulative and all shall be available to the Agent until the Termination Date.

Section 7.06. *Limitation by Law; Severability of Provisions.* All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all of the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that such provisions do not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. To the extent permitted by law, any provision of this Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions of this Security Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 7.07. *Security Interest Absolute*. All rights of the Agent hereunder, the security interests granted hereunder and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to the foregoing, (c) any exchange, release or nonperfection of any Lien on any Collateral, or any release or amendment or waiver of or consent under or departure from any guaranty, securing or guaranteeing all or any of the Secured Obligations, (d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor, (e) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Security Agreement or any other Loan Document or (f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Security Agreement (other than a termination of any Lien contemplated by Section 7.12 or the occurrence of the Termination Date).

Section 7.08. *Benefit of Security Agreement.* The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of each Grantor, the Agent and the Secured Parties and their respective successors and permitted assigns (including all Persons who become bound as a debtor to this Security Agreement). No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Agent hereunder for the benefit of the Agent and the Secured Parties.

Section 7.09. *Survival of Representations.* All representations and warranties of each Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

Section 7.10. *Additional Subsidiaries*. Each Person required to become a Loan Party pursuant to and in accordance with Section 5.12 of the Credit Agreement, shall, within the time periods specified in Sections 5.12 of the Credit Agreement, execute an instrument in the form of Exhibit A. Upon the execution and delivery by the Agent and any Restricted Subsidiary of an instrument in the form of Exhibit A in accordance with Section 5.12(a) of the Credit Agreement, such Restricted Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if such Restricted Subsidiary was originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Security Agreement.

Section 7.11. *Headings*. The titles of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

Section 7.12. *Termination or Release.* (a) This Security Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.12 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 7.12 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) At any time that a Grantor desires that the Agent take any action to acknowledge or give effect to any release pursuant to the foregoing Section 7.12(a), the Agent may require that such Grantor deliver to the Agent a certificate signed by a Responsible Officer of such Grantor stating that the release is permitted pursuant to such Section 7.12(a) and the terms of the Credit Agreement; provided that no such certificate shall be required in connection with the occurrence of the Termination Date. The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 7.12.

Section 7.13. *Entire Agreement.* This Security Agreement, together with the other Loan Documents, embodies the entire agreement and understanding between each Grantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between any Grantor and the Agent relating to the Collateral.

Section 7.14. ***CHOICE OF LAW***. **THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Section 7.15. ***CONSENT TO JURISDICTION; CONSENT TO SERVICE OF PROCESS.***

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENTS BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT IN ANY SUCH COURT. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT THE AGENT AND LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS IN RESPECT OF THE COLLATERAL UNDER THIS SECURITY AGREEMENT.

(b) TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01 OF THE CREDIT AGREEMENT. EACH PARTY TO THIS SECURITY AGREEMENT HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 7.16. *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 SUIT, ACTION, LEGAL PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 7.17. *Indemnity*. Each Grantor hereby agrees to indemnify the Indemnitees, as, and to the extent, set forth in Section 9.03 of the Credit Agreement.

Section 7.18. *Counterparts*. This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

Section 7.19. *Waiver of Consequential Damages, Etc.* To the extent permitted by applicable law, none of the Grantors or Secured Parties shall assert, and each hereby waives, any claim against each other or any Related Party thereof, 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 Security Agreement or any agreement or instrument contemplated hereby, except, in the case of any claim by any Indemnitee against any of the Grantors, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 7.17.

Section 7.20. *Mortgages*. In the case of a conflict between this Security Agreement and any Mortgage with respect to any Material Real Estate Asset that is also subject to a valid and enforceable Lien under the terms of such Mortgage (including Fixtures) securing the Secured Obligations, the terms of such Mortgage shall govern with respect to such Material Real Estate Asset and the terms of this Security Agreement shall control in the case of all other Collateral.

Section 7.21. *Successors and Assigns.* Whenever in this Security Agreement any party hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party and all covenants, promises and agreements by or on behalf of any Grantor or the Agent in this Security Agreement shall bind and inure to the benefit of their respective successors and permitted assigns. Except in a transaction expressly permitted under the Credit Agreement, no Grantor may assign any of its rights or obligations hereunder without the written consent of the Agent.

Section 7.22. *Survival of Agreement.* Without limiting any provision of the Credit Agreement or Section 7.17 hereof, all covenants, agreements, indemnities, representations and warranties made by the Grantors in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such Lender or on its behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Date, or with respect to any individual Grantor until such Grantor is otherwise released from its obligations under this Security Agreement in accordance with the terms hereof.

ARTICLE 8
NOTICES

Section 8.01. *Sending Notices*. Any notice required or permitted to be given under this Security Agreement shall be delivered in accordance with Section 9.01 of the Credit Agreement (it being understood and agreed that references in such Section to "herein", "hereunder" and other similar terms shall be deemed to be references to this Security Agreement).

Section 8.02. *Change in Address for Notices*. The Agent, any Grantor and any Lender may change the address or facsimile number for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE 9
THE AGENT

CS has been appointed Agent for the Lenders hereunder pursuant to Article 8 of the Credit Agreement and, by their acceptance of the benefits hereof, the other Secured Parties. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article 8. Any successor Agent appointed pursuant to Article 8 of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

By accepting the benefits of this Security Agreement and each other Loan Document, each Secured Party expressly acknowledges and agrees that this Security Agreement and each other Loan Document may be enforced only by the action of the Agent, and that such Secured Party shall not have any right individually to seek to enforce or to enforce this Security Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Secured Parties upon the terms of this Security Agreement and the other Loan Documents.

The Agent may rely on advice of counsel as to whether any or all UCC financing statements of the Grantors need to be amended as a result of any of the changes described in Section 5.01(i) of the Credit Agreement. If any Grantor fails to provide information to the Agent about such changes on a timely basis, the Agent shall not be liable or responsible to any Secured Party for any failure to maintain a perfected security interest in such Grantor's property constituting Collateral, for which the Agent needed to have information relating to such changes. The Agent shall have no duty to inquire about such changes if any Grantor does not inform the Agent of such changes, the Secured Parties acknowledging and agreeing that it would not be feasible or practical for the Agent to search for information on such changes if such information is not provided by any Grantor.

ARTICLE 10
INTERCREDITOR AGREEMENTS GOVERN

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. THE REQUIREMENTS OF THIS SECURITY AGREEMENT TO DELIVER PLEDGED COLLATERAL AND ANY CERTIFICATES, INSTRUMENTS OR DOCUMENTS IN RELATION THERETO TO THE AGENT OR ANY OBLIGATION WITH RESPECT TO THE DELIVERY, TRANSFER, CONTROL, NOTATION OR PROVISION OF VOTING RIGHTS WITH RESPECT TO ANY COLLATERAL

SHALL BE DEEMED SATISFIED BY THE DELIVERY, TRANSFER, CONTROL, NOTATION OR PROVISION IN FAVOR OF THE APPLICABLE COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND THIS SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.

For the purposes of this Article 10, "Applicable Collateral Agent" means (i) with respect to ABL Collateral, the ABL Administrative Agent (or other analogous term in another Acceptable Intercreditor Agreement, as applicable), (ii) with respect to Pari Passu Priority Collateral, the Designated Term Representative (as defined in the ABL Intercreditor Agreement) (or other analogous term in another Acceptable Intercreditor Agreement, as applicable) or (iii) if at any time there is no ABL Intercreditor Agreement, Pari Passu Intercreditor Agreement or other intercreditor agreement as described in the definition of Acceptable Intercreditor Agreement then in effect, the Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Agent have executed this Security Agreement as of the date first above written.

PQ CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

CPQ MIDCO I CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

COMMERCIAL RESEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY

By: _____
Name: Joseph S. Koscinski
Title: Vice President and Secretary

PQ INTERNATIONAL, INC.

By: _____
Name: Joseph S. Koscinski
Title: President and Secretary

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By: _____
Name: Joseph S. Koscinski
Title: Vice President, General Counsel and Secretary

POTTERS INDUSTRIES HOLDING, INC.

By: _____
Name: Joseph S. Koscinski
Title: Secretary

SAJB HOLDING COMPANY, LLC

By: _____
Name: Joseph S. Koscinski
Title: Treasurer, Chief Financial Officer and Vice President

POTTERS HOLDINGS II, L.P.

By: POTTERS HOLDINGS II GP, LLC, *its general partner*

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

[FORM OF] SECURITY AGREEMENT JOINDER

A. SUPPLEMENT NO. [●] dated as of [●] (this "**Supplement**"), to the Term Loan Pledge and Security Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiary Parties from time to time party hereto (Holdings, the Subsidiary Parties and the Borrower collectively, the "**Loan Parties**") and Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the "**Agent**").

B. Reference is made to the Term Loan Credit Agreement dated as of May 4, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Loan Parties, the lenders from time to time party thereto and the Agent.

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

D. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 7.10 of the Security Agreement and Section 5.12 of the Credit Agreement provide that additional Domestic Subsidiaries of the Borrower may become Subsidiary Parties under the Security Agreement by executing and delivering an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "**New Subsidiary**") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.10 of the Security Agreement, [the] [each] New Subsidiary by its signature below becomes a Subsidiary Party and a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Subsidiary Party, and [the] [each] New Subsidiary hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Subsidiary Party and Grantor thereunder and (b) represents and warrants as of the date hereof that the representations and warranties made by it as a Grantor thereunder that are qualified as to materiality are true and correct in all respects on and as of the date hereof and those that are not so qualified are true and correct in all material respects on and as of the date hereof; it being understood and agreed that any representation or warranty that expressly relates to an earlier date shall be deemed to refer to the date hereof. In furtherance of the foregoing, [the] [each] New Subsidiary, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, their successors and permitted assigns, a security interest in and Lien on all of [the] [each] New Subsidiary's right, title and interest in and to the Collateral of [the] [each] New Subsidiary. Each reference to a "Grantor" and "Subsidiary Party" in the Security Agreement shall be deemed to include [the] [each] New Subsidiary. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. [The] [Each] New Subsidiary represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the Legal Reservations.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received a counterpart of this Supplement that bears the signature of [the] [each] New Subsidiary and the Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or by email as a ".pdf" or ".tif" attachment shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Attached hereto is a duly prepared, completed and executed Perfection Certificate with respect to [the] [each] New Subsidiary, and [the] [each] New Subsidiary hereby represents and warrants that the information set forth therein is correct and complete in all material respects as of the date hereof.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. **THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 8.01 of the Security Agreement.

SECTION 9. [The] [Each] New Subsidiary agrees to reimburse the Agent for its expenses in connection with this Supplement, including the fees, other charges and disbursements of counsel in accordance with Section 9.03(a) of the Credit Agreement.

SECTION 10. This Supplement shall constitute a Loan Document, under and as defined in, the Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, [the] [each] New Subsidiary has dully executed this Supplement to the Security Agreement, and the Agent, for the benefit of the Secured Parties, has caused the same to be accepted, as of the day and year first above written.

[NAME OF NEW SUBSIDIARY]

By: _____
Name:
Title:

Acknowledged and accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT K-1

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(3) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Promissory Notes evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Borrower and the Administrative Agent with a duly executed certificate of itsnon-U.S. person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform each of the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished each of the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

EXHIBIT K-2

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(4) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a duly executed certificate of itsnon-U.S. person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(4) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a duly executed IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

EXHIBIT K-4

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(4) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Promissory Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Promissory Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Borrower and the Administrative Agent with a duly executed IRS FormW-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[Signature Page Follows]

[NAME OF LENDER]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

EXHIBIT L

[FORM OF]
SOLVENCY CERTIFICATE

[•] [•], 20[•]

This Solvency Certificate (this "**Solvency Certificate**") is being executed and delivered pursuant to Section 4.01(g) of that certain Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the lenders. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

I, [•], the Chief Financial Officer of the Borrower, in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of the Borrower and its Restricted Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the Borrower pursuant to the Credit Agreement; and

2. As of the date hereof and after giving effect to the Transactions on the Closing Date and the incurrence of the indebtedness and obligations on the Closing Date in connection with the Credit Agreement and the Senior Note Indenture, that, (i) the sum of the debt (including contingent liabilities) of the Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities of the Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured; (iii) the capital of the Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, contemplated as of the date hereof; and (iv) the Borrower and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standards No. 5).

[Signature Page Follows]

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first above written.

PQ CORPORATION

By: _____

Name:
Title:

[FORM OF]
GLOBAL INTERCOMPANY NOTE

See attached.

THIS INSTRUMENT HAS BEEN PLEDGED PURSUANT TO, AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO, THE PROVISIONS OF THE SECURITY AGREEMENT (AS DEFINED IN THE TERM LOAN CREDIT AGREEMENT), THE US SECURITY AGREEMENT (AS DEFINED IN THE ABL CREDIT AGREEMENT) AND THE SECURITY DOCUMENTS (AS DEFINED IN THE INDENTURE) WHICH HAVE BEEN ENTERED INTO BY THE PAYEES IN ACCORDANCE WITH THE TERM LOAN CREDIT AGREEMENT, THE ABL CREDIT AGREEMENT AND THE INDENTURE, AS APPLICABLE, AND EACH PARTY TO THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS THEREOF.

GLOBAL INTERCOMPANY NOTE

New York, New York
May 4, 2016

FOR VALUE RECEIVED, each of the undersigned, to the extent a borrower from time to time from any other entity listed on the signature page hereto (each, in such capacity, a "**Payor**"), hereby promises to pay on demand to such other entity listed below (each, in such capacity, a "**Payee**"), in lawful money of the United States of America, or in such other currency as agreed upon from time to time by such Payor and such Payee, in immediately available funds, at such location in such country as such Payee shall from time to time designate, the unpaid principal amount of all loans and advances (including trade payables) made by such Payee to such Payor. Each Payor promises also to pay interest on the unpaid principal amount of all such loans and advances in like money at said location from the date of such loans and advances until paid at such rate per annum as shall be agreed upon from time to time by such Payor and such Payee.

Reference is made to (a) the Term Loan Credit Agreement dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiaries of the Borrower party thereto from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Island Branch, as administrative and collateral agent (in such capacities, the "**Term Loan Agent**"), (b) the ABL Credit Agreement dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Credit Agreement**" and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the Borrower, Holdings, the other borrowers party thereto, the Lenders party thereto from time to time and Citibank, N.A., as administrative agent and collateral agent (in such capacities, the "**ABL Agent**") and (c) the Indenture dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**" and, together with the Credit Agreements, the "**Credit Documents**"), by the Borrower, as Issuer, certain Guarantors from time to time party thereto and Wells Fargo Bank, National Association, as trustee and collateral agent (in such capacities, the "**Note Agent**" and, together with the Term Loan Agent and the ABL Agent, the "**Administrative Agents**"). Terms used herein which are defined in the Credit Documents shall have such defined meanings in the applicable Credit Document unless otherwise defined herein.

This Global Intercompany Note (this "**Note**") contains the subordination provisions referred to in the Credit Documents and has been pledged by each Payee that is a Loan Party to each of the Term Loan Agent, the ABL Agent and the Note Agent to the extent required pursuant to the terms of the Credit Documents, subject in all respects to that certain ABL Intercreditor Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), by and among, the Term Agent, the ABL Agent, the Note Agent and acknowledged by Holdings, the Borrower and certain Subsidiaries of the Borrower.

Each Payee hereby acknowledges and agrees that, subject in all respects to the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default (as defined in any Credit Document) each Administrative Agent may exercise all rights with respect to this Note in accordance with the Collateral Documents and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to such Payee. Each Payor also hereby acknowledges and agrees that this Note constitutes notice of assignment, pursuant to the relevant Collateral Documents, in respect of loans, advances and any other amounts evidenced by this Note owed to any Payee that is a Loan Party and further acknowledges the receipt of such notice of assignment.

Other than to the extent explicitly specified herein, the loans and advances evidenced by this Note owexd by any Payor that is a Loan Party to any Payee that is not a Loan Party shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all Obligations (such term "Obligations" as used herein shall mean the "Obligations" as defined in the applicable Credit Document) of such Payor under the Credit Documents (such Obligations being hereinafter collectively referred to as "**Senior Indebtedness**") as follows:

(i) in the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization or other similar proceedings in connection therewith, of any Payor that is a Loan Party, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution or other winding up of such Payor in connection with an insolvency or bankruptcy event referred to above, then (x) the holders of Senior Indebtedness shall be paid in full in cash in respect of all amounts constituting Senior Indebtedness before any such Payee is entitled to receive (whether directly or indirectly), or make any demands for, any payment on account of this Note and (y) until the holders of Senior Indebtedness are paid in full in cash in respect of all amounts constituting Senior Indebtedness, any payment or distribution to which such Payee would otherwise be entitled (other than debt securities of such Payor that are subordinated, to at least the same extent as this Note, to the payment of all Senior Indebtedness then outstanding (such securities being hereinafter referred to as "**Restructured Debt Securities**")) shall be made to the holders of Senior Indebtedness;

(ii) if any Event of Default (as defined under any Credit Document) occurs and is continuing and either (x) any Administrative Agent has given written notice to the Borrower that such Administrative Agent is thereby exercising its rights pursuant to this clause (ii) (provided that no such notice shall be required in the case of an Event of Default arising under Section 7.01(f) or 7.01(g) of either Credit Agreement or under Section 6.01(g) or 6.01(h) of the Indenture) or (y) the Obligations under any Credit Document have been accelerated, then in either case, (a) no payment or distribution of any kind or character shall be made by such Payor to such Payee with respect to this Note and (b) no amounts evidenced by this Note owing by any Payor to any Payee that is a Loan Party shall be forgiven or otherwise reduced in any way; and

(iii) if any payment or distribution of any character, whether in cash, securities or other property (other than Restructured Debt Securities), in respect of this Note shall (despite these subordination provisions) be received by any Payee in violation of clause (i) or (ii) before all Senior Indebtedness shall have been paid in full in cash, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the Administrative Agent on behalf of the holders of Senior Indebtedness (or their representatives), ratably according to the respective aggregate amount remaining unpaid thereon, to the extent necessary to pay all Senior Indebtedness in full in cash.

It is understood that the indebtedness evidenced by this Note by any Payor to a Loan Party shall not be subject to the subordination provisions set forth herein.

If any Payee that is not a Loan Party shall acquire by indemnification, subrogation or otherwise, any Lien, estate, right or other interest in any of the assets or properties of any Payor that is a Loan Party, such Lien, estate, right or other interest shall be subordinate in right of payment and all other respects to the Senior Indebtedness and the Lien of the Senior Indebtedness as provided herein, and each such Payee hereby waives any and all such rights it may acquire by subrogation or otherwise to any Lien of the Senior Indebtedness or any portion thereof until such time as all Senior Indebtedness has been repaid in full in cash.

If, at any time, all or part of any payment with respect to Senior Indebtedness theretofore made (whether by any other Loan Party or any other Person or enforcement of any right of setoff or otherwise) is rescinded or must otherwise be returned by the holders of Senior Indebtedness for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any other Loan Party or such other Persons), the subordination provisions set forth herein shall continue to be effective or be reinstated, as the case may be, all as though such payment had not been made.

To the fullest extent permitted by law, no present or future holder of Senior Indebtedness shall be prejudiced in its right to enforce the subordination of this Note by any act or failure to act on the part of any Payee that is not a Loan Party or by any act or failure to act on the part of such holder or any trustee or agent for such holder. Each Payee that is not a Loan Party and each Payor that is a Loan Party hereby agrees that the subordination of this Note is for the benefit of the Secured Parties under each of the Credit Documents and that any Administrative Agent may, on behalf of itself and its related other Secured Parties or Holdings, as applicable, proceed to enforce the subordination provisions herein.

Nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Payor and each Payee, the obligations of such Payor, which are absolute and unconditional, to pay to such Payee the principal of and interest on this Note as and when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Payee and other creditors of such Payor other than the holders of Senior Indebtedness.

Each Payee is hereby authorized to record all loans and advances made by it to any Payor, and all repayments or prepayments thereof, in its books and records, such books and records constituting prima facie evidence of the accuracy of the information contained therein; provided, that the failure of any Payee to record such information shall not affect any Payor's obligations.

Each Payor hereby waives diligence, presentment, demand, protest or notice of any kind in connection with this Note. All payments under this Note shall be made without offset, counterclaim or deduction of any kind. Each Payor hereby acknowledges and agrees that upon the occurrence and during the continuance of an Event of Default, no amount owing by any Payor to any Payee shall be reduced in any way by any outstanding obligations of such Payee to such Payor, whether such obligations are monetary or otherwise.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Note shall inure to the benefit of each Payee and its successors and assigns, including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Loan Document or in any other promissory note or other instrument, this Note replaces and supersedes any and all promissory notes or other instruments heretofore outstanding which create or evidence any loans or advances made on, before or after the date hereof by any Payee to any Payor.

From time to time after the date hereof, additional Subsidiaries of the Borrower may become parties hereto as Payor and as Payee, in each case by executing a Global Intercompany Note Joinder substantially in the form attached hereto as Exhibit A (each additional Subsidiary, a "**New Note Party**"). Upon delivery of such Global Intercompany Note Joinder to the Payees, notice of which is hereby waived by the other Payors, each New Note Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such New Note Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Payor or Payee hereunder.

No amendment, modification or waiver of, or consent with respect to, any provisions of this Note shall be effective unless the same shall be in writing and signed and delivered by each Payor and Payee whose rights or obligations shall be affected thereby; provided that (a) until such time as the Termination Date has occurred under the Term Loan Credit Agreement, the Term Loan Agent shall have provided its prior written consent to such amendment, modification, waiver or consent, (b) until such time as the Termination Date has occurred under the ABL Credit Agreement, the ABL Agent shall have provided its prior written consent to such amendment, modification, waiver or consent and (c) until such time as the Redemption Date has occurred under the Indenture, the Note Agent shall have provided its prior written consent to such amendment, modification, waiver or consent.

[SIGNATURE PAGES FOLLOWS]

THIS NOTE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS NOTE, WHETHER IN TORT, CONTRACT (AT LAW OR EQUITY) OR OTHERWISE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

CPQ MIDCO I CORPORATION

By: _____
Name:
Title:

PQ CORPORATION

By: _____
Name:
Title:

COMMERCIAL REASEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY

By: _____
Name:
Title:

PQ INTERNATIONAL, INC.

By: _____
Name:
Title:

ECO SERVICES OPERATIONS CORP. POTTERS INDUSTRIES, LLC

By: _____
Name:
Title:

POTTERS INDUSTRIES HOLDING, INC.

By: _____
Name:
Title:

SAJB HOLDING COMPANY, LLC

By: _____
Name:
Title:

POTTERS HOLDINGS II, L.P.

By: POTTERS HOLDINGS II GP, LLC,
its general partner

By: _____
Name:
Title:

PQ INTERNATIONAL HOLDINGS INC.

By: _____
Name:
Title:

PQ NETHERLANDS HOLDING LLC

By: _____
Name:
Title:

PQ INTERNATIONAL C.V.

By: PQ Netherlands Holding LLC,
its general partner

By: _____
Name:
Title:

PQ NETHERLANDS COOPERATIVE LLC

By: _____
Name:
Title:

PQ NETHERLANDS HOLDING LLC

By: _____
Name:
Title:

PQ INTERNATIONAL COÖPERATIE U.A.

By: _____
Name:
Title:

PQ ACQUISITION B.V.

By: _____
Name:
Title: Managing Director

PQ SILICAS BRAZIL LTDA

By: _____
Name:
Title:

PQ CANADA COMPANY

By: _____
Name:
Title:

PQ SILICAS ASIA PACIFIC PTE. LTD.

By: _____
Name:
Title:

PQ EUROPE COÖPERATIE U.A

By: _____
Name:
Title:

PQ AUSTRALIA LLC

By: _____
Name:
Title:

NSL AUSTRALIA COMPANY

By: _____
Name:
Title:

NSL CANADA COMPANY

By: _____
Name:
Title:

NATIONAL SILICATES PARTNERSHIP

By: _____
Name:
Title:

PQ EUROPE APS

By: _____
Name:
Title:

PQ HOLDINGS I LIMITED

By: _____
Name:
Title:

NATIONAL SILICATES PARTNERSHIP

By: _____
Name:
Title:

PQ INTERMEDIATE LIMITED

By: _____
Name:
Title:

PQ GERMANY GMBH

By: _____
Name:
Title:

PT PQ SILICAS INDONESIA

By: _____
Name:
Title:

PQ SWEDEN A.B.

By: _____
Name:
Title:

PQ FINLAND OY

By: _____
Name:
Title:

PQ SILICAS HOLDINGS SOUTH AFRICA PTY. LTD.

By: _____
Name:
Title:

PQ SILICAS SOUTH AFRICA PTY LTD

By: _____
Name:
Title:

PQ SILICAS B.V.

By: _____
Name:
Title:

PQ SILICAS B.V.

By: _____
Name:
Title:

PQ ZEOLITES B.V.

By: _____
Name:
Title:

PQ ITALY S.r.L.

By: _____
Name:
Title:

PQ FRANCE S.A.S

By: _____
Name:
Title:

PQ SILICAS UK LIMITED

By: _____
Name:
Title:

PQ CHEMICALS (THAILAND) LTD.

By: _____
Name:
Title:

PQ HOLDINGS MEXICANA, S.A. DE C.V.

By: _____
Name:
Title:

SILICATOS Y DERIVADOS, S.A. DE C.V.

By: _____
Name:
Title:

PQ CHINA (HONG KONG) LIMITED

By: _____
Name:
Title:

PQ HOLDINGS AUSTRALIA PTY LIMITED

By: _____
Name:
Title:

PQ AUSTRALIA PTY LIMITED

By: _____
Name:
Title:

POTTERS HOLDINGS GP, LTD.

By: _____
Name:
Title:

POTTERS HOLDINGS, L.P.

By: Potters Holdings GP, Ltd.,
its general partner

By: _____
Name:
Title:

POTTERS HOLDINGS II GP, LLC

By: _____
Name:
Title:

POTTERS INTERNATIONAL HOLDINGS S. À R.L

By: _____
Name:
Title:

POTTERS BALLOTINI S.A.S.

By: _____
Name:
Title:

SOCIETE RECYCLAGE PRODUIT VERRIER INDUSTRIEL

By: _____
Name:
Title:

INTERMINGLASS HOLDING SP. Z.O.O.

By: _____
Name:
Title:

INTERMINGLASS SP. Z.O.O.

By: _____
Name:
Title:

POTTERS (THAILAND) LIMITED

By: _____
Name:
Title:

POTTERS INDUSTRIES ACQUISITION PTY LTD.

By: _____
Name:
Title:

POTTERS INDUSTRIES PTY. LTD.

By: _____
Name:
Title:

POTTERS INDUSTRIAL LTDA.

By: _____
Name:
Title:

POTTERS CANADA HOLDING COMPANY

By: _____
Name:
Title:

POTTERS CANADA HOLDING II COMPANY

By: _____
Name
Title:

PNA PARTNERSHIP

By: _____
Name:
Title:

POTTERS-BALLOTINI CO., LTD.

By: _____
Name:
Title:

POTTERS NEDERLAND B.V.

By: _____
Name:
Title:

BALLOTINI PANAMERICANA S. de. R.L. DE C.V.

By: _____
Name:
Title:

POTTERS BALLOTINI ACQUISITION GMBH

By: _____
Name:
Title:

POTTERS BALLOTINI GMBH

By: _____
Name:
Title:

POTTERS-BALLOTINI LIMITED

By: _____
Name:
Title:

NORTHERN CULLET LIMITED

By: _____
Name:
Title:

[SIGNATURE PAGE TO GLOBAL INTERCOMPANY NOTE]

EXHIBIT A

[FORM OF] GLOBAL INTERCOMPANY NOTE JOINDER

This JOINDER dated as of [•] (this "**Joinder**"), to that certain Global Intercompany Note dated May [•], 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Note**"), by and among the entities listed on the signature pages thereto from time to time.

Reference is made to (a) the Term Loan Credit Agreement dated as of May [•], 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiaries of the Borrower party thereto from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Island Branch, as administrative and collateral agent (in such capacities, the "**Term Loan Agent**"), (b) the ABL Credit Agreement dated as of May [•], 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Credit Agreement**" and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the Borrower, Holdings, the other borrowers party thereto, the Lenders party thereto from time to time and Citibank, N.A., as administrative agent and collateral agent (in such capacities, the "**ABL Agent**") and (c) the Indenture dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**" and, together with the Credit Agreements, the "**Credit Documents**"), by the Borrower, as Issuer, certain Guarantors from time to time party thereto and Wells Fargo Bank, National Association, as trustee and collateral agent (in such capacities, the "**Note Agent**" and, together with the Term Loan Agent and the ABL Agent, the "**Administrative Agents**"). Terms used herein which are defined in the Credit Documents shall have such defined meanings in the applicable Credit Document unless otherwise defined herein.

The undersigned party (the "**New Note Party**") is executing this Joinder in accordance with the requirements of the Credit Documents and subject to the terms thereof. Accordingly, the New Note Party agrees as follows:

The New Note Party by its signature below becomes a Payor and a Payee, as applicable, under the Note with the same force and effect as if originally named therein as a Payor and a Payee, as applicable, and the New Note Party hereby agrees to all the terms and provisions of the Note applicable to it as a Payor and a Payee, as applicable, thereunder. All references to Payor and Payee, as applicable, in the Note shall be deemed to include the New Note Party. The Note is hereby incorporated herein by reference, including, for sake of clarification only and without limitation, the subordination provisions set forth therein. Except as expressly supplemented hereby, the Note shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the New Note Party has duly executed this Joinder as of the day and year first above written.

[NAME OF NEW NOTE PARTY]

By: _____
Name:
Title:

FIRST AMENDMENT AGREEMENT

FIRST AMENDMENT AGREEMENT dated as of November 14, 2016 (this "First Amendment") to the Term Loan Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and immediately prior to the First Amendment Effective Date (as defined below), the "Credit Agreement"), among PQ Corporation, a Pennsylvania corporation (the "Borrower"), CPQ Midco I Corporation, a Delaware corporation ("Holdings"), the Guarantors, JPMorgan Chase Bank, N.A. ("JPM"), as an Additional Term Lender (as defined below), and Credit Suisse AG, Cayman Islands Branch, as administrative agent (the "Administrative Agent") and as collateral agent.

A. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Amended Credit Agreement (as defined below). JPM, Citi (as defined below), Credit Suisse Securities (USA) LLC ("Credit Suisse") and Morgan Stanley Senior Funding, Inc. are acting as joint lead arrangers and joint bookrunners (in such capacities, the "Repricing Arrangers") in connection with this First Amendment. For purposes of this First Amendment, "Citi" shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein.

B. Pursuant to Section 9.02(c) of the Credit Agreement, the Borrower has requested that the Credit Agreement be amended to, among other things: (a) provide for a new tranche of Replacement Term Loans denominated in Dollars (the "First Amendment Tranche B-1 Term Loans") in an aggregate amount of $927,750,000, the proceeds of which will be used in part to refinance in full all Tranche B-1 Term Loans outstanding immediately prior to the effectiveness of this First Amendment (collectively, the "Existing Tranche B-1 Term Loans"), and which First Amendment Tranche B-1 Term Loans shall have the same terms (other than to the extent expressly provided in this First Amendment) under the Loan Documents as the Existing Tranche B-1 Term Loans, (b) provide for a new tranche of Replacement Term Loans denominated in Euros (the "First Amendment Tranche B-2 Term Loans" and, together with the First Amendment Tranche B-1 Term Loans, the "First Amendment Term Loans") in an aggregate amount of €283,337,500, the proceeds of which will be used in part to refinance in full all Tranche B-2 Term Loans outstanding immediately prior to the effectiveness of this First Amendment (collectively, the "Existing Tranche B-2 Term Loans" and, together with the Existing Tranche B-1 Term Loans, the "Existing Term Loans"), and which First Amendment Tranche B-2 Term Loans shall have the same terms (other than to the extent expressly provided in this First Amendment) under the Loan Documents as the Existing Tranche B-2 Term Loans and (c) make certain other changes as more fully set forth herein.

C. Pursuant to Section 9.02(c) of the Credit Agreement, (i) the aggregate amount of the First Amendment Tranche B-1 Term Loans exceeds the aggregate amount of the Existing Tranche B-1 Term Loans by $30 million (the "Tranche B-1 Term Loan Increase") and (ii) the aggregate amount of the First Amendment Tranche B-2 Term Loans exceeds the aggregate amount of the Existing Tranche B-2 Term Loans by €19 million (the "Tranche B-2 Term Loan Increase" and, together with the Tranche B-1 Term Loan Increase, the "Term Loan Increases"), which Term Loan Increases represent additional amounts that the Borrower would have been permitted to incur pursuant to Section 6.01(a) of the Credit Agreement in the form of Incremental Term Loans pursuant to Section 2.22 of the Credit Agreement.

D. Each Term Lender that executes and delivers a consent to this First Amendment in the form of the Lender Consent attached to the Election Notice Memorandum posted on Intralinks on November 2, 2016 (the "Lender Consent") will be deemed (i) to have irrevocably agreed and consented to the terms of this First Amendment and the Amended Credit Agreement and (ii) if so elected by such Term Lender (an "Exchanging Term Lender"), (A) to have irrevocably agreed to exchange (as defined below)

the Allocated Amount (as defined in the Cashless Settlement of Existing Term Loans letter dated November 14, 2016 by and among the Borrower, JPM and the Administrative Agent) of its Existing Tranche B-1 Term Loans (all Existing Tranche B-1 Term Loans so exchanged, the "Exchanged Tranche B-1 Term Loans") on the First Amendment Effective Date for First Amendment Tranche B-1 Terms Loans in an equal principal amount, (B) to have irrevocably agreed to exchange the Allocated Amount of its Existing Tranche B-2 Term Loans (all Existing Tranche B-2 Term Loans so exchanged, the "Exchanged Tranche B-2 Term Loans" and, together with the Exchanged Tranche B-1 Term Loans, the "Exchanged Term Loans") on the First Amendment Effective Date for First Amendment Tranche B-2 Term Loans in an equal principal amount and (C) upon the First Amendment Effective Date, to have exchanged (by cashless or assignment settlement, as further described in the Lender Consent) the Allocated Amount of its Existing Tranche B-1 Term Loans and/or its Existing Tranche B-2 Term Loans with First Amendment Tranche B-1 Terms Loans and/or First Amendment Tranche B-2 Term Loans, as applicable, in an equal principal amount.

E. Each Person that executes and delivers a signature page to this First Amendment in the capacity of an "Additional Term Lender" (each, an "Additional Term Lender" and all Additional Term Lenders, together with all Exchanging Term Lenders, collectively, the "First Amendment Term Lenders") will be deemed to have irrevocably (i) agreed to the terms of this First Amendment and the Amended Credit Agreement, (ii) committed to make the First Amendment Tranche B-1 Term Loans and/or First Amendment Tranche B-2 Term Loans to the Borrower on the First Amendment Effective Date (the "Additional Term Loans") in the amount notified to such Additional Term Lender by the Administrative Agent (but in no event greater than the amount such Additional Term Lender committed to make as Additional Term Loans) and (iii) upon the First Amendment Effective Date, made such Additional Term Loans to the Borrower.

F. By executing and delivering a signature page to this First Amendment, the Administrative Agent will be deemed upon the First Amendment Effective Date to have irrevocably agreed to the terms of this First Amendment and the Amended Credit Agreement.

G. The aggregate proceeds of the Additional Term Loans will be used (i) to refinance in full all Existing Term Loans, other than Exchanged Term Loans, on the terms and subject to the conditions set forth herein, and (ii) for working capital and other general corporate purposes.

H. To accomplish the foregoing (a) the Borrower, the Administrative Agent (on behalf of itself and on behalf of Lenders that have executed Lender Consents and the Exchanging Term Lenders) and the Additional Term Lenders whose signatures appear below, are willing to amend the Credit Agreement as set forth below (the Credit Agreement as amended by this First Amendment, the "Amended Credit Agreement"), (b) the Exchanging Term Lenders are willing to exchange the Allocated Amount of their Existing Tranche B-1 Term Loans and/or Existing Tranche B-2 Term Loans with the First Amendment Tranche B-1 Term Loans and/or First Amendment Tranche B-2 Term Loans, as applicable and (c) the Additional Term Lenders are willing to (i) replace in full all Existing Term Loans, other than Exchanged Term Loans, with Additional Term Loans on the First Amendment Effective Date and (ii) provide the Term Loan Increases, in each case, on the terms and subject to the conditions set forth herein and in the Amended Credit Agreement.

I. The amendments to the Credit Agreement set forth below are each subject to the satisfaction of the conditions precedent to effectiveness referred to herein and shall become effective as provided herein.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to Credit Agreement. The Borrower, the Administrative Agent (on behalf of itself and on behalf of Lenders that have executed Lender Consents and the Exchanging Term Lenders) and the Additional Term Lenders whose signatures appear below agree that the Credit Agreement shall be amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by adding thereto the following new defined terms in proper alphabetical order:

"First Amendment" shall mean the First Amendment Agreement, dated as of November 14, 2016 among the Borrower, Holdings, each Guarantor, the Administrative Agent and the Lenders party thereto.

"First Amendment Effective Date" shall mean November 14, 2016.

(b) Section 1.01 of the Credit Agreement is hereby amended by amending and restating the following defined terms therein in their entirety as follows:

"Applicable Rate" means, for any day,

(a) with respect to Initial Term Loans, the rate per annum applicable to the relevant Class of Loans set forth below:

ABR Spread for Tranche B-1 Term Loans	LIBO Rate Spread for Tranche B-1 Term Loans	LIBO Spread for Tranche B-2 Term Loans
3.25%	4.25%	4.00%

(b) with respect to any Additional Loan of any Class, the rate or rates per annum specified in the applicable Refinancing Amendment, Incremental Facility, or Extension Amendment.

"Initial Term Loans" means the Tranche B-1 Term Loans and the Tranche B-2 Term Loans.

"Tranche B-1 Term Loans" means (a) prior to the First Amendment Effective Date, a term loan made by a Term Lender pursuant to Section 2.01(a)(i) of the Credit Agreement (as defined in the First Amendment) and (b) on or after the First Amendment Effective Date, the First Amendment Tranche B-1 Term Loans (as defined in the First Amendment) made pursuant to and in accordance with the First Amendment on the First Amendment Effective Date.

"Tranche B-2 Term Loans" means (a) prior to the First Amendment Effective Date, a term loan made by a Term Lender pursuant to Section 2.01(a)(ii) of the Credit Agreement (as defined in the First Amendment) and (b) on or after the First Amendment Effective Date, the First Amendment Tranche B-2 Term Loans (as defined in the First Amendment) made pursuant to and in accordance with the First Amendment on the First Amendment Effective Date.

(c) Section 2.01(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) On the Closing Date, the initial Term Lenders made (i) the Existing Tranche B-1 Term Loans (as defined in the First Amendment) to the Borrower in the original aggregate principal amount of $900,000,000 and (ii) the Existing Tranche B-2 Term Loans (as defined in the First Amendment) to the Borrower in the original aggregate principal amount of €265,000,000. Subject to the terms and conditions set forth in the First Amendment, the First Amendment Term Lenders (as defined in the First Amendment) agree, severally and not jointly, to make the First Amendment Tranche B-1 Term Loans and First Amendment Tranche B-2 Term Loans (each as defined in the First Amendment) to the Borrower on the First Amendment Effective Date.

(d) Section 2.12(c) of the Credit Agreement is hereby amended by deleting each reference to the phrase "six months after the Closing Date" therein and replacing it with the phrase "six months after the First Amendment Effective Date".

(e) Section 5.11 of the Credit Agreement is hereby amended by adding the following new sentence immediately after the last sentence thereof:

> The Borrower shall use the proceeds of the Additional Term Loans (as defined in the First Amendment), if any, on the First Amendment Effective Date (i) to refinance in full all Existing Term Loans (as defined in the First Amendment), other than Exchanged Term Loans (as defined in the First Amendment), on the terms and subject to the conditions set forth in the First Amendment and (ii) for working capital and general corporate purposes.

(f) As used in the Credit Agreement, the terms "Agreement," "this Agreement," "herein," "hereinafter," "hereto," "hereof," and words of similar import shall, unless the context otherwise requires, mean, from and after the First Amendment Effective Date, the Credit Agreement as amended by this First Amendment.

SECTION 2. Term Lenders; First Amendment Term Loans; Administrative Agent Authorization.

(a) Term Lenders. Subject to the terms and conditions set forth herein and in the Credit Agreement, (i) each Exchanging Term Lender (by executing a Lender Consent) irrevocably (A) agrees to the terms of this First Amendment and the Amended Credit Agreement, (B) if so elected in its Lender Consent, agrees to exchange (as set forth on its Lender Consent) the Allocated Amount of its Existing Tranche B-1 Term Loans with the First Amendment Tranche B-1 Term Loans in an equal principal amount, (C) if so elected in its Lender Consent, agrees to exchange (as set forth on its Lender Consent) the Allocated Amount of its Existing Tranche B-2 Term Loans with First Amendment Tranche B-2 Term Loans in an equal principal amount and (D) upon the First Amendment Effective Date, shall exchange (as set forth on its Lender Consent) the Allocated Amount of its Existing Tranche B-1 Term Loans and/or Existing Tranche B-2 Term Loans with the First Amendment Tranche B-1 Terms Loans and/or First Amendment Tranche B-2 Term Loans, as applicable, in an equal principal amount and (ii) each

Additional Term Lender irrevocably (A) agrees to the terms of this First Amendment and the Amended Credit Agreement, (B) commits to make Additional Term Loans in the amount notified to such Additional Term Lender by the Administrative Agent (but in no event greater than the amount such Additional Term Lender committed to make as Additional Term Loans) and (C) upon the First Amendment Effective Date, shall (1) refinance in full all Existing Term Loans, other than Exchanged Term Loans, with such Additional Terms Loans and (2) provide the Term Loan Increases. Each Additional Term Lender further acknowledges and agrees that, as of the First Amendment Effective Date, it shall be a "Lender" and a "Term Lender" under, and for all purposes of, the Amended Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder. For purposes of this First Amendment, "exchange" shall mean convert and continue. For the avoidance of doubt, notwithstanding anything herein to the contrary, it is acknowledged and agreed that (i) the Existing Tranche B-1 Term Loans of the Exchanging Term Lenders will be converted into and continued as First Amendment Tranche B-1 Term Loans and such Exchanged Tranche B-1 Term Loans shall be on the same terms (other than to the extent expressly provided in this First Amendment) under the Loan Documents as such Existing Tranche B-1 Term Loans and (ii) the Existing Tranche B-2 Term Loans of the Exchanging Term Lenders will be converted into and continued as First Amendment Tranche B-2 Term Loans and such Exchanged Tranche B-2 Term Loans shall be on the same terms (other than to the extent expressly provided in this First Amendment) under the Loan Documents as such Existing Tranche B-2 Term Loans.

(b) First Amendment Term Loans.

(i) On the First Amendment Effective Date, the proceeds of all Additional Term Loans, if any, shall be used (1) to refinance in full all Existing Term Loans, other than Exchanged Term Loans, on the terms and subject to the conditions set forth herein and (2) for working capital and general corporate purposes. The commitments of the Additional Term Lenders and the undertakings of the Exchanging Term Lenders are several and no such First Amendment Term Lender will be responsible for any other First Amendment Term Lender's failure to make, acquire or exchange the First Amendment Term Loans. On the First Amendment Effective Date, the aggregate principal amount of the First Amendment Tranche B-1 Term Loans shall be $927,750,000 and the aggregate principal amount to the First Amendment Tranche B-2 Term Loans shall be €283,337,500. Each of the parties hereto acknowledges and agrees that the terms of this First Amendment do not constitute a novation but, rather, an amendment of the terms of a pre-existing Indebtedness and related agreement, as evidenced by this First Amendment and the Amended Credit Agreement.

(ii) Each Exchanging Term Lender hereby waives any breakage loss or expenses due and payable to it by the Borrower pursuant to Section 2.16 of the Credit Agreement with respect to the exchange of its Exchanged Term Loans with the First Amendment Term Loans on a date other than the last day of the Interest Period relating to such Exchanged Term Loans.

(iii) The First Amendment Term Loans shall initially be LIBO Rate Loans with an Interest Period commencing on the First Amendment Effective Date and ending on the date specified by the Borrower in the applicable Borrowing Request delivered by it pursuant to Section 4(a)(ii)(B) below. Such Borrowing Request shall be delivered not later than noon, New York City time, three (3) Business Days prior to the date of the Borrowing of the First Amendment Term Loans, in accordance with the provisions of Section 2.03 of the Credit Agreement.

(iv) The Borrower and the Administrative Agent hereby consent to any assignments made by JPM or any affiliate thereof to the Persons included in the list of allocations separately provided to the Borrower and the Administrative Agent (or any Approved Funds or Affiliate of such Persons) in connection with the primary syndication of the First Amendment Term Loans.

(c) Term Loan Increases. For purposes of calculating the Incremental Cap on and after the First Amendment Effective Date, the Term Loan Increases shall be treated as an incurrence of Incremental Term Loans pursuant to clause (a) of the definition of "Incremental Cap" in the Credit Agreement; provided that the Borrower, in its sole discretion, may reclassify the Term Loan Increases as being an incurrence of Incremental Term Loans pursuant to clause (e) of the definition of "Incremental Cap" at any time on or after the First Amendment Effective Date in connection with, and at the time of, the consummation of a Permitted Acquisition, so long as (i) such Permitted Acquisition and reclassification is consummated within six months after the First Amendment Effective Date and (ii) the Senior Secured Leverage Ratio would not exceed 3.95:1.00 calculated on a Pro Forma Basis, including the application of the proceeds thereof (without "netting" the Cash proceeds of such Term Loan Increases).

(d) Administrative Agent Authorization. The Borrower, the Exchanging Term Lenders who executed and delivered a Lender Consent and the Additional Term Lenders whose signatures appear below authorize the Administrative Agent to (i) determine all amounts, percentages and other information with respect to the Commitments and Loans of each Lender, which amounts, percentages and other information may be determined only upon receipt by the Administrative Agent of the Lender Consents and the signature pages of all Lenders whose signatures appear below and (ii) enter and complete all such amounts, percentages and other information in the Amended Credit Agreement, as appropriate. The Administrative Agent's determination and entry and completion shall be conclusive and shall be conclusive evidence of the existence, amounts, percentages and other information with respect to the obligations of the Borrower under the Amended Credit Agreement, in each case, absent clearly demonstrable error.

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this First Amendment, the Borrower and each Guarantor represents and warrants to each of the Lenders, and the Administrative Agent that, as of the First Amendment Effective Date:

(a) the execution, delivery and performance of this First Amendment are within each applicable Loan Party's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action on the part of each such Loan Party;

(b) this First Amendment has been duly executed and delivered by each Loan Party and is a legal, valid and binding obligation of such Loan Party; enforceable in accordance with its terms, subject to the Legal Reservations;

(c) the execution and delivery of this First Amendment by each Loan Party party hereto and the performance by each Loan Party hereof do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority except (i) such as have been obtained or made and are in full force and effect, (ii) in connection with the Perfection Requirements and (iii) such consents, approvals, registrations or filings or other actions the failure to obtain or make which could not reasonably be expected to have a Material Adverse Effect; and

(d) the representations and warranties set forth in Article III of the Amended Credit Agreement and each other Loan Document are true and correct in all material respects on and as of the First Amendment Effective Date, with the same force and effect as though made on and as of such date, except to the extent such representations and warranties specifically refer to a given date or period, in which case such representations and warranties were true and correct in all material respects on an as of such date or period; provided that, any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language are true and correct (after giving effect to any qualification therein) in all respects as of such respective dates.

SECTION 4. Conditions to Effectiveness of this First Amendment.

(a) This First Amendment shall become effective on the date (the "First Amendment Effective Date") on which:

(i) The Administrative Agent shall have received duly executed and delivered counterparts of this First Amendment that, when taken together, bear the signatures of the Borrower, Holdings, the Additional Term Lenders, the Administrative Agent (on its behalf, as well as on behalf of the Required Lenders and the Exchanging Term Lenders) and all Guarantors;

(ii) (A) Each of the representations and warranties set forth in Section 3 shall be true and correct in all material respects on and as of the First Amendment Effective Date, with the same effect as though made on and as of such date, except to the extent such representations and warranties specifically refer to a given date or period, in which case such representations and warranties shall have been true and correct in all material respects on and as of such date or period; provided that, any representation or warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language are true and correct (after giving effect to any qualification therein) in all respects as of such respective dates and (B) no Default or Event of Default has occurred and is continuing both before and immediately after giving effect to the transactions contemplated hereby;

(iii) The Administrative Agent shall have received a customary written opinion of (a) Weil, Gotshal & Manges LLP, special counsel for the Loan Parties, dated as of the First Amendment Effective Date and addressed to the Administrative Agent and the Lenders and (b) Babst Calland, special counsel for the Borrower and any Guarantors organized under the laws of Pennsylvania, dated as of the First Amendment Effective Date and addressed to the Administrative Agent and the Lenders;

(iv) The Administrative Agent shall have received:

(i) a certificate of the secretary or assistant secretary (or equivalent officer) on behalf of each Loan Party dated the First Amendment Effective Date, certifying (A) that either (x) attached thereto is a true and complete copy of each Organizational Document of such Loan Party and, with respect to the articles or certificate of incorporation or organization (or similar document) certified (to the extent applicable) as of a recent date by the Secretary of State of the state of its organization or (y) that the Organizational Documents of such Loan Party delivered on the Closing Date to the Administrative Agent have not been amended and are in full force and effect, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of such Loan Party authorizing the execution, delivery and performance of this First Amendment and any other Loan Documents executed in connection with this First Amendment to which such person is a party and, in the case of the Borrower, the Borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect as of the date of such certificate, and (C) as to the incumbency and specimen signature of each officer or authorized person executing this First Amendment and any other Loan Document executed in connection with this First Amendment or any other document delivered in connection herewith on behalf of such Loan Party (together with a certificate of another officer or authorized person as to the incumbency and specimen signature of the officer or authorized person executing the certificate in this clause (i));

(ii) to the extent applicable, a certificate as to the good standing of each Loan Party as of a recent date, from such Secretary of State (or other applicable Governmental Authority) of its jurisdiction of organization; and

(iii) a certificate dated the First Amendment Effective Date and signed by a Responsible Officer of the Borrower, confirming compliance with the condition precedent set forth in Section 4(a)(ii);

(v) The aggregate proceeds of all Additional Term Loans, if any, shall have been applied, concurrently with the exchange of the Exchanged Term Loans with the First Amendment Term Loans, to refinance in full all Existing Term Loans, other than Exchanged Term Loans, on the terms and subject to the conditions set forth herein;

(vi) The Borrower shall have, concurrently with the exchange of Exchanged Term Loans with the First Amendment Term Loans and the making of the Additional Term Loans, if any, (A) paid all accrued and unpaid interest and other amounts on the aggregate principal amount of the Existing Term Loans and (B) paid to all Term Lenders holding Existing Term Loans immediately prior to the First Amendment Effective Date that are not party to this First Amendment, if any, all indemnities, cost reimbursements and other Obligations (as defined below), if any, then due and owing to such Term Lenders under the Loan Documents (prior to the effectiveness of this First Amendment) and of which the Borrower has been notified; and

(vii) The Repricing Arrangers shall have received all fees and other amounts due and payable on or prior to the First Amendment Effective Date, including, to the extent invoiced, reimbursement or other payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document or other agreement with the Borrower relating to the transactions contemplated hereby.

SECTION 5. Post-Closing Matters.

The Borrower shall and shall cause each Guarantor to within 60 days after the First Amendment Effective Date (or such longer period as the Administrative Agent may determine):

(a) execute, deliver and file amendments to the Mortgages existing prior to the First Amendment Effective Date in a form acceptable to the Administrative Agent, together with such title endorsements as are reasonably required to give effect thereto in a form acceptable to the Administrative Agent, together with (x) such owner's title affidavits as may be reasonably required by the title insurer in substantially the form previously accepted by the title insurer with respect to such Mortgages, including therein any so-called "no-change" survey affidavit and (y) any documents required in connection with the recording of such mortgage amendments and issuance of such endorsements;

(b) deliver to the Administrative Agent legal opinions relating to the amendments to the Mortgages described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent; and

(c) deliver to the Administrative Agent a completed standard "life of loan" flood hazard determination form for each property encumbered by a Mortgage, and if the property is located in an area designated by the U.S. Federal Emergency Management Agency (or any successor agency) as having special flood or mud slide hazards, (i) a notification to the Borrower ("Borrower Notice") and (if applicable) notification to the Borrower that flood insurance coverage under the National Flood Insurance Program ("NFIP") created by the U.S. Congress pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004 is not available because the applicable community does not participate in the NFIP, (ii) documentation evidencing the Borrower's receipt of the Borrower Notice (e.g., countersigned Borrower Notice, return receipt of certified U.S. Mail, or overnight delivery), and (iii) if Borrower Notice is required to be given and flood insurance is available in the community in which the property is located, a copy of one of the following: the flood insurance policy, the Borrower's application for a flood insurance policy plus proof of premium payment, a declaration page confirming that flood insurance has been issued, or such other evidence of flood insurance reasonably satisfactory to the Administrative Agent.

SECTION 6. Effect of Amended Credit Agreement.

(a) Except as expressly set forth herein or in the Amended Credit Agreement, this First Amendment and the Amended Credit Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement, the Amended Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or the Amended Credit Agreement or any other provision of the Credit Agreement, the Amended Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower, any Guarantor or any other Person to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Amended Credit Agreement or any other Loan Document in similar or different circumstances.

(b) On the First Amendment Effective Date, the Credit Agreement shall be amended as set forth in Section 1 above. The parties hereto acknowledge and agree that (i) this First Amendment, the Amended Credit Agreement, any other Loan Document or other document or instrument executed and delivered in connection herewith do not constitute a novation, or termination of the obligations of the Borrower and the Guarantors under the Loan Documents, including, without limitation, the Credit Agreement and the Security Agreement, as in effect prior to the First Amendment Effective Date (collectively, the "Obligations") and (ii) such Obligations are in all respects continuing (as amended by this First Amendment) with only the terms thereof being modified to the extent provided in this First Amendment, and the Borrower and each Guarantor reaffirm such Obligations, including in respect of any guaranties of, and any pledges of collateral securing, such Obligations, including, without limitation, the First Amendment Term Loans. Upon the satisfaction of the conditions precedent set forth in Section 4 of this First Amendment, the provisions of this First Amendment will become effective and binding upon, and enforceable against, the Borrower, the Administrative Agent and the Lenders.

(c) This First Amendment shall constitute a Loan Document for all purposes under the Amended Credit Agreement and shall be administered and construed pursuant to the terms of the Amended Credit Agreement.

SECTION 7. Counterparts. This First Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 4. Delivery of an executed signature page to this First Amendment by facsimile or other electronic transmission (including "pdf") shall be as effective as delivery of a manually signed counterpart of this First Amendment.

SECTION 8. Applicable Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Headings. Headings used herein are for convenience of reference only, are not part of this First Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this First Amendment.

[*Signature pages follow***]**

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

PQ CORPORATION
as Borrower

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

CPQ MIDCO I CORPORATION
as Holdings

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary and Vice President

COMMERCIAL RESEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY
as Guarantors

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President and Secretary

PQ INTERNATIONAL, INC.
as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: President and Secretary

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC
as Guarantors

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, General Counsel and Secretary

POTTERS INDUSTRIES HOLDING, INC.
as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary

SAJB HOLDING COMPANY, LLC
as a Guarantor

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary and Vice President

POTTERS HOLDINGS II, L.P.
as a Guarantor

By: POTTERS HOLDINGS II GP, LLC, *its general partner*

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary and Vice President

ACKNOWLEDGED AND ACCEPTED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: /s/ Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

Additional Term Lenders:

☒ Mark this box to consent as an Additional Term Lender and to make the First Amendment Term Loans to the Borrower on the First Amendment Effective Date in an amount not to exceed the amount expressly set forth on your signature page hereto as described in this First Amendment.

Specify the maximum amount of Additional Term Loans you are requesting:
First Amendment Tranche B-1 Term Loans $158,004,424.63
First Amendment Tranche B-2 Term Loans €24,650,000.00

By executing this First Amendment, the undersigned consents to this First Amendment and the Amended Credit Agreement.

Please enter the information of a contact for any questions on this signature page:

Name:

Tel No.:

Email:

Name of Institution:

JPMorgan Chase Bank, N.A.

By: /s/ Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

By:
Name:
Title:

Exhibit 10.3

EXECUTION VERSION

ABL CREDIT AGREEMENT

Dated as of May 4, 2016

among

PQ CORPORATION,
as the US Borrower,

THE CANADIAN BORROWERS PARTY HERETO,

THE EUROPEAN BORROWERS PARTY HERETO,

CPQ MIDCO I CORPORATION,
as Holdings,

THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

CITIBANK, N.A.,
as Administrative Agent and Issuing Bank,

and
CITIGROUP GLOBAL MARKETS INC., CREDIT SUISSE SECURITIES (USA) LLC,
JPMORGAN CHASE BANK, N.A., MORGAN STANLEY SENIOR FUNDING, INC.,
DEUTSCHE BANK SECURITIES INC., GOLDMAN SACHS LENDING PARTNERS LLC,
JEFFERIES FINANCE LLC and KEYBANC CAPITAL MARKETS INC.,

as Joint Lead Arrangers
and Joint Bookrunners

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ABL CREDIT AGREEMENT

ABL CREDIT AGREEMENT, dated as of May 4, 2016 (this "**Agreement**"), by and among PQ Corporation, a Pennsylvania corporation ("**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Canadian Borrowers from time to time party hereto, the European Borrowers from time to time party hereto, the Lenders from time to time party hereto and Citibank, N.A. ("**Citi**"), in its capacities as administrative agent and collateral agent for the Lenders (the "**Administrative Agent**"); with Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., Deutsche Bank Securities Inc., Goldman Sachs Lending Partners LLC, Jefferies Finance LLC and KeyBanc Capital Markets Inc., as joint lead arrangers and joint bookrunners (in such capacities, collectively, the "**Arrangers**").

RECITALS

A. Pursuant to the terms of the Reorganization Agreement, the US Borrower and the other parties thereto will consummate a series of steps to reorganize and combine the businesses of the US Borrower and certain of its affiliates and Eco Services Operations LLC, a Delaware limited liability company ("**Eco Services**") and certain of its affiliates, and in connection therewith (i) Eco Services Intermediate Holdings LLC, a Delaware limited liability company and direct parent of Eco Services, will merge with and into PQ Holdings Inc., pursuant to which PQ Holdings Inc. will continue as the surviving corporation (the "**First PQ/Eco Merger**"), (ii) immediately following the First PQ/Eco Merger, PQ Holdings Inc. will contribute and assign to Holdings, and Holdings will accept such contribution and assignment of, PQ Holdings Inc.'s membership interests in Eco Services (the "**PQ Holdings Contribution**"), (iii) immediately following the PQ Holdings Contribution, Eco Services will merge with and into the US Borrower, pursuant to which the US Borrower will continue as the surviving corporation (the "**Second PQ/Eco Merger**"), and (iv) following the Second PQ/Eco Merger, the US Borrower will contribute and assign to Eco Services Operations Corp., a Delaware corporation, and Eco Services Operations Corp. will assume, all of the assets and liabilities of the US Borrower that were formerly assets or liabilities of Eco Services prior to the Second PQ/Eco Merger (the "**Eco Contribution**").

B. The US Borrower has requested that the Lenders extend credit in the form of an asset-based Revolving Facility with Commitments in an aggregate amount of $200,000,000, subject to increase as permitted herein.

C. In addition, the US Borrower will also (i) issue (a) the 2022 Senior Secured Notes (as hereinafter defined) in an aggregate principal amount equal to $625,000,000 under the 2022 Senior Secured Note Documents (as hereinafter defined), and (b) the 2022 Senior Unsecured Notes (as hereinafter defined) in an aggregate principal amount equal to $525,000,000 under the 2022 Senior Unsecured Note Documents (as hereinafter defined), and (ii) borrow term loans under a term facility comprised of (a) a Dollar tranche of term loans in an aggregate principal amount of $900,000,000 and (b) a Euro tranche of term loans in an aggregate principal amount of €265,000,000, in each case the proceeds of which shall be used to finance a portion of the Refinancing and the other Transactions.

D. The Lenders are willing to extend such credit to the Borrowers on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

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

"**ABL Collateral**" means "ABL Priority Collateral" as defined in the ABL Intercreditor Agreement.

"**ABL Intercreditor Agreement**" means the ABL Intercreditor Agreement dated as of the Closing Date, by and among the Administrative Agent, the Term Loan Administrative Agent, Wells Fargo Bank, National Association, as trustee under the 2022 Senior Secured Note Indenture and the other parties thereto from time to time and acknowledged by the US Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**ABR**", when used in reference to any Revolving Loan or Borrowing, refers to whether such Revolving Loan, or the Revolving Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

"**ABR Revolving Loan**" means a Revolving Loan bearing interest at a rate determined by reference to the Alternate Base Rate.

"**Acceptable Intercreditor Agreement**" means the Intercreditor Agreements, a Market Intercreditor Agreement or another intercreditor agreement that is reasonably satisfactory to the Lead Borrower and the Administrative Agent.

"**Account**" has the meaning assigned to such term in the UCC (and/or, with respect to any Accounts of any Canadian Loan Party, as defined in the PPSA), including all rights to payment for Inventory, merchandise and goods sold or leased, or for services rendered.

"**Account Debtor**" means any Person obligated on an Account.

"**ACH**" means automated clearing house transfers.

"**Acquired Canadian Eligible Accounts**" has the meaning assigned to such term in the definition of "Canadian Borrowing Base".

"**Acquired Canadian Eligible Inventory**" has the meaning assigned to such term in the definition of "Canadian Borrowing Base".

"**Acquired European Eligible Accounts**" has the meaning assigned to such term in the definition of "European Borrowing Base".

"**Acquired European Eligible Inventory**" has the meaning assigned to such term in the definition of "European Borrowing Base".

"**Acquired US Eligible Accounts**" has the meaning assigned to such term in the definition of "US Borrowing Base".

"**Acquired US Eligible Inventory**" has the meaning assigned to such term in the definition of "US Borrowing Base".

"**Additional Agreement**" has the meaning assigned to such term in Article 8.

"**Additional Revolving Commitments**" means any revolving credit commitment added pursuant to Section 2.22 or 2.23.

"**Additional Revolving Credit Exposure**" means, with respect to any Lender at any time, the aggregate Outstanding Amount at such time of all Additional Revolving Loans of such Lender, plus the aggregate outstanding amount at such time of such Lender's LC Exposure and participation interest in Protective Advances and Overadvances, in each case, attributable to its Additional Revolving Commitments.

"**Additional Revolving Facility**" means any revolving credit facility added pursuant to Section 2.22 or 2.23.

"**Additional Revolving Lender**" has the meaning assigned to such term in Section 2.22(b).

"**Additional Revolving Loans**" means any Revolving Loan made hereunder pursuant to any Additional Revolving Commitments.

"**Adjustment Date**" means the first day of January, April, July and October of each Fiscal Year.

"**Administrative Agent**" has the meaning assigned to such term in the preamble to this Agreement.

"**Administrative Agent Account**" has the meaning assigned to such term in Section 5.16(b).

"**Administrative Questionnaire**" means a customary administrative questionnaire in the form provided by the Administrative Agent.

"**Adverse Proceeding**" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings, the Borrowers or any of their respective Restricted Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claim), whether pending or, to the knowledge of Holdings, the Borrowers or any of their respective Restricted Subsidiaries, threatened in writing, against or affecting Holdings, the Borrowers or any of their respective Restricted Subsidiaries or any property of Holdings, the Borrowers or any of their respective Restricted Subsidiaries.

"**Affiliate**" means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. No Person shall be an "Affiliate" solely because it is an unrelated portfolio company of the Sponsor and none of the Administrative Agent, the Arrangers, any Lender or any of their respective Affiliates shall be considered an Affiliate of Holdings or any subsidiary thereof. For purposes of the Loan Documents, Jefferies Finance LLC and its Affiliates shall be deemed to be "Affiliates" of Jefferies LLC and its Affiliates.

"**Aggregate Commitments**" means, at any time, the sum of all Commitments at such time. As of the Closing Date, the amount of Aggregate Commitments is $200,000,000.

"**Agreement**" has the meaning assigned to such term in the preamble to this ABL Credit Agreement.

"**Alternate Base Rate**" means, for any day, a rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect on such day *plus* 0.50%, (b) to the extent ascertainable, the Published LIBO Rate (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) *plus* 1.00%; provided that for the purpose of this clause (b), the Published LIBO Rate for any day shall be based on the rate determined on such day at approximately 11 a.m. (London time) by reference to ICE LIBOR as published by Bloomberg (or another commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time), and (c) the Prime Rate. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Published LIBO Rate, as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Published LIBO Rate, as the case may be.

"**Alternate Currency**" means any currency other than Dollars, Canadian Dollars, Euros and Sterling, approved by the Lenders in accordance with Section 1.12.

"**Applicable Administrative Agent**" means (i) with respect to ABL Collateral, the Administrative Agent, (ii) with respect to Term Loan Collateral, the Term Loan Administrative Agent (or other analogous term in another Acceptable Intercreditor Agreement, as applicable) or (iii) if at any time there is no Intercreditor Agreement or other intercreditor agreement described in the definition of "Acceptable Intercreditor Agreement" then in effect, the Administrative Agent.

"**Applicable Percentage**" means, with respect to any Lender for any Class, the percentage of the Aggregate Commitments for such Class represented by such Lender's Commitment for such Class; provided that for purposes of Section 2.21 and otherwise herein, when there is a Defaulting Lender, any such Defaulting Lender's Commitment shall be disregarded in the relevant calculations. In the event the Aggregate Commitments for any Class shall have expired or been terminated, the Applicable Percentages of any Lender of such Class shall be determined on the basis of the Revolving Credit Exposure of the applicable Lenders of such Class, giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

"**Applicable Rate**" means, for any day,

(a) with respect to Initial Revolving Loans, any Overadvance or any Protective Advance, the rate per annum applicable to the relevant Class of Revolving Loans set forth below, based upon the Average Availability as of the last day of the most recently ended Test Period; provided that until the first Adjustment Date following the completion of at least one full Fiscal Quarter ended after the Closing Date, the "Applicable Rate" shall be the applicable rate per annum set forth below in Category 2:

Average Availability	ABR Revolving Loans and Canadian Prime Rate Revolving Loans	LIBO Revolving Loans and CDOR Revolving Loans
Category 1		
³ 66.7%	0.50%	1.50%
Category 2		
< 66.7% but ³ 33.3%	0.75%	1.75%
Category 3		
< 33.3%	1.00%	2.00%

(b) with respect to any Additional Revolving Loan of any Class, the rate or rates per annum specified in the applicable Incremental Facility, or Extension Amendment.

The Applicable Rate pursuant to clause (a) shall be adjusted quarterly on a prospective basis on each Adjustment Date based upon the Average Availability in accordance with the table above; provided that if a Borrowing Base Certificate is not delivered when required pursuant toSection 5.01(l), the "Applicable Rate" shall be the rate per annum set forth above in Category 3 until such Borrowing Base Certificate is delivered in compliance withSection 5.01(l).

"**Approved Appraiser**" means Hilco Valuation Services, LLC or any other appraiser or consultant approved in writing by the Lead Borrower (such approval not to be unreasonably withheld) so long as an Event of Default does not exist or is continuing, in which case the Lead Borrower's consultation (but not approval) shall be required with respect to the appointment of an "Approved Appraiser".

"**Arrangers**" has the meaning assigned to such term in the preamble to this Agreement.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), and accepted by the Administrative Agent in the form ofExhibit A-1 or any other form approved by the Administrative Agent and the Lead Borrower.

"**Availability**" means as of any applicable date, the amount by which the Line Cap exceeds the Total Revolving Credit Exposure, in each case at such time.

"**Availability Reserve**" means without duplication, (a) the Rent and Charges Reserve; (b) the Hedge Product Reserve, (c) the Banking Services Reserve; provided that reserves of the type described in this clause (c) shall be instituted only after consultation with the Lead Borrower; (d) the Retention of Title Reserve; (e) the Priority Payable Reserve; (f) the GST, HST, VAT Tax Reserve; (g) the Enterprise Act Reserve; (h) such additional reserves not otherwise addressed in clauses (a) through (g) above, in such amounts and with respect to such matters, as the Administrative Agent in its Permitted Discretion may elect to establish or modify from time to time.

Notwithstanding anything to the contrary in this Agreement, (i) such Availability Reserves shall not be established or changed except upon not less than five (5) Business Days' (or such shorter period as may be agreed by the Lead Borrower) prior written notice to the Lead Borrower, which notice shall include a reasonably detailed description of such applicable Availability Reserve being established (during which period (a) the Administrative Agent shall, if requested, discuss any such Availability Reserve or change with the Lead Borrower and (b) the Lead Borrower may take such action as may be required so that the event, condition or matter that is the basis for such Availability Reserve or change thereto no longer exists or exists in a manner that would result in the establishment of a lower Availability Reserve or result in a lesser change thereto, in a manner and to the extent reasonably satisfactory to the Administrative Agent), (ii) the amount of any Availability Reserve established by the Administrative Agent, and any change in the amount of any Availability Reserve, shall be limited to such Availability Reserve or changes as the Administrative Agent determines in its Permitted Discretion to be necessary (a) to reflect items that could reasonably be expected to adversely affect the value of the applicable Eligible Accounts or Eligible Inventory or (b) to reflect items that could reasonably be expected to adversely affect the enforceability or priority of the Administrative Agent's Liens on the applicable Collateral, and (iii) the amount of any Availability Reserve established by the Administrative Agent, and any change in the amount of any Availability Reserve, shall have a reasonable relationship to

the event, condition or other matter that is the basis for such Availability Reserve or such change; *provided* that (x) no Availability Reserves may be established after the Closing Date based on events, conditions or matters known to the Administrative Agent as of the Closing Date for which no Availability Reserve was imposed on the Closing Date or criteria included in the definitions of Eligible Accounts or Eligible Inventory, in each case, as in effect on the Closing Date, unless such events, conditions or matters have changed in any material adverse respect since the Closing Date, (y) in no event shall any Availability Reserve with respect to any component of the Borrowing Base duplicate any Availability Reserve or adjustment already accounted for in determining eligibility criteria (including collection and/or advance rates) and (z) no Availability Reserve shall be imposed on the first 5% of dilution of Accounts and thereafter no dilution Availability Reserve shall exceed 1% for each incremental whole percentage in dilution over 5% (it being agreed that partial percentage point reserves are permitted (e.g., a reserve for 0.1 percentage points where dilution is 5.1%). Notwithstanding clause (i) of the preceding sentence, changes to the Availability Reserves solely for purposes of correcting mathematical or clerical errors (and such other changes as are otherwise agreed to by the Lead Borrower) shall only be subject to a notice period of one (1) Business Day, it being understood that no Default or Event of Default shall be deemed to result therefrom, if applicable, for a period of five (5) Business Days.

"**Available Excluded Contribution Amount**" means the aggregate amount of Cash or Cash Equivalents or the fair market value of other assets or property (as reasonably determined by the Borrowers, but excluding any Cure Amount) received by the Borrowers or any of their Restricted Subsidiaries after the Closing Date from:

(1) contributions in respect of Qualified Capital Stock (other than any amounts received from the Borrowers or any of its Restricted Subsidiaries), and

(2) the sale of Qualified Capital Stock of the Borrower or any of its Restricted Subsidiaries (other than (x) to the Borrowers or any Restricted Subsidiary of the Borrowers, (y) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or (z) with the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii)),

in each case, designated as Available Excluded Contribution Amounts pursuant to a certificate of a Responsible Officer on or promptly after the date the relevant capital contribution is made or the relevant proceeds are received, as the case may be.

"**Average Availability**" means, on the applicable Adjustment Date, the quotient, expressed as a percentage, obtained by dividing (a) the average daily Availability for the Fiscal Quarter immediately preceding such Adjustment Date by (b) the average daily Line Cap for such Fiscal Quarter. In determining "Average Availability", the Borrowing Base as of any day shall be calculated by reference to the most recent Borrowing Base Certificates delivered to the Administrative Agent on or prior to such day pursuant to Section 5.01(l).

"**Average Usage**" means, on the applicable Adjustment Date, the quotient, expressed as a percentage, obtained by dividing (a) the average daily Outstanding Amount of the Total Revolving Credit Exposure for the Fiscal Quarter immediately preceding such Adjustment Date by (b) the average daily Aggregate Commitments (other than Commitments of Defaulting Lenders) for such Fiscal Quarter.

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

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

"**Bank Levy**" means the UK bank levy as set out in Schedule 19 to the Finance Act 2011.

"**Banking Services**" means each and any of the following bank services provided to any Loan Party or any Restricted Subsidiary: commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and Deposit Accounts.

"**Banking Services Obligations**" means any and all obligations of any Loan Party, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services (a) under any arrangement that is in effect on the Closing Date between any Loan Party and a counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger as of the Closing Date or (b) under any arrangement that is entered into after the Closing Date by any Loan Party with any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such arrangement is entered into, in each case, that has been designated to the Administrative Agent in writing by the Lead Borrower as being Banking Services Obligations for the purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender.

"**Banking Services Reserve**" means the aggregate amount of reserves established by the Administrative Agent from time to time in its Permitted Discretion in respect of Secured Banking Services Obligations.

"**Bankruptcy Code**" means Title 11 of the United States Code (11 U.S.C. § 101*et seq.*).

"**Blocked Account Agreement**" has the meaning assigned to such term in Section 5.16(a).

"**Blocked Accounts**" has the meaning assigned to such term in Section 5.16(a).

"**Board**" means the Board of Governors of the Federal Reserve System of the U.S.

"**Bona Fide Debt Fund**" means any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business which is managed, sponsored or advised by any Person controlling, controlled by or under common control with (a) any Company Competitor or (b) any Affiliate of such competitor, but with respect to which no personnel involved with any investment in such Person (i) makes, has the right to make or participates with others in making any investment decisions with respect to such debt fund, investment vehicle, regulated bank entity or unregulated lending entity or (ii) has access to any information (other than information that is publicly available) relating to Holdings, the Borrowers or their respective subsidiaries

or any entity that forms a part of any of their respective businesses; it being understood and agreed that the term "Bona Fide Debt Fund" shall not include any Person that is separately identified to the Arrangers in accordance with clause (a)(i) of the definition of "Disqualified Institution" or any Affiliate of any such Person that is reasonably identifiable on the basis of such Affiliate's name.

"**Borrowers**" means, collectively, the US Borrower, the Canadian Borrowers and the European Borrowers.

"**Borrower Materials**" has the meaning assigned to such term in Section 9.01(d).

"**Borrowing**" means any (a) Revolving Loans of the same Type and Class made, converted or continued on the same date and, in the case of LIBO Rate Revolving Loans or CDOR Loans, as to which a single Interest Period is in effect or (b) Protective Advance.

"**Borrowing Base**" means, at any time of calculation, the aggregate amount of the US Borrowing Base, the Canadian Borrowing Base and the European Borrowing Base.

"**Borrowing Base Certificates**" means the US Borrowing Base Certificate, Canadian Borrowing Base Certificate or European Borrowing Base Certificate, as applicable.

"**Borrowing Request**" means a request by any Borrower (or the Lead Borrower on its behalf) for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit B or such other form that is reasonably acceptable to the Administrative Agent and such Borrower.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, New York, London, England or Toronto, Ontario are authorized or required by law to remain closed; provided that (x) when used in connection with a LIBO Rate Revolving Loan or Letter of Credit denominated in Dollars, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar or Sterling deposits in the London interbank market, (y) when used in connection with a LIBO Rate Revolving Loan or Letter of Credit denominated in Euros, the term "Business Day" shall also exclude any TARGET2 Day or (z) when used in connection with any CDOR Revolving Loan or Letter of Credit denominated in Canadian Dollars any funding, disbursement, settlement and/or payments in Canadian Dollars in respect of such CDOR Revolving Loan or Letter of Credit or any other dealing in Canadian Dollars to be carried out pursuant to this Agreement in respect of any such CDOR Revolving Loan or Letter of Credit, means any such day that is also a day on which dealings are conducted by and between banks in the Toronto interbank market.

"**Canadian AML Laws**" has the meaning assigned to such term in Section 9.17.

"**Canadian Banking Services Obligations**" means Banking Services Obligations of a Canadian Loan Party that are not "Banking Services Obligations" as defined in the Term Loan Agreement (or any equivalent term under the Term Facility).

"**Canadian Borrower**" means any Subsidiary of the US Borrower that is incorporated or organized under the laws of the Canada or any province or territory thereof and designated as a "Canadian Borrower" pursuant to a Canadian Borrower Joinder Agreement.

"**Canadian Borrower Joinder Agreement**" means a joinder agreement executed by the applicable Canadian Loan Party in form and substance reasonably satisfactory to the Administrative Agent (which shall include a condition that each Revolving Lender with an Initial Canadian Commitment

has reasonably satisfied its requirements under applicable "know your customer" and anti-money laundering rules and regulations with respect to each applicable Canadian Loan Party).

"**Canadian Borrowing Base**" means the sum, in Dollars, of the following as set forth in the most recently delivered Canadian Borrowing Base Certificate:

(a) 85% of the Canadian Loan Parties' Eligible Accounts; *plus*

(b) the lesser of (i) 85% of the Net Orderly Liquidation Value or (ii) 70% of the book value of the Canadian Loan Parties' Eligible Inventory (calculated at the lower of cost or market value); *plus*

(c) 100% of Qualified Cash of the Canadian Loan Parties; provided that the sum of all Qualified Cash of all Loan Parties included in the US Borrowing Base, the Canadian Borrowing Base and the European Borrowing Base may not exceed $25,000,000 in the aggregate; *minus*

(d) any Availability Reserve established in connection with the foregoing.

In connection with any Subject Transaction, the Canadian Borrowers may submit a Canadian Borrowing Base Certificate reflecting a calculation of the Canadian Borrowing Base that includes Eligible Accounts and Eligible Inventory (otherwise satisfying the criteria in respect thereof, contained in such definition) acquired by Canadian Loan Parties in connection with such Subject Transaction (the "**Acquired Canadian Eligible Accounts**" and the "**Acquired Canadian Eligible Inventory**", respectively) and, from and after the Subject Transaction Date, the Canadian Borrowing Base hereunder shall be calculated giving effect thereto; provided that prior to the completion of a field examination and inventory appraisal with respect to such Acquired Canadian Eligible Accounts and Acquired Canadian Eligible Inventory, such adjustment to the Canadian Borrowing Base shall only be available if a customary desktop audit with respect to such assets reasonably satisfactory to the Administrative Agent in its Permitted Discretion has been completed and shall be limited to (i) from the Subject Transaction Date until the date that is 91 days after the Subject Transaction Date, the aggregate amount of Acquired Canadian Eligible Accounts and Acquired Canadian Eligible Inventory included in the Canadian Borrowing Base prior to the completion of a field examination and inventory appraisal with respect thereto, shall not exceed 10% of the Canadian Borrowing Base (calculated after giving effect to the inclusion (up to such 10% cap) of the Acquired Canadian Eligible Accounts and Acquired Canadian Eligible Inventory as to which a field examination and inventory appraisal has not been performed). From the 91st day following the Subject Transaction Date (or such later date as the Administrative Agent may agree), the Canadian Borrowing Base shall be calculated without reference to the Acquired Canadian Eligible Accounts and the Acquired Canadian Eligible Inventory until a field examination and inventory appraisal has been completed with respect to such assets; it being understood and agreed that (x) there shall be no Default or Event of Default solely as a result of a failure to complete and deliver such inventory appraisal and field examination on or prior to the dates indicated above and (y) the performance of such inventory appraisal and field examination on the Acquired Canadian Eligible Accounts and the Acquired Canadian Eligible Inventory shall not count toward the limitations on the number of inventory appraisals and field examinations contained in Section 5.06(b).

"**Canadian Borrowing Base Certificate**" means a certificate from a Responsible Officer of the Canadian Borrowers, in substantially the form of Exhibit N, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Canadian Borrowers and the Administrative Agent or such other form which is acceptable to the Administrative Agent in its reasonable discretion.

"**Canadian Borrowing Base Effective Date**" means the first date on which (i) a Canadian Borrower delivers a Canadian Borrower Joinder Agreement and complies with clause (a)(ii) of the Collateral and Guarantee Requirement and (ii) a Canadian Borrowing Base Certificate has been delivered to the Administrative Agent.

"**Canadian Collateral**" means any and all property of any Canadian Loan Party or US Loan Party subject (or purported to be subject) to a Lien under any Collateral Document and any and all other property of any Canadian Loan Party or US Loan Party, now existing or hereafter acquired, that is or becomes subject (or purported to be subject) to a Lien pursuant to any Collateral Document, in each case, to secure the Canadian Secured Obligations.

"**Canadian Concentration Account**" has the meaning assigned to such term in Section 5.16(a).

"**Canadian Dollars**" or "**C$**" refers to the lawful money of Canada.

"**Canadian Employee**" means any employee or former employee of any Canadian Borrower or any other Canadian Loan Party.

"**Canadian Employee Plan**" means any employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, supplemental pension, profit sharing, retiring allowance, severance, deferred compensation, stock compensation, stock purchase, unit purchase, retirement, life, hospitalization insurance, medical, dental, disability or other employment group or similar benefit or employment plans or supplemental arrangements applicable to the Canadian Employees.

"**Canadian Hedge Product Amount**" has the meaning assigned to such term in the definition of Canadian Secured Hedging Obligations.

"**Canadian LC Collateral Account**" has the meaning assigned to such term in Section 2.05(j).

"**Canadian LC Exposure**" means at any time, the sum of (a) the Dollar Equivalent of the aggregate undrawn amount of all outstanding Canadian Letters of Credit at such time and (b) the Dollar Equivalent of the aggregate principal amount of all LC Disbursements with respect to Canadian Letters of Credit that have not yet been reimbursed at such time. The Canadian LC Exposure of any Lender at any time shall equal its Applicable Percentage of the aggregate Canadian LC Exposure at such time.

"**Canadian Letter of Credit**" has the meaning assigned to such term in Section 2.05(a)(i)(B)

"**Canadian Letter of Credit Sublimit**" means $2,000,000, subject to increase in accordance with Section 2.22.

"**Canadian Line Cap**" means at any time, the lesser of (i) the aggregate Initial Canadian Commitment and (ii) the then-applicable Canadian Borrowing Base.

"**Canadian Loan Guaranty**" means the Canadian Loan Guaranty Agreement, in form and substance reasonably satisfactory to the Administrative Agent (which shall be based on the US Loan Guaranty, with changes to be reasonably agreed), executed by each Canadian Loan Party party thereto and the Administrative Agent for the benefit of the Secured Parties.

"**Canadian Loan Party**" any Loan Party that is incorporated or organized under the laws of the Canada or any province or territory thereof.

"**Canadian Lockbox**" has the meaning assigned to such term in Section 5.16(a).

"**Canadian Obligations**" means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Initial Canadian Revolving Loans, all Canadian Overadvances, all Canadian Protective Advances, all Canadian LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Canadian Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Initial Canadian Revolving Loan, Canadian Overadvance, Canadian Protective Advance, Canadian Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

"**Canadian Overadvance**" has the meaning assigned to such term in Section 2.04(b).

"**Canadian Overnight Rate**" means the Bank of Canada overnight rate, which is the rate of interest charged by the Bank of Canada onone-day loans to financial institutions, for such day.

"**Canadian Pension Plans**" means each pension plan required to be registered under Canadian federal or provincial law that is maintained or contributed to by Canadian Borrowers for its employees or former employees, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

"**Canadian Person**" means any person that is incorporated or organized under the laws of Canada or any province or territory thereof.

"**Canadian Prime Rate**" means, on any day, the annual rate of interest equal to the greater of (i) the annual rate of interest announced by Citi in effect as its prime rate on such day for determining interest rates on Canadian Dollar denominated commercial loans in Canada and commonly known as "prime rate" and (ii) the annual rate of interest equal to the sum of (A) the one-month CDOR Loan Rate in effect on such day and (B) 1.00%, with any such rate to be adjusted automatically, without notice, as of the opening of business on the effective date of any change in such rate.

"**Canadian Protective Advance**" has the meaning assigned to such term in Section 2.06(a).

"**Canadian Required Lenders**" means, at any time, Lenders having Initial Canadian Revolving Credit Exposure or unused Initial Canadian Revolving Commitments representing more than 50% of the sum of the total Initial Canadian Revolving Credit Exposure and such unused Initial Canadian Revolving Commitments at such time; provided that the Initial Canadian Revolving Credit Exposure and unused Initial Canadian Revolving Commitments of any Defaulting Lender shall be disregarding in the determination of the Canadian Required Lenders at any time.

"**Canadian Secured Hedging Obligations**" means all Hedging Obligations (other than any Excluded Swap Obligations) of any Canadian Loan Party under each Hedge Agreement that (a) is in effect on the Closing Date between any Canadian Loan Party and a counterparty that is the Administrative Agent, a Lender, an Arranger or any Affiliate of the Administrative Agent, a Lender or an Arranger as of the Closing Date or (b) is entered into after the Closing Date between any Canadian Loan Party and any

counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such Hedge Agreement is entered into, for which such Canadian Loan Party agrees to provide security and in each case that has been designated to the Administrative Agent in writing by the Canadian Borrower as being a Canadian Secured Hedging Obligation for purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender: provided that for any such Canadian Secured Hedging Obligations to constitute "Designated Hedging Obligations," the applicable Canadian Loan Party must have provided written notice to the Administrative Agent substantially in the form of Exhibit O notifying the Administrative Agent of (i) the existence of the applicable Hedge Agreement and (ii) the maximum amount of obligations of the applicable Canadian Loan Party that may arise thereunder (the "**Canadian Hedge Product Amount**"). The Canadian Hedge Product Amount may be changed from time to time upon written notice to the Administrative Agent by the applicable Secured Party and Canadian Loan Party. No Canadian Hedge Product Amount may be established or increased at any time that a Default or Event of Default exists, or if a reserve in such amount would cause an Overadvance.

"**Canadian Secured Obligations**" means all Secured Obligations of the Canadian Loan Parties.

"**Canadian Security Agreement**" means the ABL Canadian Security Agreement among the Canadian Loan Parties and the Administrative Agent for the benefit of the Secured Parties, in form and substance reasonably acceptable to the Administrative Agent and the Canadian Borrowers, and to the extent that a Canadian Loan Party has a place of business, registered office or tangible property in the province of Quebec, such term shall include each deed of hypothec and all related documents as may be applicable.

"**Canadian Super Majority Lenders**" means, at any time, Lenders having Initial Canadian Revolving Credit Exposure and unused Initial Canadian Revolving Commitments representing more than 66-2/3% of the sum of the aggregate Initial Canadian Revolving Credit Exposure and such unused Initial Canadian Revolving Commitments of all Lenders at such time; provided that the Initial Canadian Revolving Credit Exposure and unused Initial Canadian Revolving Commitment of any Defaulting Lender shall be disregarded in the determination of the Canadian Super Majority Lenders at any time.

"**Canadian Successor Borrower**" has the meaning assigned to such term in Section 6.07(a).

"**Capital Lease**" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

"**Captive Insurance Subsidiary**" means any Restricted Subsidiary of the Lead Borrower that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

"**Cash**" means money, currency or a credit balance in any Deposit Account, in each case determined in accordance with GAAP.

"**Cash Dominion Period**" means (a) each Liquidity Period or (b) the period during which any Specified Default has occurred and is continuing.

"**Cash Equivalents**" means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. or Canadian government or (ii) issued by any agency or instrumentality of the U.S., Canada or the U.K. the obligations of which are backed by the full faith and credit of the U.S., Canada or the U.K., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by the U.K., any state of the U.S. or province or territory of Canada or any political subdivision of any such state, province or territory or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within one year after such date and issued or accepted by any Lender or by any bank organized under, or authorized to operate as a bank under, the laws of the U.S., Canada or England and Wales, any state or province, as applicable, thereof or the District of Columbia or any political subdivision thereof and that has capital and surplus of not less than $100,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (d) above, (ii) net assets of not less than $250,000,000 and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's; and (f) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law.

In the case of any Investment by any Foreign Subsidiary, "Cash Equivalents" shall also include (x) Investments of the type and maturity described in clauses (a) through (f) above of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term Investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in Investments analogous to the Investments described in clauses (a) through (f) and in this paragraph.

"**CDOR Loan Rate**" means the CDOR Rate plus the Applicable Rate.

"**CDOR Rate**" means, for any day, a rate per annum equal to the annual rate of interest that is the rate equal to the average discount rate for Canadian dollar bankers' acceptances issued on such day for a term equal or comparable to the interest period of the CDOR Revolving Loan requested as such rate appears on the "Reuters Screen CDOR Page" (as defined in the International Swaps and Derivatives Association, Inc. 2000, definitions, as modified and amended from time to time or any successor thereto) rounded to the nearest 1/l00th of 1% (with 0.005% being rounded up), as of 10:00 a.m. (Toronto, Ontario time) on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; provided, that, if such rate does not appear on the Reuters Screen CDOR Page as contemplated, then the

CDOR Rate on any day shall be the average of the annual discount rate applicable in respect of an issue of Canadian Dollar bankers' acceptances having a term equal or comparable to the Interest Period of CDOR Revolving Loan requested, quoted by Citi as of 10:00 a.m. (Toronto, Ontario time) on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; provided that in no event shall the CDOR Rate be less than zero.

"**CDOR Revolving Loans**" means Revolving Loans denominated in Canadian Dollars and bearing interest at a rate determined by reference to the CDOR Loan Rate.

"**CFC**" means a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**CFC Holdco**" means any direct or indirect Subsidiary that has no material assets other than the capital stock of, or indebtedness and capital stock of, one or more subsidiaries that are CFCs or other CFC Holdcos (for the avoidance of doubt, on the Closing Date, Potters GP, Potters LP, Potters Holdings II L.P. and Potters Holdings II GP, LLC shall not be considered CFC Holdcos).

"**Change in Law**" means (a) the adoption of any law, treaty, rule or regulation after the Closing Date, (b) any change in any law, treaty, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or such Issuing Bank by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date (other than any such request, guideline or directive to comply with any law, rule or regulation that was in effect on the Closing Date). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or U.S. or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (a), (b) and (c) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"**Change of Control**" means the earliest to occur of:

(a) at any time prior to a Qualifying IPO, the Permitted Holders ceasing to beneficially own, either directly or indirectly (within the meaning of Rule13d-3 and Rule 13d-5 under the Exchange Act), Capital Stock representing more than 50% of the total voting power of all of the outstanding voting stock of Holdings;

(b) at any time on or after a Qualifying IPO, the acquisition, directly or indirectly, by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act, but excluding any employee benefit plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor), other than one or more Permitted Holders, of Capital Stock representing more than the greater of (x) 35% of the total voting power of all of the outstanding voting stock of Holdings and (y) the percentage of the total voting power of all of the outstanding voting stock of Holdings owned, directly or indirectly, beneficially by the Permitted Holders (it being understood that a "Change of Control" shall not be deemed to have occurred with respect to clauses (a) and (b) above if the Permitted Holders have, at such time, the right or ability by voting power, contract or otherwise

to elect or designate for election a majority of the board of directors or similar governing body of Holdings); and

(c) the US Borrower ceasing to be a direct or indirect Wholly-Owned Subsidiary of Holdings;

provided that the creation of a Parent Company shall not in and of itself cause a Change of Control so long as at the time such Person became a Parent Company, no Person and no group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any such group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) (other than the Permitted Holders), shall have beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provisions), directly or indirectly, of 50% or more, in the case of clause (a) above, or 35% or more (or, if higher, the percentage then held by the Permitted Holders), in the case of clause (b) above, of the total voting power of all of the outstanding voting stock of Holdings.

"**Charge**" means any charge, fee, expense, cost, accrual or reserve of any kind.

"**Charged Amounts**" has the meaning assigned to such term in Section 9.19.

"**Citi**" has the meaning assigned to such term in the preamble to this Agreement.

"**Class**", when used in reference to any Revolving Loan, Borrowing or Commitment, refers to whether such Revolving Loan, or the Revolving Loans comprising such Borrowing, are Initial US Revolving Loans, Initial Canadian Revolving Loans, Initial European Revolving Loans, US Protective Advances, Canadian Protective Advances or European Protective Advances or respective Commitments related thereto or other loans or commitments added as a separate Class pursuant to Section 2.22 or 2.23. For the avoidance of doubt, the Initial US Revolving Loans, the Initial Canadian Revolving Loans and the Initial European Revolving Loans constitute separate Classes of Revolving Loans.

"**Closing Date**" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"**Code**" means the Internal Revenue Code of 1986 as amended (unless otherwise provided herein).

"**Co-Investors**" means (a) INEOS Investments Partnership and any of its controlled Affiliates and funds managed or advised by any of them or any of their respective controlled Affiliates and (b) the officers, directors and members of the management of the US Borrower, any Parent Company and/or any subsidiary of the US Borrower solely to the extent that such Persons own Capital Stock in the US Borrower or any direct or indirect parent thereof on the Closing Date.

"**Collateral**" means the US Collateral, the Canadian Collateral and the European Collateral.

"**Collateral Access Agreement**" means a landlord waiver, bailee letter or acknowledgment agreement of any lessor, warehouseman, processor, consignee, mortgagee, customs broker or other Person (other than any Loan Party) having possession of, a Lien upon, or having rights or interests in the inventory (or any books or records relating thereto) of any Loan Party, in each case in form and substance reasonably satisfactory to the Administrative Agent.

"**Collateral and Guarantee Requirement**" means, at any time, subject to (x) the applicable limitations set forth in this Agreement and/or any other Loan Document and (y) the time periods (and extensions thereof) set forth in Section 5.12, the requirement that:

(a) the Administrative Agent shall have received in the case of any Restricted Subsidiary that is required to become a Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary):

(i) in the case of any Person that will become a US Loan Party, (A) a joinder to the US Loan Guaranty in substantially the form attached as an exhibit thereto, (B) a supplement to the Security Agreement in substantially the form attached as an exhibit thereto, (C) if the respective Restricted Subsidiary required to comply with the requirements set forth in this definition pursuant to Section 5.12 owns registrations of or applications for U.S. Patents, Trademarks and/or Copyrights that constitute Collateral, an Intellectual Property Security Agreement in substantially the form attached as an exhibit hereto, (D) a completed Perfection Certificate Supplement with respect thereto, (E) Uniform Commercial Code financing statements in appropriate form for filing in such jurisdictions as the Administrative Agent may reasonably request and (F) entry into a Blocked Account Agreement with respect to each of its Blocked Accounts; and

(ii) in the case of any Person that will become a Canadian Loan Party, (A) a joinder to the Canadian Loan Guaranty, (B) the Canadian Security Agreement or a supplement thereto in substantially the form attached as an exhibit thereto, (C) PPSA financing statements and other appropriate registration documents in appropriate form for filing in such jurisdictions as the Administrative Agent may reasonably request and (D) entry into a Blocked Account Agreement with respect to each of its Blocked Accounts;

(iii) in the case of any Person that will become a European Loan Party, (A) a joinder to the European Loan Guaranty, (B) the instrument or document pursuant to which the European Loan Party grants a Lien on any European Collateral as security for payments of the European Obligations in form and substance reasonably satisfactory to the Administrative Agent and the Lead Borrower, (C) to the extent applicable, registration of such Collateral Document with the relevant authorities, and (D) entry into a Blocked Account Agreement with respect to each of its Blocked Accounts;

(iv) each item of Collateral that such Restricted Subsidiary is required to deliver underSection 4.02 of the US Security Agreement or any corresponding provision in any other Collateral Document (which, for the avoidance of doubt, shall be delivered within the time periods set forth in Section 5.12(a));

(b) the Administrative Agent shall have received with respect to any Material Real Estate Assets acquired after the Closing Date by any US Loan Party, a Mortgage and any necessary UCC fixture filing in respect thereof, in each case together with, to the extent customary and appropriate (as reasonably determined by the Administrative Agent and the Lead Borrower):

(i) evidence that (A) counterparts of such Mortgage have been duly executed, acknowledged and delivered and such Mortgage and any corresponding UCC or equivalent fixture filing are in form suitable for filing or recording in all filing or recording offices that the Administrative Agent may deem reasonably necessary in order to create a valid and subsisting Lien on such Material Real Estate Asset in favor of the

Administrative Agent for the benefit of the Secured Parties, (B) such Mortgage and any corresponding UCC or equivalent fixture filings have been duly recorded or filed, as applicable, and (C) all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

(ii) one or more fully paid policies of title insurance (the "**Mortgage Policies**") in an amount reasonably acceptable to the Administrative Agent (not to exceed the fair market value of the Material Real Estate Asset covered thereby (as reasonably determined by the Lead Borrower)) issued by a nationally recognized title insurance company in the applicable jurisdiction that is reasonably acceptable to the Administrative Agent, insuring the relevant Mortgage as having created a valid subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, subject only to Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request to the extent the same are available in the applicable jurisdiction;

(iii) customary legal opinions of local counsel for the relevant Loan Party in the jurisdiction in which such Material Real Estate Asset is located, and if applicable, in the jurisdiction of formation of the relevant Loan Party, in each case as the Administrative Agent may reasonably request;

(iv) surveys and appraisals (if required under the Financial Institutions Reform Recovery and Enforcement Act of 1989, as amended) and "Life-of-Loan" flood certifications and any required borrower notices under Regulation H (together with evidence of federal flood insurance for any such Flood Hazard Property located in a flood hazard area); provided that the Administrative Agent may in its reasonable discretion accept any such existing certificate, appraisal or survey so long as such existing certificate or appraisal satisfies any applicable local law requirements; and

(v) such other evidence that all other actions that the Administrative Agent may reasonably request and deem necessary in order to create a valid and subsisting Lien on such Material Real Estate Assets have been taken.

"**Collateral Documents**" means, collectively, (i) each Security Agreement, (ii) each Mortgage, (iii) each Intellectual Property Security Agreement, (iv) each security agreement and any supplement to any of the foregoing delivered to the Administrative Agent pursuant to the definition of "Collateral and Guarantee Requirement" and (v) each of the other instruments and documents pursuant to which any Loan Party grants a Lien on any Collateral as security for payment of the Secured Obligations.

"**Commercial Tort Claim**" has the meaning set forth in Article 9 of the UCC.

"**Commitment**" means, with respect to each Lender, such Lender's Initial Commitment and Additional Revolving Commitment, as applicable, in effect as of such time.

"**Commitment Fee Rate**" means on any date, with respect to the Initial Commitments, the applicable rate per annum set forth below based upon the Average Usage; provided that until the first Adjustment Date following the completion of at least one full Fiscal Quarter after the Closing Date, "Commitment Fee Rate" shall be the applicable rate per annum set forth below in Level II:

Level	Average Usage	Unused Line Fee Rate
I	³ 50%	0.250%
II	< 50%	0.375%

The Commitment Fee Rate shall be adjusted quarterly on a prospective basis on each Adjustment Date based upon the Average Usage as of such Adjustment Date.

"**Commitment Schedule**" means the Schedule attached hereto as Schedule 1.01(a).

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*).

"**Company Competitor**" means (a) any competitor of the Borrowers and/or any of their subsidiaries and (b) any Affiliate of any such competitor (other than any such Affiliate that is a Bona Fide Debt Fund).

"**Compliance Certificate**" means a Compliance Certificate substantially in the form of Exhibit C.

"**Confidential Information**" has the meaning assigned to such term in Section 9.13.

"**Consolidated Adjusted EBITDA**" means, as to any Person for any period, an amount determined for such Person on a consolidated basis equal to the total of (a) Consolidated Net Income for such period *plus* (b) the sum, without duplication, of (to the extent deducted in calculating Consolidated Net Income, other than in respect of clauses (x), (xi), (xii) and (xiv) below) the amounts of:

(i) consolidated interest expense determined in accordance with GAAP and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk (net of interest income and gains on such hedging obligations), costs of surety bonds in connection with financing activities (whether amortized or immediately expensed), and fees and expenses paid to the Administrative Agent in connection with its services hereunder, other bank, administrative agency (or trustee) and financing fees;

(ii) Taxes paid (including pursuant to any Tax sharing arrangement or any Tax distribution) and provisions for Taxes of such Person and its subsidiaries, including, in each case, arising out of tax examinations;

(iii) (A) depreciation, amortization (including, without limitation, amortization of goodwill, software and other intangible assets), (B) impairment of goodwill and other assets and (C) any asset write-off and/or write-down;

(iv) any non-cash Charge (including, without limitation, (A) any non-cash increase in expenses resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods) including changes in capitalization and variances and non-cash adjustments for LIFO accounting and (B) losses or expenses recognized in respect of any pension related benefits as a result of the application of FASB ASC 715); provided that to the extent any such non-cash Charge represents an accrual or reserve for potential cash items in any future period, (A) such Person may determine not to add back such non-cash Charge in the then-current period and (B) to the extent such Person elects to add back such non-cash Charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated Adjusted EBITDA to such extent;

(v) (A) Transaction Costs, and (B) transaction fees and Charges (1) incurred in connection with the consummation of any transaction (or any transaction proposed and not consummated) permitted under this Agreement, including the issuance or offering of Capital Stock, Investments, acquisitions, Dispositions, recapitalizations, mergers, consolidations or amalgamations, option buyouts or incurrences, repayments, refinancings, amendments or modifications of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties) or similar transactions, (2) incurred in connection with any Qualifying IPO and/or (3) that are actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance; provided that in respect of any fee, cost, expense or reserve that is added back in reliance onclause (3) above, such Person in good faith expects to receive reimbursement for such fee, cost, expense or reserve within the next four Fiscal Quarters (it being understood that to the extent any reimbursement amount is not actually received within such Fiscal Quarters, such reimbursement amount shall be deducted in calculating Consolidated Adjusted EBITDA for such Fiscal Quarters);

(vi) Public Company Costs;

(vii) the amount of management, monitoring, consulting, transaction and advisory fees and related expenses actually paid by or on behalf of, or accrued by, such Person or any of its subsidiaries (A) to the Investors (or their Affiliates or management companies) to the extent permitted under this Agreement or (B) as permitted by Section 6.09(f);

(viii) the amount of any expense or deduction that is associated with any Restricted Subsidiary and attributable to anynon-controlling interest and/or minority interest of any third party;

(ix) the amount of earnout obligation expense incurred in connection with (A) acquisitions and Investments completed prior to the Closing Date and (B) any Permitted Acquisition or other Investment permitted by this Agreement, in each case, which is paid or accrued during the applicable period;

(x) expected cost savings (including sourcing), operating expense reductions, operating improvements and synergies (collectively, "**Expected Cost Savings**") (net of actual amounts realized) that are reasonably identifiable and factually supportable (in the good faith determination of such Person, as certified by a chief financial officer, treasurer or equivalent officer of such Person) related to (A) the Transactions and (B) after the Closing Date, permitted asset sales, acquisitions, Investments, Dispositions, operating improvements, restructurings, cost saving initiatives, similar initiatives and/or specified transaction (any such operating improvement, restructuring, cost savings initiative, similar initiative or specified transaction, a "**Cost Savings Initiative**"); provided that (x) such cost savings, operating expense reductions, operating improvements or synergies are reasonably expected to be realized within 18 months of the event giving rise thereto and (y) the aggregate amount of addbacks made under this clause (x) shall not exceed an amount equal to 25% of Consolidated Adjusted EBITDA for the period of four consecutive fiscal quarters most recently ended (and such determination shall be made prior to the making of, and without giving effect to, any adjustments pursuant to this clause (x);

(xi) Charges attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, transition, opening and pre-opening expenses, business optimization and other restructuring and integration Charges (including inventory optimization programs, software development costs, costs related to the closure or consolidation of facilities and plants, costs relating to curtailments, costs related to entry into new markets, strategic initiatives and contracts, consulting fees, signing or retention costs, retention or completion bonuses, expansion and relocation expenses, severance payments, modifications to pension and post-retirement employee benefit plans, new systems design and implementation costs and startup costs);

(xii) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as such Person in good faith expects to receive such proceeds within the next four Fiscal Quarters (it being understood that to the extent not actually received within such Fiscal Quarters, such proceeds shall be deducted in calculating Consolidated Adjusted EBITDA for such Fiscal Quarters));

(xiii) unrealized net losses in the fair market value of any arrangements under Hedge Agreements;

(xiv) the amount of Cash actually received (or the amount of the benefit of any netting arrangement resulting in reduced Cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that the related non-Cash gain was deducted in the calculation of Consolidated Adjusted EBITDA;

(xv) [Reserved];

(xvi) accretion of asset retirement obligations in accordance with FASB ASC 410;

(xvii) with respect to any joint venture that is not a Restricted Subsidiary, an amount equal to the proportion of those items described in clauses (i) through (iii) above relating to such joint venture corresponding to the proportionate share of such joint venture's consolidated net income (determined as if such joint venture were a Restricted Subsidiary); and

(xviii) other add-backs and adjustments reflected in the model delivered by the Sponsor to the Arrangers on March 28, 2016;

minus (c) to the extent such amounts increase Consolidated Net Income:

(i) non-cash gains or income; provided that to the extent any non-cash gain or income represents an accrual or deferred income in respect of potential Cash items in any future period, such Person may determine not to deduct such non-cash gain or income in the then current period;

(ii) unrealized net gains in the fair market value of any arrangements under Hedge Agreements;

(iii) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(v)(B)(3) above (as described in such clause) to the extent the relevant reimbursement amounts were not received within the time period required by such clause;

(iv) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(xii) above (as described in such clause) to the extent the relevant business interruption insurance proceeds were not received within the time period required by such clause;

(v) to the extent that such Person adds back the amount of anynon-Cash charge to Consolidated Adjusted EBITDA pursuant to clause (b)(iv) above, the cash payment in respect thereof in the relevant future period; and

(vi) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for GAAP purposes.

Notwithstanding anything to the contrary herein, it is agreed that for the purpose of calculating the Total Leverage Ratio, the Senior Secured Leverage Ratio and the Secured Leverage Ratio for any period that includes the Fiscal Quarters ended March 31, 2015, June 30, 2015, September 30, 2015 or December 31, 2015, (i) Consolidated Adjusted EBITDA for the Fiscal Quarter ended March 31, 2015 shall be deemed to be $86,785,308.21, (ii) Consolidated Adjusted EBITDA for the Fiscal Quarter ended June 30, 2015 shall be deemed to be $107,259,652.67, (iii) Consolidated Adjusted EBITDA for the Fiscal Quarter ended September 30, 2015 shall be deemed to be $130,629,890.52 and (iv) Consolidated Adjusted EBITDA for the Fiscal Quarter ended December 31, 2015 shall be deemed to be $87,217,646.85; provided that (x) for the four Fiscal Quarter period ended December 31, 2015, Consolidated Adjusted EBITDA, calculated on a Pro Forma Basis, shall be deemed to be $433,630,498.25 and (y) for any subsequent four Fiscal Quarter period that includes any of the Fiscal Quarters described under clauses (ii) through (iv) above, Consolidated Adjusted EBITDA shall include the applicable amounts set forth in such clauses and the Pro Forma Basis calculation shall be in accordance with the terms thereof.

"**Consolidated Net Income**" means, as to any Person (the "**Subject Person**") for any period, the net income (or loss) of the Subject Person on a consolidated basis for such period taken as a single accounting period determined in accordance with GAAP; provided that there shall be excluded, without duplication,

(a) (i) the income of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, except to the extent of the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) paid in cash (or to the extent converted into cash) to the Subject Person or any of its Restricted Subsidiaries by such Person during such period or (ii) the loss of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, other than to the extent that the Subject Person or any of its Restricted Subsidiaries has contributed cash or Cash Equivalents to such Person in respect of such loss during such period,

(b) gains or losses (less all fees and expenses chargeable thereto) attributable to any sales or dispositions of Capital Stock or assets (including asset retirement costs) or of returned surplus assets outside of the ordinary course of business,

(c) gains or losses from (i) extraordinary items and (ii) nonrecurring or unusual items (including costs of and payments of actual or prospective legal settlements, fines, judgments or orders), including in connection with any acquisition,

(d) any unrealized or realized net foreign currency translation or transaction gains or losses impacting net income (including currency re-measurements of Indebtedness),

(e) any net gains, Charges or losses with respect to (i) any disposed, abandoned, divested and/or discontinued asset, property or operation (other than, at the option of the Lead Borrower, any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof), (ii) any disposal, abandonment, divestiture and/or discontinuation of any asset, property or operation and/or (iii) facilities or plants that have been closed during such period or for which Charges and losses were required to be recorded pursuant to GAAP,

(f) any net income or loss (less all fees and expenses or charges related thereto) attributable to the early extinguishment of Indebtedness (and the termination of any associated Hedge Agreements),

(g) (i) any Charges incurred pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, pension plan, any stock subscription or shareholder agreement or any distributor equity plan or agreement, including any fair value adjustments that may be required under liquidity puts for such arrangements and (ii) any Charges in connection with the rollover, acceleration or payout of Capital Stock held by management of any Parent Company, any Borrower and/or any Restricted Subsidiary, in each case, to the extent that any cash Charge is funded with net cash proceeds contributed to relevant Person as a capital contribution or as a result of the sale or issuance of Qualified Capital Stock,

(h) accruals and reserves that are established or adjusted within 12 months after the Closing Date that are required to be established or adjusted as a result of the Transactions in accordance with GAAP or as a result of the adoption or modification of accounting policies in accordance with GAAP,

(i) any (A) write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness, (B) goodwill or other asset impairment charges, write-offs or write-downs and (C) amortization of intangible assets, and

(j) (A) effects of adjustments (including the effects of such adjustments pushed down to the Subject Person and its subsidiaries) in the Subject Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, deferred rent, deferred trade incentives and other lease-related items, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting or acquisition accounting, as the case may be, in relation to the Transactions or any consummated acquisition or the amortization or write-off of any amounts thereof, net of Taxes and (B) the cumulative effect of changes in accounting principles or policies made in such period in accordance with GAAP which affect Consolidated Net Income.

"**Consolidated Secured Debt**" means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a Lien on any asset or property of such Person or its Restricted Subsidiaries.

"**Consolidated Senior Secured Debt**" means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a first priority Lien on any asset or property of such Person or its Restricted Subsidiaries.

"**Consolidated Total Assets**" means, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the applicable Person at such date.

"**Consolidated Total Debt**" means, as to any Person at any date of determination, the aggregate principal amount of all third party debt for borrowed money, Capital Leases and purchase money Indebtedness (but excluding, for the avoidance of doubt, undrawn letters of credit); provided that, Consolidated Total Debt shall (i) be calculated net of (x) unrestricted Cash and Cash Equivalents of such Person and (y) Cash and Cash Equivalents restricted in favor of the Secured Obligations (which may also include Cash and Cash Equivalents securing other Indebtedness secured by a Lien on the Collateral) in each case determined in accordance with GAAP and (ii) not include any Indebtedness of the Borrower and/or any Restricted Subsidiary incurred in connection with a NMTC Transaction permitted by Section 6.01(x)(ii).

"**Contractual Obligation**" means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"**Contribution Notice**" means a contribution notice issued by the Pensions Regulator under section 38 or section 47 of the Pensions Act 2004 (UK).

"**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. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Copyright**" means the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

"**Corresponding Obligations**" means all Obligations as they may exist from time to time, other than the Parallel Debts.

"**Cost Savings Initiative**" has the meaning assigned to such term in the definition of "Consolidated Adjusted EBITDA".

"**Covenant Trigger Period**" means the period (a) commencing on any day on which either (1) Availability is less than the greater of (A) 10% of the Line Cap and (B) $20.0 million or (2) US Availability is less than $15.0 million and (b) continuing until (1) Availability for each day over a 30 consecutive day period has been equal to or greater than the greater of (A) 10% of the Line Cap and (B) $20.0 million and (2) US Availability for each day over a 30 consecutive day period has been equal to or greater than $15.0 million.

"**Credit Extension**" means each of (i) the making of a Revolving Loan or Protective Advance or (ii) the issuance, amendment, modification, renewal or extension of any Letter of Credit (other than any such amendment, modification, renewal or extension that does not increase the Stated Amount of the relevant Letter of Credit).

"**Credit Suisse**" means Credit Suisse AG, Cayman Islands Branch.

"**Cure Amount**" has the meaning assigned to such term in Section 6.15(b).

"**Cure Right**" has the meaning assigned to such term in Section 6.15(b).

"**Debtor Relief Laws**" means (a) the Bankruptcy Code of the U.S., (b) the *Bankruptcy and Insolvency Act* (Canada), (c) the *Companies Creditors Arrangement Act* (Canada), (d) the *Winding-Up and Restructuring Act* (Canada), and (e) and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the U.S., the United Kingdom (including the Insolvency Act 1986), the Netherlands or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, including the Dutch *Faillissementswet*.

"**Default**" means any event or condition which upon notice, lapse of time or both would become an Event of Default.

"**Defaulting Lender**" means any Lender that has (a) defaulted in its obligations under this Agreement, including without limitation, (x) to make a Revolving Loan within two Business Days of the date required to be made by it hereunder or (y) to fund its participation in a Letter of Credit required to be funded by it hereunder within two Business Days of such obligation arose or such Revolving Loan, Letter of Credit was required to be made or funded, (b) notified the Administrative Agent, any Issuing Bank or any Loan Party in writing that it does not intend to satisfy any such obligation or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under agreements in which it commits to extend credit generally, (c) failed, within two Business Days after the request of Administrative Agent or the Borrowers, to confirm in writing that it will comply with the terms of this Agreement relating to its obligations to fund prospective Revolving Loans and participations in then outstanding Letters of Credit; 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, (d) become (or any parent company thereof has become) insolvent or been determined by any Governmental Authority having regulatory authority over such Person or its assets, to be insolvent, or the assets or management of which has been taken over by any Governmental Authority or (e) (1) become (or any parent company thereof has become) the subject of a Bail-In Action or (2) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment, unless in the case of any Lender subject to this clause (e), the Borrowers and the Administrative Agent shall each have determined that such Lender intends, and has all approvals required to enable it (in form and substance satisfactory to each of the Borrowers and the Administrative Agent), to continue to perform its obligations as a Lender hereunder; provided that no Lender shall be deemed to be a Defaulting Lender solely by virtue of (i) the ownership or acquisition of any Capital Stock in such Lender or its parent by any Governmental Authority or (ii) in the case of a solvent Person, the commencement of silent administration proceedings under The Financial Supervision Act (Wet financieel toezicht – Wft) then in effect in the Netherlands; provided that, in either case, such action does not result in or provide such Lender with immunity from the jurisdiction of courts within the U.S. 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 contract or agreement to which such Lender is a party.

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"**Derivative Transaction**" means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers or consultants of the Borrowers or their subsidiaries shall be a Derivative Transaction.

"**Designated Hedging Obligations**" means any Canadian Secured Hedging Obligations, European Secured Hedging Obligations and US Secured Hedging Obligations for which the applicable Loan Party has complied with the requirements of the definitions of Canadian Secured Hedging Obligations, European Secured Hedging Obligations and US Secured Hedging Obligations, as applicable, to constitute "Designated Hedging Obligations."

"**Designated Non-Cash Consideration**" means the fair market value (as determined by the Lead Borrower in good faith) ofnon-Cash consideration received by any Borrower or any Restricted Subsidiary in connection with any Disposition pursuant to Section 6.07(h) or any Sale Lease-Back Transaction pursuant to Section 6.08 that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Lead Borrower, setting forth the basis of such valuation (which amount will be reduced by the amount of Cash or Cash Equivalents received in connection with a subsequent sale or conversion of such Designated Non-Cash Consideration to Cash or Cash Equivalents).

"**Direction**" has the meaning set forth in Section 2.17(i)(ii).

"**Disposition**" or "**Dispose**" means the sale, lease, sublease, or other disposition of any property of any Person.

"**Disqualified Capital Stock**" means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such redemption is in part, only such part coming into effect prior to 91 days following the Latest Maturity Date shall constitute Disqualified Capital Stock), (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Capital Stock, in

each case at any time on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to 91 days following the Latest Maturity Date shall constitute Disqualified Capital Stock) or (d) provides for the scheduled payments of dividends in Cash on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of any change in control, Qualifying IPO or any Disposition occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Termination Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of Holdings, any Borrower or any Restricted Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations, and (B) no Capital Stock held by any future, present or former employee, director, officer, manager, member of management or consultant (or their respective Affiliates or Immediate Family Members) of any Borrower (or any Parent Company or any subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

"**Disqualified Institution**" means (a) (i) any Person identified in writing to the Arrangers on or prior to March 29, 2016 and (ii) any Affiliate of such Person that is reasonably identifiable on the basis of such Affiliate's name or that the Lead Borrower has otherwise identified by name in writing as an Affiliate to the Administrative Agent (provided that any such designation may not apply retroactively to disqualify any person that has previously acquired an assignment or participation interest in any Revolving Loan) and (b) (i) any Person that is or becomes a Company Competitor and is designated by the Lead Borrower as such in a writing provided to the Administrative Agent after the date hereof, which designation shall not apply retroactively to disqualify any Person that has previously acquired any assignment or participation interest in any Revolving Loan and (ii) any Affiliate of any such Company Competitor (other than a Bona Fide Debt Fund) that is reasonably identifiable on the basis of such Affiliate's name or that the Lead Borrower has otherwise identified as an Affiliate; provided that an entity becoming an Affiliate of a Company Competitor shall not retroactively disqualify any Person that has previously acquired any assignment or participation interest in any Revolving Loan.

"**Dollar Equivalent**" means, at any time, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date or other relevant date of determination) for the purchase of Dollars with such other currency.

"**Dollars**" or "**$**" refers to lawful money of the U.S.

"**Domestic Subsidiary**" means any Subsidiary incorporated or organized under the laws of the U.S., any state thereof or the District of Columbia.

"**Dutch Loan Party**" means a Loan Party incorporated under the laws of the Netherlands.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

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

"**Eligible Account Debtor Jurisdictions**" shall mean (i) with respect to the US Borrowing Base, the United States, (ii) with respect to the Canadian Borrowing Base, Canada or the United States, or (iii) with respect to the European Borrowing Base, Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, New Zealand, Portugal, Spain, Sweden, Switzerland, United Kingdom or the United States, in each case together with any state, province or territory thereof (as applicable).

"**Eligible Accounts**" means those Accounts created by any Loan Party (other than Holdings) in the ordinary course of business, that arise out of such Loan Party's sale of goods or rendition of services, that comply with each of the representations and warranties in all material respects respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by the Administrative Agent in the Administrative Agent's Permitted Discretion to address, among other things, the results of any audit performed by the Administrative Agent from time to time after the Closing Date. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits and unapplied cash. Eligible Accounts shall not include the following:

(a) Accounts (i) that are more than 60 days past due and (ii) that the Account Debtor has failed to pay within 90 days of original invoice date (or 120 days for Accounts in an amount not in excess of $5,000,000),

(b) Accounts owed by an Account Debtor where 50% or more of all Accounts owed by that Account Debtor are deemed ineligible under clause (a) above,

(c) Accounts with respect to which the Account Debtor is an Affiliate of a Loan Party, or an employee or agent of a Loan Party, as applicable, (other than Accounts of an Affiliate that is a portfolio company of the Sponsor (and is not a Subsidiary of Holdings) arising in the ordinary course of business on arm's length terms),

(d) Accounts arising in a transaction wherein goods are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold (except where ownership in the underlying good has been transferred to the Account Debtor and in connection therewith the Administrative Agent has in its Permitted Discretion, established an Availability Reserve), or any other terms by reason of which the payment by the Account Debtor may be conditional,

(e) Accounts that are payable in a currency other than Dollars, Canadian Dollars, Sterling or Euros,

(f) Accounts with respect to which the Account Debtor is either (i) not domiciled in an Eligible Account Debtor Jurisdiction or (ii) if other than a natural Person, not organized, formed or incorporated under the laws of an Eligible Account Debtor Jurisdiction unless, (w) the Account is supported by an irrevocable letter of credit or other credit support reasonably satisfactory to the Administrative Agent which is assigned to the Administrative Agent for benefit of the Secured Parties (with such assignment acknowledged by the issuing or domestic confirming bank) or, if requested by the Administrative Agent, that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent, (x) the Account is covered by credit insurance in form, substance and amount, and by an insurer, reasonably satisfactory to the Administrative Agent, (y) the Account Debtor is an Affiliate of an Account Debtor that satisfies either clause (i) or (ii) above that has initiated the relevant purchase order on behalf of such Account Debtor in the ordinary course of business or (z) the Account Debtor is an Eligible Multinational Account Debtor; provided that the sum of all Eligible Accounts due from all Eligible Multinational Account Debtors included in the US Borrowing Base, the Canadian Borrowing Base and the European Borrowing Base shall not exceed $10,000,000 in the aggregate.

(g) (i) with respect to the US Borrowing Base, Accounts in excess of $7,500,000 in the aggregate with respect to which the Account Debtor is the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which the applicable Borrower has complied, to the reasonable satisfaction of the Administrative Agent, with the Assignment of Claims Act, 31 USC § 3727), (ii) with respect to the Canadian Borrowing Base, Accounts in excess of $5,000,000 in the aggregate with respect to which the Account Debtor is Canada, any province or territory of Canada or any department, agency, or instrumentality thereof (exclusive, however, of Accounts with respect to which the applicable Loan Party has complied, to the reasonable satisfaction of the Administrative Agent, with Part VII of the *Financial Administration Act* (Canada) or other Applicable Law and also excluding Accounts, the perfection on which may be effected by registration under the PPSA), (iii) with respect to the European Borrowing Base, Accounts in excess of $5,000,000 in the aggregate with respect to which the Account Debtor is the United Kingdom or any department, agency, or instrumentality of the United Kingdom, or (iv) with respect to the European Borrowing Base, Accounts in excess of $5,000,000 in the aggregate with respect to which the Account Debtor is or any department, agency, or instrumentality of the Netherlands,

(h) Accounts with respect to which the Account Debtor is a creditor of a Borrower or any Loan Party, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of setoff or dispute (unless such Account Debtor has entered into a written agreement reasonably satisfactory to the Administrative Agent to waive such claim, right of offset, or dispute), solely to the extent of such claim, right of setoff or dispute or open accounts payable,

(i) Accounts with respect to which an Account Debtor whose total obligations owing to the Loan Parties exceeded 15% (such percentage, as applied to a particular Account Debtor, being subject to reduction by the Administrative Agent's Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, however, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by the Administrative Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit but shall not be excluded in an amount in excess of the foregoing percentage,

(j) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which a Borrower or any Loan Party has received notice of an imminent Insolvency Proceeding unless an Account Debtor has been authorized to pay such Accounts pursuant to a valid court order (and so long as the financial condition of such Account Debtor is reasonably satisfactory to the Administrative Agent in its Permitted Discretion),

(k) Accounts that are not subject to a valid and perfected first priority Administrative Agent's Lien (including taking into account the governing law of the applicable contracts evidencing the Accounts and sufficiency of the applicable Collateral Documents to create valid and enforceable Liens with respect thereto as determined by the Administrative Agent acting in its Permitted Discretion); provided that this clause (k) shall not exclude from Eligible Accounts those Accounts subject to unregistered Liens created by operation of law that accrue amounts not yet due and payable, provided that such Liens are Permitted Liens,

(l) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor or (iii) the services represent fees for shared warehouse space, lab fees and other miscellaneous non-trade activity,

(m) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable Loan Party, of the subject contract for goods or services,

(n) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Country,

(o) Accounts with dated terms of more than 180 days from the invoice date, and

(p) In the case of Accounts governed by the laws of the Netherlands, Accounts for which the assignment or encumbrance thereof is restricted or prohibited by the terms of such Account to the extent such restriction or prohibition results in the inability of the applicable Loan Party to grant a valid and perfected first priority Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

"**Eligible Assignee**" means (a) any Lender, (b) any commercial bank, insurance company, or finance company, financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act), or (c) any Affiliate of any Lender; provided that in any event, "Eligible Assignee" shall not include (i) any natural person, (ii) any Disqualified Institution or (iii) the Borrowers or any of their Affiliates.

"**Eligible Inventory**" means Inventory of a Loan Party (other than Holdings) that complies with each of the representations and warranties in all material respects respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by the Administrative Agent in the Administrative Agent's Permitted Discretion to address, among other things, the results of any audit or appraisal performed by the Administrative Agent from time to time after the Closing Date. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market value on a basis consistent with the Loan Parties' historical accounting practices. An item of Inventory shall not be included in Eligible Inventory if:

(a) a Loan Party does not have good, valid, and marketable title thereto,

(b) a Loan Party does not have actual and exclusive possession thereof (either directly or through a bailee or agent of a Loan Party), unless, in each case, such Inventory is otherwise eligible pursuant to clause (d) below,

(c) it is not located at a location in (i) with respect to the US Borrowing Base, the United States, (ii) with respect to the European Borrowing Base, England and Wales or the Netherlands or (iii) with respect to the Canadian Borrowing Base, Canada,

(d) it is in-transit to or from a location of a Loan Party (other thanin-transit from one location of a Loan Party to another location of a Loan Party),

(e) it is located on real property leased by a Loan Party or in a contract warehouse, in each case, unless (i) it is subject to a Collateral Access Agreement or (ii) a Rent and Charges Reserve has been established by the Administrative Agent in its Permitted Discretion,

(f) it is the subject of a bill of lading or other document of title,

(g) it is not subject to a valid and perfected first priority Administrative Agent's Lien; provided that this clause (g) shall not exclude from Eligible Inventory that Inventory subject to unregistered Liens created by operation of law that secure amounts not yet due and payable, provided such Liens are Permitted Liens,

(h) it is located at any location at which the aggregate value of all Inventory at such location is less than $50,000,

(i) it is the portion of the Eligible Inventory that represents intercompany profit,

(j) it is Inventory as to which the Borrower takes a revaluation reserve (whereby favorable variances shall be deducted from Eligible Inventory and unfavorable variances shall not be added to Eligible Inventory),

(k) it is consigned to a customer,

(l) any Inventory as to which the applicable Loan Party takes a revaluation reserve, but only to the extent of the reserve,

(m) it is located at an outside processor or vendor,

(n) it consists of goods that are obsolete or slow moving, restrictive or custom items, or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed in a Loan Party's business, bill and hold goods, defective goods, "out-of-spec", damaged, non-standard, trial items, "seconds" or Inventory acquired on consignment,

(o) it consists of goods returned or rejected by the applicable Loan Party's customers other than the goods that are undamaged or resalable in the Ordinary Course of Business,

(p) to the extent located in the Netherlands it is subject to reclamation rights or the documentation for the purchase of such Inventory contains a retention of title provision in favor of the seller,

(q) to the extent located in the Netherlands, it is subject to formation (*aaksvorming*), commingling (*vermenging*) or accession (*natrekking*) with assets owned by third parties,

(r) it is subject to any licensing arrangement or any other intellectual property or other proprietary rights of any Person, the effect of which would be to limit the ability of the Administrative Agent, or any Person selling the Inventory on behalf of the Administrative Agent, to sell such Inventory in enforcement of the Administrative Agent's Liens without further consent or payment to the licensor or such other Person (unless such consent has then been obtained),

(s) it is not covered by casualty insurance maintained as required by Section 5.05, or

(t) in the case of a European Borrower, it is subject to retention of title or extended retention of title rights.

Each reference to Loan Parties in the foregoing definition of Eligible Inventory shall be deemed to exclude Holdings.

"Eligible Multinational Account Debtors" shall mean (i) GlaxoSmithKline, Colgate Palmolive, Unilever and Procter & Gamble, in each case, so long as such Account Debtor has an investment grade rating from either S&P or Moody's and (ii) Lucite International and any other Account Debtor approved by the Administrative Agent in its Permitted Discretion.

"**Enterprise Act Reserves**" means with respect to each UK Loan Party an amount equal to (a) a maximum of £600,000, being the amount ring-fenced for distribution to unsecured creditors from the proceeds of realising a floating charge pursuant to section 176A of the Insolvency Act 1986 and the Insolvency Act 1986 (Prescribed Part) Order 2003 or such other amount as may be specified as a matter of English law plus (b) sums which are due by way of contributions to occupational pension schemes and state scheme premiums plus (c) unpaid remuneration of its employees in respect of the 4 month period prior to insolvency, subject to a maximum cap (currently £800 per employee) plus (d) any other claims constituting a preferential claim ranking ahead of the holder of a floating charge by operation of law.

"**Environment**" means ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata and natural resources such as wetlands, flora and fauna.

"**Environmental Claim**" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to the Environment.

"**Environmental Laws**" means any and all current or future foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other applicable requirements of Governmental Authorities and the common law relating to environmental matters, including those relating to any Hazardous Materials Activity or exposure to Hazardous Materials.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation or remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the Environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, the regulations promulgated thereunder and any successor thereto.

"**ERISA Affiliate**" means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member; and (c) any trade or business (whether or not incorporated) which, solely for purposes of Section 302 or 303 of ERISA or Section 412 or 430 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 or 430 of the Code or Section 302 or 303 of ERISA with respect to any Pension Plan, or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan or a failure to make a required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by any Borrower, any of their Restricted Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Borrower, any of their Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan; (f) the imposition of liability on any Borrower, any of their Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of any Borrower, any of their Restricted Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan, or the receipt by any Borrower, any of their Restricted Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA or is in "endangered" or "critical" status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (h) a failure by any Borrower, any of their Restricted Subsidiaries or any of their respective ERISA Affiliates to pay when due (after expiration of any applicable grace period) any installment

payment with respect to withdrawal liability under Section 4201 of ERISA; (i) a determination that any Pension Plan is, or is reasonably expected to be, in "at-risk" status, within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; or (j) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to Section 303(k) ERISA with respect to any Pension Plan.

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

"**Euro**" or "**€**" means the single currency unit of the Participating Member States.

"**European Banking Services Obligations**" means Banking Services Obligations of a European Loan Party that are not "Banking Services Obligations" as defined in the Term Loan Agreement (or any equivalent term under the Term Facility).

"**European Borrower**" means any Subsidiary of the US Borrower that is incorporated or organized under the laws of the Netherlands or England and Wales and designated as a "European Borrower" pursuant to a European Borrower Joinder Agreement.

"**European Borrower Joinder Agreement**" means a joinder agreement executed by the applicable European Loan Party in form and substance reasonably acceptable to the Administrative Agent.

"**European Borrowing Base**" means the sum, in Dollars, of the following as set forth in the most recently delivered European Borrowing Base Certificate:

(a) 85% of the European Loan Parties' Eligible Accounts; *plus*

(b) the lesser of (i) 85% of the Net Orderly Liquidation Value or (ii) 70% of the book value of the European Loan Parties' Eligible Inventory (calculated at the lower of cost or market value); *plus*

(c) 100% of Qualified Cash of the European Loan Partiesprovided that the sum of all Qualified Cash of all Loan Parties included in the US Borrowing Base, the Canadian Borrowing Base and the European Borrowing Base may not exceed $25,000,000 in the aggregate; *minus*

(d) any Availability Reserve established in connection with the foregoing.

In connection with any Subject Transaction, the European Borrowers may submit a European Borrowing Base Certificate reflecting a calculation of the European Borrowing Base that includes Eligible Accounts and Eligible Inventory (otherwise satisfying the criteria in respect thereof, contained in such definition) acquired by European Loan Parties in connection with such Subject Transaction (the "**Acquired European Eligible Accounts**" and the "**Acquired European Eligible Inventory**", respectively) and, from and after the Subject Transaction Date, the European Borrowing Base hereunder shall be calculated giving effect thereto; provided that prior to the completion of a field examination and inventory appraisal with respect to such Acquired European Eligible Accounts and Acquired European Eligible Inventory, such adjustment to the European Borrowing Base shall only be available if a customary desktop audit with respect to such assets reasonably satisfactory to the Administrative Agent in its Permitted Discretion has been completed and shall be limited to (i) from the Subject Transaction Date until the date that is 91 days after the Subject Transaction Date, the aggregate

amount of Acquired European Eligible Accounts and Acquired European Eligible Inventory included in the European Borrowing Base prior to the completion of a field examination and inventory appraisal with respect thereto, shall not exceed 10% of the European Borrowing Base (calculated after giving effect to the inclusion (up to such 10% cap) of the Acquired European Eligible Accounts and Acquired European Eligible Inventory as to which a field examination and inventory appraisal has not been performed). From the 91st day following the Subject Transaction Date (or such later date as the Administrative Agent may agree), the European Borrowing Base shall be calculated without reference to the Acquired European Eligible Accounts and the Acquired European Eligible Inventory until a field examination and inventory appraisal has been completed with respect to such assets; it being understood and agreed that (x) there shall be no Default or Event of Default solely as a result of a failure to complete and deliver such inventory appraisal and field examination on or prior to the dates indicated above and (y) the performance of such inventory appraisal and field examination on the Acquired European Eligible Accounts and the Acquired European Eligible Inventory shall not count toward the limitations on the number of inventory appraisals and field examinations contained in Section 5.06(b).

"**European Borrowing Base Certificate**" means a certificate from a Responsible Officer of the Lead Borrower, in substantially the form of Exhibit N, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Lead Borrower and the Administrative Agent or such other form which is acceptable to the Administrative Agent in its reasonable discretion.

"**European Borrowing Base Effective Date**" means the first date on which (i) a European Borrower delivers a European Borrower Joinder Agreement and complies with clause (a)(iii) of the Collateral and Guarantee Requirement and (ii) a European Borrowing Base Certificate has been delivered to the Administrative Agent.

"**European Collateral**" means any and all property of any European Loan Party or US Loan Party subject (or purported to be subject) to a Lien under any Collateral Document and any and all other property of any European Loan Party or US Loan Party, now existing or hereafter acquired, that is or becomes subject (or purported to be subject) to a Lien pursuant to any Collateral Document, in each case, to secure the European Secured Obligations.

"**European Concentration Account**" has the meaning assigned to such term in Section 5.16(a).

"**European Hedge Product Amount**" has the meaning assigned to such term in the definition of European Secured Hedging Obligations.

"**European LC Collateral Account**" has the meaning assigned to such term in Section 2.05(j).

"**European LC Exposure**" means at any time, the sum of (a) the Dollar Equivalent of the aggregate undrawn amount of all outstanding European Letters of Credit at such time and (b) the Dollar Equivalent of the aggregate principal amount of all LC Disbursements with respect to European Letters of Credit that have not yet been reimbursed at such time. The European LC Exposure of any Lender at any time shall equal its Applicable Percentage of the aggregate European LC Exposure at such time.

"**European Letter of Credit**" has the meaning assigned to such term in Section 2.05(a)(i)(C)

"**European Letter of Credit Sublimit**" means $8,000,000, subject to increase in accordance with Section 2.22.

"**European Line Cap**" means at any time, the lesser of (i) the aggregate Initial European Commitment and (ii) the then-applicable European Borrowing Base.

"**European Loan Guaranty**" means any European Loan Guaranty Agreement, in form and substance reasonably satisfactory to the Administrative Agent (which shall be based on the US Loan Guaranty, with changes to be reasonably agreed), executed by each European Loan Party party thereto and the Administrative Agent for the benefit of the Secured Parties.

"**European Loan Party**" means any Loan Party that is incorporated or organized under the laws of the Netherlands or England and Wales.

"**European Lockbox**" has the meaning assigned to such term in Section 5.16(a).

"**European Obligations**" means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Initial European Revolving Loans, all European Overadvances, all European Protective Advances, all European LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the European Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Initial European Revolving Loan, European Overadvance, European Protective Advance, European Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

"**European Overadvance**" has the meaning assigned to such term in Section 2.04(c).

"**European Protective Advance**" has the meaning assigned to such term in Section 2.06(a).

"**European Required Lenders**" means, at any time, Lenders having Initial European Revolving Credit Exposure or unused Initial European Revolving Commitments representing more than 50% of the sum of the total Initial European Revolving Credit Exposure and such unused Initial European Revolving Commitments at such time; provided that the Initial European Revolving Credit Exposure and unused Initial European Revolving Commitments of any Defaulting Lender shall be disregarded in the determination of the European Required Lenders at any time.

"**European Secured Hedging Obligations**" means all Hedging Obligations (other than any Excluded Swap Obligations) of any European Loan Party under each Hedge Agreement that (a) is in effect on the Closing Date between any European Loan Party and a counterparty that is the Administrative Agent, a Lender, an Arranger or any Affiliate of the Administrative Agent, a Lender or an Arranger as of the Closing Date or (b) is entered into after the Closing Date between any European Loan Party and any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such Hedge Agreement is entered into, for which such European Loan Party agrees to provide security and in each case that has been designated to the Administrative Agent in writing by any European Borrower as being a European Secured Hedging Obligation for purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender; provided that for any

such European Secured Hedging Obligations to constitute "Designated Hedging Obligations," the applicable European Loan Party must have provided written notice to the Administrative Agent substantially in the form of Exhibit O notifying the Administrative Agent of (i) the existence of the applicable Hedge Agreement and (ii) the maximum amount of obligations of the applicable European Loan Party that may arise thereunder (the "**European Hedge Product Amount**"). The European Hedge Product Amount may be changed from time to time upon written notice to the Administrative Agent by the applicable Secured Party and European Loan Party. No European Hedge Product Amount may be established or increased at any time that a Default or Event of Default exists, or if a reserve in such amount would cause an Overadvance.

"**European Secured Obligations**" means all Secured Obligations of the European Loan Parties.

"**European Successor Borrower**" has the meaning assigned to such term in Section 6.07(a).

"**European Super Majority Lenders**" means, at any time, Lenders having Initial European Revolving Credit Exposure and unused Initial European Revolving Commitments representing more than 66-2/3% of the sum of the aggregate Initial European Revolving Credit Exposure and such unused Initial European Revolving Commitments of all Lenders at such time; provided that the Initial European Revolving Credit Exposure and unused Initial European Revolving Commitment of any Defaulting Lender shall be disregarded in the determination of the European Super Majority Lenders at any time.

"**Event of Default**" has the meaning assigned to such term in Article 7.

"**Excluded Account**" means any Deposit Account or Securities Account (in each case, as defined in the UCC) (i) which is a Trust Fund Account, (ii) any deposit account used by any Loan Party exclusively for disbursements and payments (including payroll) in the ordinary course of business, (iii) which is used for the sole purpose of holding the proceeds of Term Loan Collateral pending reinvestment by the Borrowers or application against the Term Loans, (iv) which is a zero balance account or (v) which has an average daily balance for any fiscal month of less than $500,000 individually or $2,000,000 in the aggregate for all such Excluded Accounts.

"**Exchange Act**" means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

"**Excluded Assets**" means each of the following:

(a) any contract, instrument, lease, licenses, agreement or other document as to which the grant of a security interest would (i) constitute a violation of a restriction in favor of a third party (other than Holdings, the Borrowers or any of their Restricted Subsidiaries) or result in the abandonment, invalidation or unenforceability of any right of the relevant Loan Party, unless and until any required consents shall have been obtained, or (ii) result in a breach, termination (or a right of termination) or default under such contract, instrument, lease, license, agreement or other document (including pursuant to any "change of control" or similar provision); provided, however, that any such asset will only constitute an Excluded Asset under clause (i) or clause (ii) above to the extent such violation or breach, termination (or right of termination) or default would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction, the PPSA or any other applicable law; provided further that any such asset shall cease to constitute an Excluded Asset at such time

as the condition causing such violation, breach, termination (or right of termination) or default or right to amend or require other actions no longer exists and to the extent severable, the security interest granted under the applicable Collateral Document shall attach immediately to any portion of such contract, instrument, lease, license, agreement or document that does not result in any of the consequences specified in clauses (i) and (ii) above,

(b) the Capital Stock of any (i) Immaterial Subsidiary (except to the extent the security interest in such Capital Stock may be perfected by the filing of a Form UCC-1 (or similar) financing statement), (ii) Captive Insurance Subsidiary, (iii) Unrestricted Subsidiary (except to the extent the security interest in such Capital Stock may be perfected by the filing of a Form UCC-1 (or similar) financing statement), (iv) not-for-profit subsidiary and/or (v) special purpose entity used for any securitization facility,

(c) any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, in which, if any, the grant of a security interest therein may impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law,

(d) any asset or property, the grant or perfection of a security interest in which would (A) require any governmental consent, approval, license or authorization that has not been obtained, (B) be prohibited by enforceable anti-assignment provisions of applicable Requirements of Law, except, in the case of this clause (B), to the extent such prohibition would be rendered ineffective under the UCC, the PPSA or other applicable law notwithstanding such prohibition, or (C) be prohibited by enforceable anti-assignment provisions of contracts governing such asset in existence on the Closing Date (or on the date of acquisition of the relevant asset (and in each case not entered into in anticipation of the Closing Date or such acquisition and except, in each case, to the extent that term in such contract providing for such prohibition purports to prohibit the granting of a security interest over all assets of such Loan Party or any other Loan Party)) other than to the extent such prohibition would be rendered in effective under the UCC, the PPSA or other applicable law,

(e) (i) any leasehold Real Estate Asset and (ii) any owned Real Estate Asset that is not a Material Real Estate Asset,

(f) any interest in any partnership, joint venture or non-Wholly-Owned Subsidiary which cannot be pledged without (i) the consent of one or more third parties other than Holdings, any Borrower or any of their Restricted Subsidiaries (after giving effect to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction, or any similar and/or any equivalent provision of the PPSA or any other applicable law) or (ii) giving rise to a "right of first refusal", a "right of first offer" or a similar right that may be exercised by any third party other than Holdings, any Borrower or any of their Restricted Subsidiaries,

(g) any Margin Stock,

(h) with respect to any Credit Extension, Overadvance or Protective Advance made to the US Borrower, the Capital Stock of (i) any CFC, (ii) any CFC Holdco or (iii) Potters Holdings II GP, LLC, Potters Holdings II LP, Potters GP and Potters LP, other than 65% of the issued and outstanding voting Capital Stock and 100% of any issued and outstanding non-voting Capital Stock of (i) each first-tier CFC, (ii) each first tier CFC Holdco and (iii) Potters GP and Potters LP,

(i) Commercial Tort Claims with a value (as reasonably estimated by the Lead Borrower) of less than $15,000,000,

(j) any Cash or Cash Equivalents comprised of (a) funds specially and exclusively used or to be used for payroll and payroll taxes and other employee benefit payments to or for the benefit of any Loan Party's employees, (b) funds used or to be used to pay all Taxes required to be collected, remitted or withheld (including, without limitation, U.S. federal and state withholding Taxes (including the employer's share thereof)) and (c) any other funds which any Loan Party holds as an escrow or fiduciary for the benefit of another Person (Cash and Cash Equivalents described in this clause (h), "**Tax and Trust Funds**") as long as such Tax and Trust Funds are deposited in a Trust Fund Account,

(k) any accounts receivable and related assets that are sold or disposed of in connection with any factoring or similar arrangement permitted by this Agreement, and

(l) any asset with respect to which the Administrative Agent and the relevant Loan Party have reasonably determined in writing that the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Loan Party to conduct its operations and business in the ordinary course of business) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the relevant Secured Parties afforded thereby.

Notwithstanding the foregoing, it is understood and agreed that the exclusions above shall not be applicable solely to the extent necessary for any customary English law floating charge to constitute a qualifying floating charge granted by a UK Loan Party.

"**Excluded Subsidiary**" means:

(a) any Restricted Subsidiary that is not a Wholly-Owned Subsidiary,

(b) any Immaterial Subsidiary,

(c) any Restricted Subsidiary that is prohibited by law, regulation or contractual obligation existing on the Closing Date or at the time such Restricted Subsidiary becomes a subsidiary (which Contractual Obligation was not entered into in contemplation of such Restricted Subsidiary becoming a subsidiary) from providing a Loan Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide a Loan Guaranty (unless such consent, approval, license or authorization has been obtained),

(d) that is a Foreign Subsidiary and does not have legal capacity to provide a Loan Guaranty (whether as a result of financial assistance or similar legal principles), or

(e) that is a Foreign Subsidiary and the provision of a Loan Guaranty could reasonably be expected to conflict with the fiduciary duties of such Restricted Subsidiary's directors (or equivalent managers) or result in, or reasonably be expected to result in, a material risk of personal or criminal liability for such Restricted Subsidiary or any of its officers or directors, in each case after giving effect to applicable "whitewash" or similar procedures to the extent that any such "whitewash" or similar procedure is commercially reasonably in the good faith determination of the Lead Borrower,

(f) any not-for-profit subsidiary,

(g) any Captive Insurance Subsidiary,

(h) any special purpose entity used for any permitted securitization or receivables facility or financing,

(i) with respect to any Credit Extension, Overadvance or Protective Advance made to the US Borrower, any CFC,

(j) with respect to any Credit Extension, Overadvance or Protective Advance made to the US Borrower, (i) any CFC Holdco, (ii) Potters GP, Potters LP and Potters Holdings II GP, LLC and/or (iii) any Subsidiary that is a direct or indirect subsidiary of any (x) CFC or (y) CFC Holdco, provided that clause (j)(iii) hereof shall not apply to any direct or indirect subsidiary of Potters LP or Potters GP that is a Guarantor as of the date hereof to the extent such clause would otherwise apply solely by reason of Potters LP or Potters GP becoming a CFC after the date hereof,

(k) any Unrestricted Subsidiary, and

(l) any other Restricted Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrowers, the burden or cost of providing a Loan Guaranty outweighs the benefits afforded thereby.

"**Excluded Swap Obligation**" means, with respect to any Loan Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guaranty of such Loan Guarantor of, or the grant by such Loan Guarantor of a security interest to secure, such Swap Obligation (or any Loan 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 Loan Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to Section 3.20 of the Loan Guaranty and any other "keepwell," support or other agreement for the benefit of such Loan Guarantor) at the time the Loan Guaranty of such Loan Guarantor or the grant of such 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 Loan Guaranty or security interest is or becomes illegal.

"**Excluded Taxes**" means, with respect to the Administrative Agent or any Lender (which for purposes of this term shall include any Issuing Bank) or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (a) Taxes imposed on (or measured by) its income or franchise Taxes, in each case (i) imposed as a result of the Administrative Agent or such Lender being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office in, the jurisdiction imposing such Tax or (ii) that are Other Connection Taxes, (b) any branch profits Taxes or similar Taxes imposed by any jurisdiction described in clause (a), (c) in the case of any Foreign Lender, any U.S. federal withholding Tax that is imposed on amounts payable to such Foreign Lender under any Loan Document pursuant to Requirements of Law in effect at the time such Foreign Lender becomes a party to

this Agreement (or designates a new lending office), except (i) pursuant to an assignment or designation of a new lending office under Section 2.19 and (ii) to the extent that such Foreign Lender (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 2.17, (d) any Tax imposed as a result of a failure by the Administrative Agent or any Lender to comply with the requirements of Section 2.17(f), (e) any U.S. federal withholding Tax under FATCA and (f) any Bank Levy.

"**Existing Credit Agreements**" means (i) that certain Credit Agreement, dated as of November 8, 2012, among CPQ Midco I Corporation, a Delaware corporation, PQ Corporation, a Pennsylvania corporation, as borrower, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent and the other parties thereto and (ii) that certain Credit Agreement, dated as of December 1, 2014, among Eco Services Intermediate Holdings LLC, as holdings, Eco Services Operations LLC, as borrower, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent and the other parties thereto.

"**Existing Letter of Credit**" means any letter of credit previously issued that (a) will remain outstanding on and after the Closing Date and (b) is listed on Schedule 1.01(d).

"**Existing PQ Notes**" means 8.750% Second Lien Senior Secured Notes due 2018 issued pursuant to that certain Indenture, dated as of November 8, 2012, among PQ Corporation, as issuer and Wilmington Trust, National Association, as trustee.

"**Expected Cost Savings**" has the meaning assigned to such term in the definition of "Consolidated Adjusted EBITDA".

"**Extended Revolving Credit Commitment**" has the meaning assigned to such term in Section 2.23(a).

"**Extended Revolving Facility**" has the meaning assigned to such term in Section 2.23(a).

"**Extended Revolving Loans**" has the meaning assigned to such term in Section 2.23(a).

"**Extension**" has the meaning assigned to such term in Section 2.23(a).

"**Extension Amendment**" means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (to the extent required by Section 2.23) and the Borrowers executed by each of (a) Holdings, (b) the Borrowers, (c) the Administrative Agent and (d) each Lender that has accepted the applicable Extension Offer pursuant hereto and in accordance with Section 2.23.

"**Extension Offer**" has the meaning assigned to such term in Section 2.23(a).

"**Facility**" means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, hereof owned, leased, operated or used by any Borrower or any of their Restricted Subsidiaries.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor

version described above), any intergovernmental agreement between the U.S. and any other jurisdiction that facilitates the implementation of such Sections of the Code and any treaty, law, regulation or other official guidance issued under or with respect to the foregoing.

"**FCPA**" means the U.S. Foreign Corrupt Practices Act of 1977.

"**Federal Funds Effective Rate**" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"**Fee Letter**" means that certain Fee Letter, dated as of March 29, 2016 by and among,*inter alias*, the Borrower and Citi.

"**Financial Support Direction**" means a financial support direction issued by the Pensions Regulator under section 43 of the Pensions Act 2004 (UK).

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year.

"**Fiscal Year**" means the fiscal year of the Lead Borrower ending December 31 of each calendar year.

"**Fixed Charge Coverage Ratio**" means, the ratio, determined on a consolidated basis for the Borrowers and their Restricted Subsidiaries for the most recent four Fiscal Quarters period, of (a) trailing 4-quarter Consolidated Adjusted EBITDA minus (i) Capital Expenditures (except to the extent financed with the proceeds of Dispositions, long term Indebtedness (other than the Revolving Loans) for such period and (ii) the aggregate amount of federal, state, local and foreign income Taxes paid or payable currently in cash for such period to (b) Fixed Charges paid or payable currently in cash for such period, in each case, of the Lead Borrower and its Restricted Subsidiaries on a consolidated basis.

"**Fixed Charges**" means without duplication, the sum of (a) Net Interest Expense, (b) scheduled principal payments in respect of Indebtedness for borrowed money paid or payable in cash (other than payments made by the Borrowers or their Restricted Subsidiaries to the Borrowers or any of their Subsidiaries and, in any case, excluding any earn-out obligation or purchase price adjustment), (c) scheduled payments in respect of Capital Leases paid or payable in Cash to the extent allocated to principal in accordance with GAAP, all calculated for the Lead Borrower and its Restricted Subsidiaries on a consolidated basis, (c) solely for purposes of testing Section 6.15, unfinanced Restricted Payments made in reliance on the Payment Conditions and (d) solely to the extent testing compliance with the Payment Conditions, Restricted Payments made in reliance on the Payment Conditions. For purposes of determining the amount of principal allocated to scheduled payments under Capital Leases under this definition, interest in respect of any Capital Lease of any Person shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capital Lease in accordance with GAAP.

"**Flood Hazard Property**" means any parcel of any Material Real Estate Asset subject to a Mortgage located in the U.S. in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

"**Flood Insurance Laws**" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iv) Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Foreign Lender**" means any Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"**Foreign Subsidiary**" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"**Funding Account**" has the meaning assigned to such term in Section 2.03(h).

"**GAAP**" means generally accepted accounting principles in the U.S. in effect and applicable to the accounting period in respect of which reference to GAAP is made.

"**Global Intercompany Note**" means the Global Intercompany Note in effect from time to time in the form attached hereto as Exhibit M, or such other form reasonably acceptable to the Administrative Agent and the Lead Borrower, among the Loan Parties and the Restricted Subsidiaries party thereto.

"**Governmental Authority**" means any federal, provincial, territorial, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the U.S., the U.S., or a foreign government or any other political subdivision thereof, including central banks and supra national bodies.

"**Governmental Authorization**" means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

"**Granting Lender**" has the meaning assigned to such term in Section 9.05(e).

"**GST, HST, VAT Tax Reserve**" means an amount determined by the Administrative Agent in its Permitted Discretion from time to time representing an estimate of potential prior or pari passu ranking capital gains tax, value added tax, goods and services tax, harmonized sales tax and/or any other taxes and the costs of any administration or winding-up.

"**Guarantee**" of or by any Person (the "**Guarantor**") means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "**Primary Obligor**") in any manner and including any obligation of the Guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the

purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness or other monetary obligation to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition, Disposition or other transaction permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"**Hazardous Materials**" means any chemical, material, substance or waste, or any constituent thereof, which is prohibited, limited or regulated as "toxic", "hazardous" or as a "pollutant" or "contaminant" or words of similar meaning or effect by any Environmental Law or any Governmental Authority.

"**Hazardous Materials Activity**" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

"**Hedge Agreement**" means any agreement with respect to any Derivative Transaction between any Loan Party or any Restricted Subsidiary and any other Person.

"**Hedging Obligations**" means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

"**Hedge Product Reserve**" means the aggregate amount of reserves established by the Administrative Agent from time to time in its Permitted Discretion in respect of Designated Hedging Obligations, which shall not exceed the sum of all Canadian Hedge Product Amounts, European Hedge Product Amounts and US Hedge Product Amounts in respect of Designated Hedging Obligations at such time.

"**Holdings**" has the meaning assigned to such term in the preamble to this Agreement.

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.04), to the extent applicable to the relevant financial statements.

"**Immaterial Subsidiary**" means, as of any date, any Restricted Subsidiary of the Lead Borrower (a) that does not have assets in excess of 2.5% of Consolidated Total Assets of the Lead Borrower and its Restricted Subsidiaries and (b) that does not contribute Consolidated Adjusted EBITDA in excess of 2.5% of the Consolidated Adjusted EBITDA of the Lead Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; provided that the Consolidated Total Assets and Consolidated Adjusted EBITDA (as so determined) of all Immaterial Subsidiaries shall not exceed 5.0% of Consolidated Total Assets and 5.0% of Consolidated Adjusted

EBITDA, in each case, of the Lead Borrower and its Restricted Subsidiaries for the relevant Test Period; provided further that, at all times prior to the first delivery of financial statements pursuant to Section 5.01(a) or (b), this definition shall be applied based on the pro forma consolidated financial statements of the Lead Borrower delivered pursuant to Section 4.01.

"**Immediate Family Member**" means, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual's estate (or an executor or administrator acting on its behalf), heirs or legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"**Incremental Cap**" means:

(a) the greater of (i) $50,000,000 and (ii) if, after giving pro forma effect to any Incremental Revolving Facility implemented in reliance on this clause (a) (assuming a full drawing of such Incremental Revolving Facility), the Total Leverage Ratio does not exceed 5.80:1.00, the amount by which the Borrowing Base exceeds the Aggregate Commitments at such time, plus

(b) the amount of any permanent voluntary reduction of any Aggregate Commitment, *plus*

(c) in the case of any Incremental Revolving Facility that effectively replaces any Aggregate Commitment terminated in accordance with Section 2.19, an amount equal to the relevant terminated Aggregate Commitment,

provided, that for the avoidance of doubt, amounts under the preceding clauses (b) and (c) may not be duplicative of any Incremental Revolving Facility implemented to replace a Aggregate Commitment incurred in reliance on clause (a)(ii) above.

"**Incremental Revolving Commitment**" means any commitment made by a lender to provide all or any portion of any Incremental Revolving Facility or Incremental Revolving Loans.

"**Incremental Revolving Facility Agreement**" means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (to the extent required by Section 2.21) and the Borrower executed by each of (a) Holdings and the Lead Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Incremental Facility being incurred pursuant thereto and in accordance with Section 2.22.

"**Incremental Revolving Commitment**" means any commitment made by a lender to provide all or any portion of any Incremental Revolving Facility.

"**Incremental Revolving Facility**" has the meaning assigned to such term in Section 2.22(a).

"**Incremental Revolving Facility Lender**" means, with respect to any Incremental Revolving Facility, each Lender providing any portion of such Incremental Revolving Facility.

"**Incremental Revolving Loans**" has the meaning assigned to such term in Section 2.22(a).

"**Indebtedness**" as applied to any Person means, without duplication, (a) all indebtedness for borrowed money; (b) that portion of obligations with respect to Capital Leases to the extent recorded as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation or purchase price adjustment until such obligation (A) becomes a liability on the statement of financial position or balance sheet (excluding the footnotes thereto) in accordance with GAAP and (B) has not been paid within 30 days after becoming due and payable, (x) any such obligations incurred under ERISA, (y) accrued expenses and trade accounts payable in the ordinary course of business (including on an inter-company basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than six months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness of others secured by any Lien on any property or asset owned or held by such Person regardless of whether the Indebtedness secured thereby shall have been assumed by such Person or is non-recourse to the credit of such Person; (f) the face amount of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings; (g) the Guarantee by such Person of the Indebtedness of another; (h) all obligations of such Person in respect of any Disqualified Capital Stock; and (i) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes; provided that (i) in no event shall obligations under any Derivative Transaction be deemed "Indebtedness" for any calculation of the Total Leverage Ratio, the Fixed Charge Coverage Ratio, the Senior Secured Leverage Ratio, the Secured Leverage Ratio or any other financial ratio under this Agreement and (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or any joint venture (other than any joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would otherwise be included in the calculation of Consolidated Total Debt; provided that, notwithstanding anything herein to the contrary, the term "Indebtedness" shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness and any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder. Notwithstanding the foregoing, Indebtedness of Holdings and its Restricted Subsidiaries shall exclude (1) liabilities under vendor agreements to the extent such liabilities may be satisfied exclusively through non-cash means such as purchase volume earning credits, (2) reserves for deferred taxes and (3) for all purposes under this Agreement other than for purposes of Section 6.01, intercompany Indebtedness among Holdings and its Restricted Subsidiaries.

"**Indemnified Taxes**" means Taxes, other than Excluded Taxes or Other 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.

"**Indemnitee**" has the meaning assigned to such term in Section 9.03(b).

"**Information**" has the meaning set forth in Section 3.11(a).

"**Information Memorandum**" means the Confidential Information Memorandum dated April 2016, relating to the Lead Borrower and its subsidiaries and the Transactions.

"**Initial Canadian Commitment**" means with respect to each Lender, the commitment of such Lender to make Initial Canadian Revolving Loans (and acquire participations in Canadian Letters of Credit) hereunder as set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Lender assumed its Initial Canadian Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 or 2.10, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 2.22 or (c) established or increased from time to time pursuant to Section 2.22 in connection with an Incremental Revolving Facility. The aggregate amount of the Initial Canadian Commitments as of the Closing Date is $10,000,000.

"**Initial Canadian Revolving Credit Exposure**" means, with respect to any Initial Canadian Revolving Lender at any time (a) the aggregate Outstanding Amount at such time of all Initial Canadian Revolving Loans of such Initial Canadian Revolving Lender, plus (b) the aggregate amount at such time of such Initial Canadian Revolving Lender's Canadian LC Exposure and participation interest in Canadian Protective Advances and Canadian Overadvances, in each case attributable to its Initial Canadian Commitment.

"**Initial Canadian Revolving Lender**" means any Lender with an Initial Canadian Commitment.

"**Initial Canadian Revolving Loan**" means any loan made pursuant to Section 2.01(b).

"**Initial Commitment**" means with respect to any Lender, such Lender's Initial US Commitment, Initial European Commitment and/or Initial Canadian Commitment.

"**Initial European Commitment**" means with respect to each Lender, the commitment of such Lender to make Initial European Revolving Loans (and acquire participations in European Letters of Credit) hereunder as set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Lender assumed its Initial European Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 or 2.10, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 2.22 or (c) established or increased from time to time pursuant to Section 2.22 in connection with an Incremental Revolving Facility. The aggregate amount of the Initial European Commitments as of the Closing Date is $40,000,000.

"**Initial European Revolving Credit Exposure**" means, with respect to any Initial European Revolving Lender at any time (a) the aggregate Outstanding Amount at such time of all Initial European Revolving Loans of such Initial European Revolving Lender, plus (b) the aggregate amount at such time of such Initial European Revolving Lender's European LC Exposure and participation interest in European Protective Advances and European Overadvances, in each case attributable to its Initial Canadian Commitment.

"**Initial European Revolving Lender**" means any Lender with an Initial European Commitment.

"**Initial European Revolving Loan**" means any loan made pursuant to Section 2.01(c).

"**Initial Revolving Credit Exposure**" means with respect to any Lender at any time, the aggregate Outstanding Amount at such time of all Initial Revolving Loans of such Lender, plus the aggregate amount at such time of such Lender's LC Exposure and participation interest in Protective Advances and Overadvances, in each case, attributable to its Initial Commitments.

"**Initial Revolving Credit Maturity Date**" means the date that is five years after the Closing Date.

"**Initial Revolving Facility**" means the Initial Commitments and the Initial Revolving Loans and other extensions of credit thereunder.

"**Initial Revolving Lender**" means any Lender with an Initial Commitment or any Initial Revolving Credit Exposure.

"**Initial Revolving Loan**" means any Initial US Revolving Loan, any Initial European Revolving Loan and/or any Initial Canadian Revolving Loan.

"**Initial US Commitment**" means with respect to each Lender, the commitment of such Lender to make Initial US Revolving Loans (and acquire participations in US Letters of Credit) hereunder as set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Lender assumed its Initial US Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 or 2.10, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 2.22 or (c) established or increased from time to time pursuant toSection 2.22 in connection with an Incremental Revolving Facility. The aggregate amount of the Initial US Commitments as of the Closing Date is $150,000,000.

"**Initial US Revolving Credit Exposure**" means, with respect to any Initial US Revolving Lender at any time (a) the aggregate Outstanding Amount at such time of all Initial US Revolving Loans of such Initial US Revolving Lender, plus (b) the aggregate amount at such time of such Initial US Revolving Lender's US LC Exposure and participation interest in US Protective Advances and US Overadvances, in each case attributable to its Initial US Commitment.

"**Initial US Revolving Lender**" means any Lender with an Initial US Commitment.

"**Initial US Revolving Loan**" means any loan made pursuant toSection 2.01(a).

"**Intellectual Property Security Agreement**" means any agreement executed on or after the Closing Date confirming or effecting the grant of any Lien on IP Rights owned by any Loan Party to the Administrative Agent, for the benefit of the Secured Parties, in accordance with this Agreement, including any of the following: (a) a Trademark Security Agreement substantially in the form of Exhibit H-1, (b) a Patent Security Agreement substantially in the form ofExhibit H-2 or (c) a Copyright Security Agreement substantially in the form of Exhibit H-3, together with any and all supplements or amendments thereto.

"**Intercreditor Agreements**" means the ABL Intercreditor Agreement and the Pari Passu Term Loan Intercreditor Agreement.

"**Interest Election Request**" means a request by the applicable Borrower in the form ofExhibit D or another form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

"**Interest Payment Date**" means (a) with respect to any ABR Revolving Loan or Canadian Prime Rate Revolving Loan, the last Business Day of each March, June, September and December (commencing on June 30, 2016) or the maturity date applicable to such Revolving Loan and (b) with respect to any LIBO Rate Revolving Loan or CDOR Revolving Loan, the last day of the Interest Period applicable to the Borrowing of which such Revolving Loan is a part and, in the case of a LIBO Rate Borrowing or CDOR Rate Borrowing with an Interest Period of more than three months' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration been applicable to such Borrowing.

"**Interest Period**" means with respect to any CDOR Rate Borrowing or LIBO Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, to the extent available to all relevant affected Lenders, twelve months or a shorter period) thereafter, as the applicable Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Inventory**" has the meaning assigned to such term in the UCC (and/or, with respect to any Inventory of a Canadian Loan Party, as defined in the PPSA).

"**Investment**" means (a) any purchase or other acquisition by the Borrowers or any of their Restricted Subsidiaries of any of the Securities of any other Person (other than any Loan Party), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or substantially all of the business, property or fixed assets of any other Person or any division or line of business or other business unit of any other Person and (c) any loan, advance (other than any advance to any current or former employee, officer, director, member of management, manager, consultant or independent contractor of the Borrowers, any Restricted Subsidiary or any Parent Company for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the Borrowers or any of their Restricted Subsidiaries to any other Person. Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment, *plus* the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments of principal in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the relevant initial Investment).

"**Investors**" means (a) the Sponsor and (b) the Co-Investors.

"**IP Rights**" has the meaning assigned to such term in Section 3.05(c).

"**IRS**" means the U.S. Internal Revenue Service.

"**Issuing Bank**" means (i) Citi, JPM and any other Lender that, at the request of any Borrower and with the consent of the Administrative Agent (not to be unreasonably withheld or delayed)

agrees to become an Issuing Bank; provided that the maximum amount of US Letters of Credit, Canadian Letters of Credit and European Letters of Credit issued and outstanding of any Issuing Bank shall not exceed the amount set forth on Schedule 1.01(a) (as such schedule may be updated from time to time pursuant to Section 2.05(i) with the consent of the applicable Issuing Banks to reflect additional Issuing Banks) at any time unless otherwise agreed in writing by such Issuing Bank and (ii) solely with respect to the applicable Existing Letters of Credit, which will not be extended beyond the applicable maturity date as in effect on the Closing Date, Credit Suisse. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by any Affiliate of such Issuing Bank, which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"**JPM**" means JPMorgan Chase Bank, N.A.

"**Junior Indebtedness**" means any Subordinated Indebtedness (other than Indebtedness among Holdings and/or its subsidiaries) with an individual outstanding principal amount in excess of the Threshold Amount.

"**Junior Lien Indebtedness**" means any Indebtedness that is secured by a security interest on the Collateral (other than Indebtedness among Holdings and/or its subsidiaries) that is expressly junior or subordinated to the Lien securing the Secured Obligations with an individual outstanding principal amount in excess of the Threshold Amount. For the avoidance of doubt, Indebtedness outstanding under any Term Loan Facility shall not be Subordinated Indebtedness.

"**Latest Maturity Date**" means, as of any date of determination, the latest maturity or expiration date applicable to any Revolving Loan or commitment hereunder at such time, including the latest maturity or expiration date of any Initial Revolving Loan, Additional Revolving Loan or Additional Revolving Commitment.

"**LC Disbursement**" means a payment or disbursement made by an Issuing Bank pursuant to a Letter of Credit.

"**LC Exposure**" means, at any time, the sum of the US LC Exposure, the Canadian LC Exposure and the European LC Exposure. The LC Exposure of any Lender at any time shall equal its Applicable Percentage of the aggregate LC Exposure at such time.

"**LC Obligations**" means, at any time, the sum of (a) the amount available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referenced therein, *plus* (b) the aggregate principal amount of all unreimbursed LC Disbursements.

"**LC Reimbursement Loan**" has the meaning assigned to such term in Section 2.05(e)(i).

"**Lead Borrower**" means the US Borrower.

"**Legal Reservations**" means the application of relevant Debtor Relief Laws, general principles of equity and/or principles of good faith and fair dealing.

"**Lenders**" means the Initial Revolving Lenders, any Additional Revolving Lender, and any other Person that becomes a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"**Letter of Credit**" means any US Letter of Credit, Canadian Letter of Credit or European Letter of Credit.

"**Letter of Credit Request**" has the meaning assigned to such term in Section 2.05(b).

"**Letter-of-Credit Right**" has the meaning set forth in Article 9 of the UCC.

"**LIBO Rate**" means, the Published LIBO Rate, as adjusted to reflect applicable reserves prescribed by governmental authorities.

"**LIBO Rate Revolving Loan**" means a Revolving Loan bearing interest at a rate determined by reference to the LIBO Rate.

"**Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed to constitute a Lien.

"**Line Cap**" means at any time, the lesser of (i) the Aggregate Revolving Commitments and (ii) the then-applicable Borrowing Base.

"**Liquidity Period**" means any period (a) beginning on the date on which (i) Availability shall have been less than the greater of (A) 10% of the Line Cap and (B) $20.0 million or (ii) US Availability is less than $15.0 million, in either case for each day during a period of 5 consecutive Business Days, and (b) ending on the date on which (i) Availability is equal to or greater than the greater of (a) 10% of the Line Cap and (b) $20.0 million and (ii) US Availability is equal to or greater than $15.0 million, in either case for each day during a period of 30 consecutive calendar days.

"**Loan Documents**" means this Agreement, any Promissory Note, each Loan Guaranty, the Collateral Documents, each Blocked Account Agreement, the Intercreditor Agreements, any intercreditor agreement required to be entered into pursuant to the terms of this Agreement and any other document or instrument designated by the Lead Borrower and the Administrative Agent as a "Loan Document." Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto.

"**Loan Guaranty**" means (a) the US Loan Guaranty, (b) the Canadian Loan Guaranty, (c) the European Loan Guaranty and (d) each other guaranty agreement executed by any Person pursuant to Section 5.12 in substantially the form attached as Exhibit I or another form that is otherwise reasonably satisfactory to the Administrative Agent and the Lead Borrower.

"**Loan Parties**" means Holdings, the Borrowers, each Subsidiary Guarantor, and in each case their respective successors and permitted assigns.

"**Management Agreement**" means, collectively, (a) the Consulting Agreement dated December 29, 2014, by and among PQ Holdings Inc., the Borrower and CCMP Capital Advisors, LP and (b) the Consulting Agreement dated December 29, 2014, by and among PQ Holdings Inc., the Borrower and INEOS AG.

"**Margin Stock**" has the meaning assigned to such term in Regulation U.

"**Market Intercreditor Agreement**" means an intercreditor agreement the terms of which are consistent with market terms including, to the extent relevant for the type of Indebtedness to be subject to such intercreditor agreement, those governing standstill provisions, release mechanics and security arrangements for the sharing of liens or arrangements relating to the distribution of payments, as applicable (which may, if applicable, consist of a payment "waterfall"), at the time the intercreditor agreement is proposed to be established in light of the type of Indebtedness subject thereto, which is reasonably satisfactory to the Administrative Agent.

"**Material Account**" means any Deposit Account or Securities Account of a Loan Party other than any Excluded Account.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, financial condition or results of operations, in each case, of Holdings, the Lead Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the rights and remedies (taken as a whole) of the Administrative Agent under the applicable Loan Documents or (iii) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the applicable Loan Documents.

"**Material Debt Instrument**" means any physical instrument evidencing any Indebtedness for borrowed money which is required to be pledged to the Administrative Agent (or its bailee) pursuant to the Security Agreement.

"**Material Real Estate Asset**" means (a) on the Closing Date, each Real Estate Asset listed on Schedule 1.01(b) and (b) any "fee-owned" Real Estate Asset acquired by any US Loan Party after the Closing Date having a fair market value (as reasonably determined by the Lead Borrower after taking into account any liabilities with respect thereto that impact such fair market value) in excess of $15,000,000.

"**Maturity Date**" means (a) with respect to the Initial Revolving Loans, the Initial Revolving Credit Maturity Date, (b) with respect to any Incremental Revolving Facility, the final maturity date set forth in the applicable Incremental Facility Agreement and (c) with respect to any Extended Revolving Credit Commitment, the final maturity date set forth in the applicable Extension Amendment.

"**Maximum Rate**" has the meaning assigned to such term in Section 9.19.

"**Minimum Extension Condition**" has the meaning assigned to such term in Section 2.23(b).

"**Moody's**" means Moody's Investors Service, Inc.

"**Mortgage Policies**" has the meaning assigned to such term in the definition of "Collateral and Guarantee Requirement".

"**Mortgages**" means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the relevant Secured Parties, on any Material Real Estate Asset constituting Collateral.

"**Multiemployer Plan**" means any employee benefit plan which is a "multiemployer plan" as defined in Section 3(37) of ERISA, that is subject to the provisions of Title IV of ERISA, and in respect of which the Lead Borrower or any of its Restricted Subsidiaries, or any of their respective ERISA

Affiliates, makes or is obligated to make contributions or with respect to which any of them has any ongoing obligation or liability, contingent or otherwise.

"**Narrative Report**" means, with respect to the financial statements with respect to which it is delivered, a customary management discussion and narrative report describing the operations of Holdings, the Lead Borrower and its Restricted Subsidiaries for the applicable Fiscal Quarter or Fiscal Year and for the period from the beginning of the then-current Fiscal Year to the end of the period to which the relevant financial statements relate.

"**Net Interest Expense**" means for any period, as to the Lead Borrower and its Restricted Subsidiaries on a consolidated basis for such period, as determined in accordance with GAAP, (i) the amount equal to cash interest expense paid or payable currently for such period, excluding (a) any fees and expenses associated with the Transactions and any annual agency fees, (b) any costs associated with obtaining, or breakage costs in respect of, Hedging Agreements, (c) any fees or expenses associated with any Dispositions, Permitted Acquisitions, Investments, equity issuances or debt issuances or other transactions (in each case, whether or not consummated) or (d) amortization of deferred financing costs, less (ii) any cash interest income for such period.

"**Net Orderly Liquidation Value**" means with respect to Eligible Inventory of any Person, the orderly liquidation value thereof, net of all costs and expenses reasonably estimated to be incurred in connection with such liquidation, as determined based upon the most recent Inventory appraisal conducted in accordance with this Agreement.

"**Net Proceeds**" means with respect to any issuance or incurrence of Indebtedness or Capital Stock, the Cash proceeds thereof, net of all Taxes and customary fees, commissions, costs, underwriting discounts and other fees and expenses incurred in connection therewith.

"**New Lender**" has the meaning set forth in Section 2.17(f)(v).

"**NMTC Transactions**" means one or more transactions involving the disposition and/or financing of Real Estate Assets owned by any Subsidiary of Holdings in the form of a new market tax credit financing or similar financing in an aggregate amount not to exceed $75,000,000.

"**Non-Consenting Lender**" has the meaning assigned to such term in Section 2.19(b).

"**Notice of Intent to Cure**" has the meaning assigned to such term in Section 6.15(b).

"**Obligations**" means, collectively, the US Obligations, Canadian Obligations and European Obligations.

"**OFAC**" has the meaning assigned to such term in the definition of "Sanctions".

"**Organizational Documents**" means (a) with respect to any corporation, its certificate or articles of incorporation or organization and itsby-laws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited partnership, its certificate of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement or memorandum and articles of association (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), and (e) with respect to any other form of entity, such other organizational documents required by local law or customary under such jurisdiction to document the formation and governance

principles of such type of entity. In the event that any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"**Other Connection Taxes**" means, with respect to any Lender, any Issuing Bank or the Administrative Agent, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Revolving Loan or Loan Document).

"**Other Taxes**" means any and all present or future stamp, court or documentary Taxes or any intangible, recording, filing or other excise or property Taxes, charges or similar levies arising from any payment made under or with respect to any Loan Document or from the execution, delivery, performance of, registration of, perfection of a security interest under, or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, excluding any Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"**Outstanding Amount**" means (a) with respect to Revolving Loans on any date, the Dollar Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Loans occurring on such date, (b) with respect to any Letters of Credit, the Dollar Equivalent of the aggregate amount available to be drawn under such Letters of Credit after giving effect to any changes in the aggregate amount available to be drawn under such Letters of Credit or the issuance or expiry of any Letters of Credit, including as a result of any LC Disbursements and (c) with respect to any LC Disbursements on any date, the Dollar Equivalent of the amount of the aggregate outstanding amount of such LC Disbursements on such date after giving effect to any disbursements with respect to any Letter of Credit occurring on such date and any other changes in the aggregate amount of the LC Disbursements as of such date, including as a result of any reimbursements by any Borrower of unreimbursed LC Disbursements.

"**Overadvance**" means a US Overadvance, a Canadian Overadvance or a European Overadvance.

"**Parallel Debt**" has the meaning assigned to such term in Article 8.

"**Parent Company**" means Holdings and any other Person of which the US Borrower is an indirect Wholly-Owned Subsidiary.

"**Pari Passu Intercreditor Agreement**" means the Pari Passu Intercreditor Agreement dated as of the Closing Date, by and between the Term Loan Administrative Agent, Wells Fargo Bank, National Association, as trustee under the 2022 Senior Secured Note Indenture and the other parties thereto from time to time and acknowledged by the US Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Participant**" has the meaning assigned to such term in Section 9.05(c).

"**Participant Register**" has the meaning assigned to such term in Section 9.05(c).

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

"**Patent**" means the following: (a) any and all patents and patent applications; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing.

"**Payment Conditions**" means as to any transaction, (i) no Specified Default exists or would result from any such transaction, and (ii) Availability (calculated on a Pro Forma Basis) on the date of the proposed transaction and at all times during the 30-consecutive day period immediately preceding such transaction would be equal to or greater than (a) in the case of Restricted Payments, (x) if the Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis) is greater than or equal to 1.00:1.00, the greater of 15% of the Line Cap and $30 million and (y) if the Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis) is less than 1.00:1.00, the greater of 20% of the Line Cap and $40 million and (b) in the case of Investments, Restricted Debt Payments and any other similar transaction subject to Payment Conditions, (x) if the Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis) is greater than or equal to 1.00:1.00, the greater of 12.5% of the Line Cap and $25 million and (y) if the Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis) is less than 1.00:1.00, the greater of 17.5% of the Line Cap and $35 million.

"**PBGC**" means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"**Pension Plan**" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, which the Lead Borrower or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, maintains or contributes to or has an obligation to contribute to, or otherwise has any liability, contingent or otherwise.

"**Pensions Regulator**" means the body corporate called the Pensions Regulator established under Part 1 of the Pensions Act 2004 (UK).

"**Perfection Certificate**" means a certificate substantially in the form of Exhibit E.

"**Perfection Certificate Supplement**" means a supplement to the Perfection Certificate substantially in the form of Exhibit F.

"**Perfection Requirements**" means the filing of appropriate financing statements with the office of the Secretary of State, UK Companies House, personal property registries or other appropriate office of the state of organization or incorporation of each Loan Party or location where such Loan Party has assets, the filing of appropriate security agreements or notices with the U.S. Patent and Trademark Office and the U.S. Copyright Office and any other relevant national and supra-national intellectual property office or registry, the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Material Real Estate Asset constituting Collateral, in each case in favor of the Administrative Agent for the benefit of the Secured Parties and the delivery to the Administrative Agent of any stock certificate, promissory note or other instrument required to be delivered pursuant to the applicable Loan Documents, together with instruments of transfer executed in blank and entry into a Blocked Account Agreement with respect to each Blocked Account.

"**Permitted Acquisition**" means any acquisition by the Borrowers or any of their Restricted Subsidiaries, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or of a majority of the outstanding Capital Stock of any Person (but in any event including any Investment in (x) any Restricted Subsidiary which serves to increase the Borrowers' or any Restricted Subsidiary's respective equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of increasing the Borrowers' or their relevant Restricted Subsidiary's ownership interest in such joint venture); provided that:

(a) no Event of Default under Section 7.01(a), (f) or (g) exists or would result after giving pro forma effect to such acquisition;

(b) the total consideration paid by Persons that are Loan Parties for (i) the Capital Stock of any Person that does not become a Guarantor and (ii) in the case of an asset acquisition, assets that are not acquired by any Borrower or any Guarantor, when taken together with the total consideration for all such Persons and assets so acquired after the Closing Date, shall not exceed the sum of (A) (i) the greater of $160,000,000 and 4% of Consolidated Total Assets as of the last day of the most recent Test Period *minus* (ii) the aggregate amount of Investments in Restricted Subsidiaries that are not Loan Parties made pursuant to Section 6.06(e)(ii), and (B) amounts otherwise available under clauses (q), (r), (x) and (bb) of Section 6.06; provided that the limitation described in this clause (b) shall not apply to any acquisition or, series of related acquisitions consummated substantially simultaneously, to the extent (x) such acquisition is made with the proceeds of sales of the Qualified Capital Stock of, or common equity capital contributions to, the Borrowers or any Restricted Subsidiary or (y) the Person so acquired (or the Person owning the assets so acquired) becomes a Subsidiary Guarantor even though such Person owns Capital Stock in Persons that are not otherwise required to become Subsidiary Guarantors, if, in the case of this clause (y), not less than 65.0% of the Consolidated Adjusted EBITDA of the Person(s) acquired in such acquisition (for this purpose and for the component definitions used therein, determined on a consolidated basis for such Persons and their respective Restricted Subsidiaries) is generated by Person(s) that will become Subsidiary Guarantors (i.e., disregarding any Consolidated Adjusted EBITDA generated by Restricted Subsidiaries of such Subsidiary Guarantors that are not (or will not become) Subsidiary Guarantors); and

(c) the Payment Conditions with respect to Investments have been satisfied on a Pro Forma Basis.

"**Permitted Discretion**" means the reasonable (from the perspective of a secured asset-based lender) credit judgment exercised in good faith in accordance with customary business practices of the Administrative Agent for comparable asset-based lending transactions.

"**Permitted Holders**" means (a) the Investors and (b) any Person with which one or more Investors form a "group" (within the meaning of Section 14(d) of the Exchange Act) so long as, in the case of this clause (b), the relevant Investors beneficially own more than 50% of the relevant voting stock beneficially owned by the group.

"**Permitted Liens**" means Liens permitted pursuant to Section 6.02.

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

"**Plan**" means any "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) maintained by the Lead Borrower or any of its Restricted Subsidiaries, other than any Multiemployer Plan.

"**Platform**" has the meaning assigned to such term in Section 9.01(d).

"**Potters GP**" means Potters Holdings GP, Ltd, a Cayman Islands exempted company.

"**Potters LP**" means Potters Holdings, L.P., an exempt limited partnership registered under the laws of Cayman Islands.

"**PPSA**" means the *Personal Property Security Act* (Ontario) or similar legislation of any other Canadian province or territory the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"**Primary Obligor**" has the meaning assigned to such term in the definition of "Guarantee".

"**Prime Rate**" means the rate of interest per annum determined from time to time by Citi as its prime rate in effect at its principal office in New York City and notified to the Borrower. The prime rate is a rate set by Citi based upon various factors including Citi's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such rate.

"**Priority Payable Reserve**" means, in each case other than items reflected in the GST, HST, VAT Tax Reserve (i) with respect to the European Loan Parties, the total amount of liabilities at such time of the European Loan Parties which, by operation of law or contract rank (or are likely in an insolvency or bankruptcy of any European Loan Party to rank) senior to or pari passu with the liabilities of the European Loan Parties under the Loan Documents and (ii) with respect to the Canadian Loan Parties, the total amount of liabilities at such time of the Canadian Loan Parties which are secured by a Lien which ranks or is capable of ranking prior to or pari passu with the Liens created by the Canadian Security Agreements in respect of Canadian Loan Parties' Eligible Accounts or Canadian Loan Parties' Eligible Inventory, including amounts owing for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the Excise Tax Act (Canada) (net of GST input credits), income tax, workers compensation, government royalties, overdue employee and employer pension plan contributions (including "normal cost", "special payments" and any other payments in respect of any funding deficiencies or shortfalls), overdue rents or Taxes, and other statutory or other claims that have or may have priority over, or rank pari passu with, such Liens created by the Canadian Security Agreements.

"**Pro Forma Basis**" or "**pro forma effect**" means "**Pro Forma Basis**" or "**pro forma effect**" means, with respect to any determination of the Total Leverage Ratio, the Secured Leverage Ratio, the Senior Secured Leverage Ratio, the Fixed Charge Coverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets (including component definitions thereof), that:

(a) each Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period (or, in the case of Consolidated Total Assets or any other balance sheet item, as of the last day of such Test Period) with respect to any test or covenant for which such calculation is being made,

(b) in the case of (A) any Disposition of all or substantially all of the Capital Stock of any Restricted Subsidiary or any division and/or product line of the Lead Borrower, any Restricted Subsidiary, (B) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary and (C) the implementation of any Cost Savings Initiative, income statement items (whether positive or negative and including any Expected Cost Savings) attributable to the property or Person subject to such Subject Transaction, shall be excluded as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of any Permitted Acquisition, Investment and/or designation of an Unrestricted Subsidiary as a Restricted Subsidiary described in the definition of the term "Subject Transaction", income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that any pro forma adjustment described in this clause (b) may be applied to any such test or covenant solely to the extent that such adjustment is consistent with the definition of "Consolidated Adjusted EBITDA",

(c) any retirement or repayment of Indebtedness (other than normal fluctuations in revolving Indebtedness incurred for working capital purposes) shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(d) any Indebtedness incurred by the Lead Borrower or any of its Restricted Subsidiaries in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that, (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable Test Period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (y) interest on any obligation with respect to any Capital Lease shall be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of the Lead Borrower to be the rate of interest implicit in such obligation in accordance with GAAP and (z) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Lead Borrower, and

(e) the acquisition of any assets included in calculating Consolidated Total Assets, whether pursuant to any Subject Transaction or any Person becoming a subsidiary or merging, amalgamating or consolidating with or into the Lead Borrower or any of its subsidiaries, or the Disposition of any assets included in calculating Consolidated Total Assets described in the definition of "Subject Transaction" shall be deemed to have occurred as of the last day of the applicable Test Period with respect to any test or covenant for which such calculation is being made.

In the case of any calculation of the Total Leverage Ratio, the Secured Leverage Ratio, the Fixed Charge Coverage Ratio, the Senior Secured Leverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets for any events described above that occur prior to the first date on which financial statements have been (or are required to be) delivered hereunder, such calculation to be made on a "Pro Forma Basis" shall use the financial statements delivered pursuant to Section 4.01(c)(ii) for the Fiscal Year ended December 31, 2015. Notwithstanding anything to the contrary set forth in the immediately preceding paragraph, for the avoidance of doubt, when calculating the Senior Secured Leverage Ratio for purposes of the definitions of "Applicable Rate" and for purposes of Section 6.15(a), the events described in the immediately preceding paragraph that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect.

"**Projections**" means the projections of the Lead Borrower and its subsidiaries included in the Information Memorandum (or a supplement thereto).

"**Promissory Note**" means a promissory note of the relevant Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit G, evidencing the aggregate outstanding principal amount of Revolving Loans of such Borrower to such Lender resulting from the Revolving Loans made by such Lender.

"**Protective Advance**" has the meaning assigned to such term in Section 2.06(a).

"**Public Company Costs**" means any Charge associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and, in each case, similar Requirements of Law under other jurisdictions), as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, any Charge relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing fees.

"**Public Lender**" has the meaning assigned to such term in Section 9.01(d).

"**Published LIBO Rate**" means, with respect to any Interest Period when used in reference to any Revolving Loan or Borrowing,

(a) in the case of any LIBO Rate Revolving Loan denominated in any currency other than Euros, (1) the rate of interest per annum equal to the ICE Benchmark Administration Limited LIBOR Rate ("**ICE LIBOR**"), as published by Bloomberg (or another commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time) as the London interbank offered rate for deposits in the applicable currency for a term comparable to such Interest Period, at approximately 11:00 a.m. (London time) on the date which is two Business Days prior to the commencement of such Interest Period (but if more than one rate is specified on such page, the rate will be an arithmetic average of all such rates) and (2) if such rate is not available at such time for any reason, then the "Published LIBO Rate" for such Interest Period shall be the interest rate per annum reasonably determined by the Administrative Agent in good faith to be the rate per annum at which deposits in the applicable currency for delivery on the first day of such Interest Period in immediately available funds in the approximate amount of the LIBO Rate Revolving Loan being made, continued or converted by the Administrative Agent and with a term equivalent to such Interest Period would be offered to the Administrative Agent by major banks in the London or other offshore interbank market for the applicable currency at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; provided that, with respect to any Interest Period for which there is no corresponding Eurocurrency Rate as published by Bloomberg (or another commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time), LIBO Rate shall be determined through the use of straight-line interpolation by reference to two such rates, one of which shall be determined as if the length of the period of such deposits were the period of time for which the rate for such deposits is available is the period next shorter than the length of such Interest Period and the other of which shall be determined as if the period of time for which the rate for such deposits is available is the period next longer than the length of such Interest Period, as determined by the Administrative Agent; and

(b) in the case of any LIBO Rate Revolving Loan denominated in Euros, (1) the rate of interest per annum equal to the ICE Benchmark Administration Limited EURIBOR Rate ("**ICE EURIBOR**"), as published by Bloomberg (or another commercially available source providing quotations of ICE EURIBOR as designated by the Administrative Agent from time to time) as the Euro Interbank Offered Rate for deposits in Euros for a term comparable to such Interest Period at approximately 11:00 a.m. (London time) on the date which is two Business Days prior to the commencement of such Interest Period (but if more than one rate is specified on such page, the rate will be an arithmetic average of all such rates) and (2) if such rate is not available at such time for any reason, then the "Published LIBO Rate" for such Interest Period shall be the interest rate per annum reasonably determined by the Administrative Agent in good faith to be the rate per annum at which deposits in Euros for delivery on the first day of such Interest Period in immediately available funds in the approximate amount of the LIBO Rate Revolving Loan being made, continued or converted by the Administrative Agent and with a term equivalent to such Interest Period would be offered to the Administrative Agent by major banks in the London or other offshore interbank market for Euros at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; provided that, with respect to any Interest Period for which there is no corresponding Eurocurrency Rate as published by Bloomberg (or another commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent from time to time), LIBO Rate shall be determined through the use of straight-line interpolation by reference to two such rates, one of which shall be determined as if the length of the period of such deposits were the period of time for which the rate for such deposits is available is the period next shorter than the length of such Interest Period and the other of which shall be determined as if the period of time for which the rate for such deposits is available is the period next longer than the length of such Interest Period, as determined by the Administrative Agent;

provided that in no event shall the Published LIBO Rate be less than zero.

"**Qualified Capital Stock**" of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

"**Qualified Cash**" means the amount of unrestricted cash and cash equivalents of the applicable Loan Parties at such time to the extent held in an account subject to a Deposit Account Control Agreement, in each case as to which the Loan Parties have no access without the Administrative Agent's consent (provided that the Administrative Agent shall grant such consent so long as (x) no Default or Event of Default exists at the time of, or after giving effect to, such withdrawal and (y) the applicable Borrower has delivered an updated Borrowing Base Certificate to the Administrative Agent demonstrating that the Initial US Revolving Credit Exposure does not exceed the US Line Cap, the Initial Canadian Revolving Credit Exposure does not exceed the Canadian Line Cap and the Initial European Revolving Credit Exposure does not exceed the European Line Cap, in each case, after giving effect to such withdrawal) and maintained either (1) with the Administrative Agent or (2) with another depositary, subject to a control agreement in favor of the Administrative Agent and in compliance with Section 5.16.

"**Qualifying IPO**" means the issuance and sale by the Lead Borrower or any Parent Company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering) pursuant to which Net Proceeds of at least $70,000,000 are received by, or contributed to, the Lead Borrower.

"**Real Estate Asset**" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) of any Loan Party in and to real property (including, but not limited to, land, improvements and fixtures thereon).

"**Recipient**" has the meaning in Section 2.17(j)(ii).

"**Refinancing**" means the repayment in full of all Indebtedness outstanding under, and the termination of the commitments under (and all guaranties, Liens and security relating to) the Existing Credit Agreements and the Existing PQ Notes.

"**Refinancing Indebtedness**" has the meaning assigned to such term in Section 6.01(p).

"**Refunding Capital Stock**" has the meaning assigned to such term in Section 6.04(a)(ix).

"**Register**" has the meaning assigned to such term in Section 9.05(b).

"**Regulation D**" means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation H**" means Regulation H of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Parties**" means, with respect to any specified Person, such Person's Affiliates and controlling persons and its or their respective directors, officers, employees, partners, agents, advisors and other representatives.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into or through the Environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

"**Rent and Charges Reserve**" means the aggregate of (a) all past due amounts due and owing by a Loan Party to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any Eligible Inventory and could legally assert a Lien on any Eligible Inventory; and (b) an amount equal to up to three months' rent for all of the Loan Parties' leased locations or the amount that may be payable for up to three months to any third party warehouse or other storage facilities where Eligible Inventory is located, in each case, other than (x) any such location with respect to which the Administrative Agent shall have received a Collateral Access Agreement in form and substance reasonably satisfactory to the Administrative Agent (it being understood that upon receipt of any such Collateral Access Agreement with respect to such location any Rent and Charges Reserve shall be immediately released), (y) any amounts being disputed in good faith and (z) any such location where Eligible Inventory not in excess of $2,000,000 is located.

"**Reorganization**" means transactions contemplated by the Reorganization Agreement, including the First/PQ/Eco Merger, the PQ Holdings Contribution, the Second PQ/Eco Merger and the Eco Contribution.

"**Reorganization Agreement**" means the Reorganization and Transaction Agreement dated August 17, 2015, by and among PQ Holdings Inc., PQ Group Holdings Inc., Eco Merger Sub Corporation, the Lead Borrower, certain affiliated investment funds of the Sponsor, Eco Services Topco LLC, Eco Services Midco LLC, Eco Services Group Holdings LLC, Eco Services Intermediate Holdings LLC and Eco Services Operations LLC.

"**Representative**" has the meaning assigned to such term in Section 9.13.

"**Required Lenders**" means, at any time, Lenders having Revolving Credit Exposure or unused Commitments representing more than 50% of the sum of the total Revolving Credit Exposure and such unused commitments at such time; provided that the Revolving Credit Exposure and unused Commitments of any Defaulting Lender shall be disregarding in the determination of the Required Lenders at any time.

"**Required Minimum Balance**" has the meaning assigned to such term in Section 5.16(b).

"**Requirements of Law**" means, with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" of any Person means the chief executive officer, the president, a statutory director, the chief financial officer, the treasurer, any assistant treasurer, any executive vice president, any senior vice president, any vice president or the chief operating officer of such Person and any other individual or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date, shall include a statutory director, any secretary or assistant secretary or any other individual or similar official thereof with substantially equivalent responsibilities of a Loan Party or, in relation to a Dutch Loan Party, one or more managing directors authorized to represent such Loan Party or any other authorized signatory. Any document delivered hereunder that is signed by a Responsible Officer of any Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"**Responsible Officer Certification**" means, with respect to the financial statements for which such certification is required, the certification of a Responsible Officer of the Lead Borrower that such financial statements fairly present, in all material respects, in accordance with GAAP, the consolidated financial condition of the Lead Borrower as at the dates indicated and its consolidated income and cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"**Restricted Debt**" has the meaning set forth in Section 6.04(b).

"**Restricted Debt Payment**" has the meaning set forth in Section 6.04(b).

"**Restricted Payment**" means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of the Lead Borrower, except a dividend payable solely in shares of Qualified Capital Stock to the holders of such class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of the Lead Borrower and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of the Lead Borrower now or hereafter outstanding.

"**Restricted Subsidiary**" means, as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise specified, "Restricted Subsidiary" shall mean any Restricted Subsidiary of the Borrowers.

"**Retention of Title Reserve**" sums payable or which may become payable to suppliers of any of the European Loan Parties pursuant to retention of title rights under applicable law or arising by contract or in respect of royalties, intellectual property and other licence fees to enable the European Loan Parties to hold, deal with or sell Inventory.

"**Revaluation Date**" means (a) with respect to any Revolving Loan, each of the following: (i) the date of the Borrowing of such Revolving Loan, (ii) each date of any continuation of such Revolving Loan pursuant to the terms of this Agreement, (iii) the date of delivery of the Borrowing Base Certificate required to be delivered pursuant to Section 5.01(l) (without giving effect to the proviso thereto) and (iv) the date of any voluntary reduction of the related Commitment pursuant to Section 2.09(c); (b) with respect to any Letter of Credit, each of the following: (i) the date of on which such Letter of Credit is issued, (ii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof and (iii) the date of delivery of the Borrowing Base Certificate required to be delivered pursuant to Section 5.01(m) (without giving effect to the proviso thereto); and (c) any additional date as the Administrative Agent or the relevant Issuing Bank, as applicable, may determine or the Required Lenders may require at any time.

"**Revolving Credit Exposure**" means, with respect to any Lender at any time, such Lender's Applicable Percentage of the Total Revolving Credit Exposure, at such time.

"**Revolving Facility**" means the Initial Revolving Facility, any Incremental Revolving Facility and/or any Extended Revolving Facility.

"**Revolving Loans**" means the Initial Revolving Loans and the Additional Revolving Loans.

"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of the McGraw-Hill Companies, Inc.

"**Sale and Lease-Back Transaction**" has the meaning assigned to such term in Section 6.08.

"**Sanctioned Country**" means, at any time, a country or territory that is itself the subject or target of any Sanctions (at the time of this Agreement, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria).

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country, except that any Person that is not organized in the U.S. shall not be a Sanctioned Person on the basis of having transactions in or relating to a Sanctioned Country that are not prohibited by Sanctions, or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"**Sanctions**" mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

"**Secured Banking Services Obligations**" means the US Secured Banking Services Obligations, the Canadian Secured Banking Services Obligations and the European Secured Banking Services Obligations.

"**Secured Banking Services Provider**" means the Administrative Agent, any Lender or any Arranger or an Affiliate of the Administrative Agent, any Lender or any Arranger as of the Closing Date that is providing Banking Services.

"**Secured Hedging Obligations**" means Canadian Secured Hedging Obligations, European Secured Hedging Obligations and US Secured Hedging Obligations.

"**Secured Leverage Ratio**" means the ratio, as of any date of determination, of (a) Consolidated Secured Debt as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended, in each case for the Lead Borrower and its Restricted Subsidiaries on a consolidated basis.

"**Secured Obligations**" means all Obligations, together with (a) all Secured Banking Services Obligations and (b) all Secured Hedging Obligations.

"**Secured Parties**" means (i) the Lenders, (ii) the Issuing Banks, (iii) the Administrative Agent, (iv) each counterparty to a Hedge Agreement with a Loan Party the obligations under which constitute Secured Hedging Obligations, (v) Secured Banking Services Provider, (vi) the Arrangers and (vii) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document.

"**Securities**" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that "Securities" shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

"**Securities Act**" means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

"**Security Agreements**" means the US Security Agreement and the Canadian Security Agreement.

"**Senior Note Documents**" means the 2022 Senior Note Documents, the 2022 Senior Secured Note Documents, and the 2022 Senior Unsecured Note Documents.

"**Senior Note Indentures**" means the 2022 Senior Note Indenture, the 2022 Senior Secured Note Indenture, and the 2022 Senior Unsecured Note Purchase Agreement.

"**Senior Notes**" means the 2022 Senior Notes, the 2022 Senior Secured Notes, and the 2022 Senior Unsecured Notes.

"**Senior Secured Leverage Ratio**" means the ratio, as of any date of determination, of (a) Consolidated Senior Secured Debt as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended, in each case for the Lead Borrower and its Restricted Subsidiaries on a consolidated basis.

"**SPC**" has the meaning assigned to such term in Section 9.05(e).

"**Specified Lease Transactions**" means lease and lease-back and sale and lease-back transactions consummated by any Loan Party and one or more governmental units in connection with arrangements pursuant to applicable state or local law by which a Loan Party obtains partial or full abatement of ad valorem taxes levied against the subject property, including, without limitation, those transactions described on Schedule 1.01(c).

"**Specified Default**" means any Event of Default arising under Section 6.15, Section 7.01(a), Section 7.01(d) (with respect to any material misrepresentation in any Borrowing Base Certificate), Section 7.01(e)(i), Section 7.01(e)(ii), Section 7.01(f) or Section 7.01(g).

"**specified transaction**" shall have the meaning ascribed to such term in Section 1.08(a).

"**Sponsor**" means CCMP Capital Advisors, LP and any of its controlled Affiliates and funds managed or advised by any of them or any of their respective controlled Affiliates.

"**Spot Rate**" means, on any date of determination, the exchange rate, as determined by the Administrative Agent, that is applicable to conversion of one currency into another currency, which is (a) the exchange rate reported by Bloomberg (or other commercially available source designated by the Administrative Agent) as of the end of the preceding Business Day in the financial market for the first currency or (b) if such report is unavailable for any reason, the spot rate for the purchase of the first currency with the second currency as in effect during the preceding Business Day in Administrative Agent's principal foreign exchange trading office for the first currency.

"**Stated Amount**" means, with respect to any Letter of Credit, at any time, the maximum amount available to be drawn thereunder, in each case determined (x) as if any future automatic increases in the maximum available amount provided for in any such Letter of Credit had in fact occurred at such time and (y) without regard to whether any conditions to drawing could then be met but after giving effect to all previous drawings made thereunder.

"**Sterling**" and "**£**" mean the lawful currency of the United Kingdom.

"**Subject Party**" has the meaning set forth in Section 2.17(j)(ii).

"**Subject Person**" has the meaning assigned to such term in the definition of "Consolidated Net Income".

"**Subject Transaction**" means, with respect to any Test Period, (a) the Transactions, (b) any Permitted Acquisition or any other acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or any facility, or of a majority of the outstanding Capital Stock of any Person (including any Investment in a subsidiary which serves to increase any Borrower's or any subsidiary's respective equity ownership in such subsidiary or any acquisition or Investment in any joint venture for the purpose of purchasing any or all of the interests of any joint venture partner), in each case permitted by this Agreement, (c) any Disposition of all or substantially all of the assets or Capital Stock of a subsidiary (or any business unit, line of business or division of any Borrower or a Restricted Subsidiary) not prohibited by this Agreement, (d) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Restricted Subsidiary in accordance with Section 5.10 hereof, (e) the incurrence or repayment of Indebtedness, (f) the implementation of any Cost Savings Initiative and/or or (g) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis.

"**Subject Transaction Date**" means the date a Subject Transaction is consummated.

"**Subordinated Indebtedness**" means any Indebtedness of the Borrowers or any of their Restricted Subsidiaries that is expressly subordinated in right of payment to the Obligations.

"**subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding. Unless otherwise specified, "subsidiary" shall mean any subsidiary of the Borrowers.

"**Subsidiary Guarantor**" means (x) on the Closing Date, each subsidiary of the Borrowers (other than any subsidiary that is an Excluded Subsidiary on the Closing Date) and (y) thereafter, each subsidiary of the Borrowers that guarantees any of the Secured Obligations pursuant to the terms of this Agreement, in each case, until such time as the relevant subsidiary is released from its obligations under the Loan Guaranty in accordance with the terms and provisions hereof.

"**Supplier**" has the meaning set forth in Section 2.17(j)(ii).

"**Swap Obligations**" means, with respect to any Loan Party, 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.

"**TARGET2 Day**" shall mean any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euros.

"**Tax and Trust Funds**" has the meaning specified in the definition of "Excluded Asset".

"**Taxes**" means any and all present and 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**" has the meaning assigned to such term in the lead-in to Article 5.

"**Term Loan Administrative Agent**" means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent under the Term Loan Facility Documentation, or any successor administrative agent and collateral agent under the Term Loan Facility Documentation.

"**Term Loan Collateral**" means Pari Passu Collateral as defined in the ABL Intercreditor Agreement.

"**Term Loan Credit Agreement**" means that certain Term Loan Credit Agreement, dated as of the Closing Date, by and among Holdings, the US Borrower, the lenders party thereto in their capacities as lenders thereunder and the Term Loan Administrative Agent and the other agents party thereto and any amendments, restatements, amendments and restatements, supplements or modifications thereof.

"**Term Loan Facility**" means the credit facility governed by the Term Loan Credit Agreement and any Refinancing Indebtedness that refinance or replaces any part of the loans, notes, guarantees, other credit facilities or commitments thereunder.

"**Term Loan Facility Documentation**" means the Term Loan Facility and all related notes, collateral documents, letters of credit and guarantees, instruments and agreements executed in connection therewith, and any appendices, exhibits or schedules to any of the foregoing (as the same may be in effect from time to time).

"**Term Loans**" shall mean the term loans under the Term Loan Facility.

"**Test Period**" means, as of any date, the period of four consecutive Fiscal Quarters then most recently ended for which financial statements under Section 5.01(a) or Section 5.01(b), as applicable, have been delivered (or are required to have been delivered); it being understood and agreed that prior to the first delivery of financial statements of Section 5.01(a), "Test Period" means the period of four consecutive Fiscal Quarters in respect of which financial statements were delivered pursuant to Section 4.01(c).

"**Threshold Amount**" means $50,000,000.

"**Total Leverage Ratio**" means the ratio, as of any date of determination, of (a) Consolidated Total Debt outstanding as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended in each case for the Lead Borrower and its Restricted Subsidiaries.

"**Total Revolving Credit Exposure**" means at any time, the sum of the Initial Revolving Credit Exposure and the Additional Revolving Credit Exposure.

"**Trademark**" means the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (d) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

"**tranche**" has the meaning assigned to such term in Section 2.23(a).

"**Transaction Costs**" means fees, premiums, expenses and other transaction costs (including original issue discount or upfront fees) payable or otherwise borne by Holdings and its subsidiaries in connection with the Transactions and the transactions contemplated thereby.

"**Transactions**" means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the Borrowing of Revolving Loans hereunder, (b) the Reorganization, (c) the execution, delivery and performance by the Loan Parties and certain other Subsidiaries of the Lead Borrower of the Term Loan Facility Documentation and the borrowing of the loans thereunder on the Closing Date, (d) the issuance of the Senior Notes, (e) the Refinancing and (f) the payment of the Transaction Costs.

"**Treasury Capital Stock**" has the meaning assigned to such term in Section 6.04(a)(ix).

"**Treasury Regulations**" means the U.S. federal income tax regulations promulgated under the Code.

"**Treaty**" has the meaning assigned to such term in the definition of "Treaty State".

"**Treaty State**" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

"**Trust Fund Account**" means any account containing Cash and Cash Equivalents consisting solely of Tax and Trust Funds.

"**Trust Fund Certificate**" means a certificate of a Responsible Officer of the Lead Borrower certifying (a) the type and amount of any Tax and Trust Funds contained or held in a Blocked Account, and (b) that (x) the obligation requiring such Tax and Trust Funds is due and payable within 15 Business Days of delivery of such certificate and (y) amounts on deposit in any applicable Trust Fund Account are insufficient to make such payment.

"**Type**", when used in reference to any Revolving Loan or Borrowing, refers to whether the rate of interest on such Revolving Loan, or on the Revolving Loans comprising such Borrowing, is determined by reference to the LIBO Rate, the CDOR Loan Rate, the Canadian Prime Rate or the Alternate Base Rate.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the creation or perfection of security interests.

"**Unrestricted Subsidiary**" means any subsidiary of any Borrower designated by the Lead Borrower as an Unrestricted Subsidiary on the Closing Date and listed on Schedule 5.10 or after the Closing Date pursuant to Section 5.10.

"**U.S.**" means the United States of America.

"**UK Borrower**" means a Borrower which is incorporated or established under the laws of England and Wales..

"**UK Borrower DTTP Filing**" means an HM Revenue & Customs Form DTTP2 duly completed and filed by the relevant UK Borrower which:

(a) where it relates to a UK Treaty Lender that is a Lender on the day this Agreement is entered into, contains the scheme reference number and jurisdiction of tax residence stated opposite such Lender's name in Schedule 1.01(a); and

(i) where the UK Borrower is a Borrower on the day this Agreement is entered into, is filed with HM Revenue & Customs within thirty (30) days of the date of this Agreement; or

(ii) where such UK Borrower is not a Borrower on the day this Agreement is entered into, is filed with HM Revenue & Customs within thirty (30) days of the date on which that Person becomes a Borrower; and

(b) where it relates to a UK Treaty Lender that is not a party to this Agreement on the date on which this Agreement is entered into, contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the relevant Assignment and Assumption or as otherwise notified to the Lead Borrower, the Administrative Agent or the UK Borrower in writing within fifteen (15) days of the relevant UK Treaty Lender becoming a party to this Agreement and:

(i) where the UK Borrower is a Borrower as at the relevant transfer date, is filed with HM Revenue & Customs within thirty (30) days of that date; or

(ii) where the UK Borrower is not a Borrower as at the relevant transfer date, is filed with HM Revenue & Customs within thirty (30) days of the date on which that UK Borrower becomes a Borrower.

"**UK CTA**" means the Corporation Tax Act 2009 of the United Kingdom.

"**UK DB Plan**" means the Ballotini Pension and Life Assurance Scheme

"**UK ITA**" means the Income Tax Act 2007 of the United Kingdom.

"**UK Loan Party**" means each Loan Party incorporated or established under the laws of England and Wales.

"**UK Non-Bank Lender**" means (a) where a Lender becomes a party to this Agreement on the day on which this the Agreement is entered into, a Lender listed as a UK Non-Bank Lender in

Schedule 1.01(a) and (b) where a Lender becomes a party to this Agreement after the date on which this Agreement is entered into, a Lender which gives a UK Tax Confirmation in the Assignment and Assumption which it executes on becoming a party to this Agreement or as otherwise notified to the Lead Borrower, the Administrative Agent or the UK Borrower in writing within fifteen (15) days of the relevant Lender becoming a party to this Agreement.

"**UK Qualifying Lender**" means each Lender which makes a Loan to a UK Borrower and that is:

(a) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document and is:

(i) a Lender

(1) which is a bank (as defined for the purpose of section 879 of the UK ITA) making an advance under a Loan Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payment apart from section 18A of the UK CTA; or

(2) in respect of an advance made under a Loan Document by a Person that was a bank (as defined for the purpose of section 879 of the UK ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or

(ii) a Lender which is:

(1) a company resident in the United Kingdom for United Kingdom tax purposes;

(2) a partnership each member of which is:

(A) a company so resident in the United Kingdom; or

(B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the UK CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the UK CTA; or

(C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the UK CTA) of that company; or

(iii) a UK Treaty Lender; or

(b) a Lender which is a building society (as defined for the purposes of section 880 of the UK ITA) making an advance under a Loan Document.

"**UK Tax Confirmation**" means a confirmation by a Lender that the Person beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the UK CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the UK CTA; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the UK CTA) of that company.

"**UK Tax Deduction**" means a deduction or withholding for, or on account of, Tax imposed by the United Kingdom from a payment under a Loan Document.

"**UK Treaty Lender**" means a Lender which:

(a) is treated as a resident of a Treaty State for the purposes of the relevant Treaty;

(b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the loan is effectively connected; and

(c) fulfills any conditions which must be satisfied under the relevant Treaty by residents of that Treaty State to obtain full exemption from Tax imposed on interest by the United Kingdom, subject to the completion of any necessary procedural formalities.

"**US Availability**" means as of any applicable date, the amount by which the US Line Cap exceeds the Initial US Revolving Credit Exposure, in each case at such time.

"**US Banking Services Obligations**" means Banking Services Obligations of a US Loan Party that are not "Banking Services Obligations" as defined in the Term Loan Agreement (or any equivalent term under the Term Facility).

"**US Borrower**" has the meaning set forth in the preamble hereto

"**US Borrowing Base**" means the sum, in Dollars, of the following as set forth in the most recently delivered US Borrowing Base Certificate:

(a) 85% of the US Loan Parties' Eligible Accounts; *plus*

(b) the lesser of (i) 85% of the Net Orderly Liquidation Value or (ii) 70% of the book value of the US Loan Parties' Eligible Inventory (calculated at the lower of cost or market value); *plus*

(c) 100% of Qualified Cash of the US Loan Parties; provided that the sum of all Qualified Cash of all Loan Parties included in the US Borrowing Base, the Canadian Borrowing Base and the European Borrowing Base may not exceed $25,000,000 in the aggregate; *minus*

(d) any Availability Reserve established in connection with the foregoing.

In connection with any Subject Transaction, the US Borrower may submit a US Borrowing Base Certificate reflecting a calculation of the US Borrowing Base that includes Eligible Accounts and Eligible Inventory (otherwise satisfying the criteria in respect thereof, contained in such definition) acquired by US Loan Parties in connection with such Subject Transaction (the "**Acquired US Eligible Accounts**" and the "**Acquired US Eligible Inventory**", respectively) and, from and after the Subject Transaction Date, the US Borrowing Base hereunder shall be calculated giving effect thereto; provided that prior to the completion of a field examination and inventory appraisal with respect to such Acquired US Eligible Accounts and Acquired US Eligible Inventory, such adjustment to the US Borrowing Base shall only be available if a customary desktop audit with respect to such assets reasonably satisfactory to the Administrative Agent in its Permitted Discretion has been completed and shall be limited to (i) from the Subject Transaction Date until the date that is 91 days after the Subject Transaction Date, the aggregate amount of Acquired US Eligible Accounts and Acquired US Eligible Inventory included in the US Borrowing Base prior to the completion of a field examination and inventory appraisal with respect thereto, shall not exceed 10% of the US Borrowing Base (calculated after giving effect to the inclusion (up to such 10% cap) of the Acquired US Eligible Accounts and Acquired US Eligible Inventory as to which a field examination and inventory appraisal has not been performed). From the 91st day following the Subject Transaction Date (or such later date as the Administrative Agent may agree), the US Borrowing Base shall be calculated without reference to the Acquired US Eligible Accounts and the Acquired US Eligible Inventory until a field examination and inventory appraisal has been completed with respect to such assets; it being understood and agreed that (x) there shall be no Default or Event of Default solely as a result of a failure to complete and deliver such inventory appraisal and field examination on or prior to the dates indicated above and (y) the performance of such inventory appraisal and field examination on the Acquired US Eligible Accounts and the Acquired US Eligible Inventory shall not count toward the limitations on the number of inventory appraisals and field examinations contained in Section 5.06(b).

Notwithstanding anything to the contrary herein, from the Closing Date until the date on which the initial US Borrowing Base Certificate is delivered in accordance with Section 5.01(l), the US Borrowing Base shall be deemed to be $125,000,000; provided that if a US Borrowing Base Certificate has not been delivered on or prior to (i) May 25, 2016, the US Borrowing Base shall be deemed to be $100,000,000 as of such date or (ii) June 25, 2016, the US Borrowing Base shall be deemed to be $0 as of such date.

"**US Borrowing Base Certificate**" means a certificate from a Responsible Officer of the Lead Borrower, in substantially the form of Exhibit N, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Lead Borrower and the Administrative Agent or such other form which is acceptable to the Administrative Agent in its reasonable discretion.

"**US Collateral**" means any and all property of any US Loan Party subject to a Lien under any Collateral Document and any and all other property of any US Loan Party, now existing or hereafter acquired, that is or becomes subject to a Lien pursuant to any Collateral Document, in each case, to secure the US Secured Obligations.

"**US Concentration Account**" has the meaning assigned to such term in Section 5.16(a).

"**US Hedge Product Amount**" has the meaning assigned to such term in the definition of US Secured Hedging Obligations.

"**US LC Collateral Account**" has the meaning assigned to such term in Section 2.05(j).

"**US LC Exposure**" means at any time, the sum of (a) the Dollar Equivalent of the aggregate undrawn amount of all outstanding US Letters of Credit at such time and (b) the Dollar Equivalent of the aggregate principal amount of all LC Disbursements with respect to US Letters of Credit that have not yet been reimbursed at such time. The US LC Exposure of any Lender at any time shall equal its Applicable Percentage of the aggregate US LC Exposure at such time.

"**US Letters of Credit**" has the meaning assigned to such term in Section 2.05(a)(i)(A).

"**US Letter of Credit Sublimit**" means $50,000,000, subject to increase in accordance with Section 2.22.

"**US Line Cap**" means at any time, the lesser of (i) the aggregate Initial US Commitment and (ii) the then-applicable US Borrowing Base.

"**US Loan Guaranty**" means the US Loan Guaranty Agreement, substantially in the form of Exhibit I, executed by each US Loan Party party thereto and the Administrative Agent for the benefit of the Secured Parties.

"**US Loan Party**" means any Loan Party that is incorporated or organized under the laws of the US, any state thereof or the District of Columbia.

"**US Lockbox**" has the meaning assigned to such term in Section 5.16(a).

"**US Obligations**" means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Initial US Revolving Loans, all US Overadvances, all US Protective Advances, all US LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the US Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Revolving Loan, Overadvance, Protective Advance or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

"**US Overadvance**" has the meaning assigned to such term in Section 2.04(a).

"**US Protective Advance**" has the meaning assigned to such term in Section 2.06(a).

"**US Required Lenders**" means, at any time, Lenders having Initial US Revolving Credit Exposure or unused Initial US Revolving Commitments representing more than 50% of the sum of the total Initial US Revolving Credit Exposure and such unused Initial US Revolving Commitments at such time; provided that the Initial US Revolving Credit Exposure and unused Initial US Revolving Commitments of any Defaulting Lender shall be disregarding in the determination of the US Required Lenders at any time.

"**US Secured Hedging Obligations**" means all Hedging Obligations (other than any Excluded Swap Obligations) of any US Loan Party under each Hedge Agreement that (a) is in effect on the Closing Date between any US Loan Party and a counterparty that is the Administrative Agent, a Lender, an Arranger or any Affiliate of the Administrative Agent, a Lender or an Arranger as of the Closing Date or (b) is entered into after the Closing Date between any US Loan Party and any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such Hedge Agreement is entered into, for which such US Loan Party agrees to provide security and

in each case that has been designated to the Administrative Agent in writing by the US Borrower as being a US Secured Hedging Obligation for purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender; provided that for any such US Secured Hedging Obligations to constitute "Designated Hedging Obligations," the applicable US Loan Party must have provided written notice to the Administrative Agent substantially in the form of Exhibit O notifying the Administrative Agent of (i) the existence of the applicable Hedge Agreement and (ii) the maximum amount of obligations of the applicable US Loan Party that may arise thereunder (the "**US Hedge Product Amount**"). The US Hedge Product Amount may be changed from time to time upon written notice to the Administrative Agent by the applicable Secured Party and US Loan Party. No US Hedge Product Amount may be established or increased at any time that a Default or Event of Default exists, or if a reserve in such amount would cause an Overadvance.

"**US Secured Obligations**" means all Secured Obligations of the US Loan Parties.

"**US Security Agreement**" means the ABL Pledge and Security Agreement, substantially in the form of Exhibit J, among the US Loan Parties and the Administrative Agent for the benefit of the Secured Parties.

"**US Successor Borrower**" has the meaning assigned to such term in Section 6.07(a).

"**US Super Majority Lenders**" means, at any time, Lenders having Initial US Revolving Credit Exposure and unused Initial US Revolving Commitments representing more than 66-2/3% of the sum of the aggregate Initial US Revolving Credit Exposure and such unused Initial US Revolving Commitments of all Lenders at such time; provided that the Initial US Revolving Credit Exposure and unused Initial US Revolving Commitment of any Defaulting Lender shall be disregarded in the determination of the US Super Majority Lenders at any time.

"**USA PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

"**U.S. Tax Compliance Certificate**" has the meaning assigned to such term in Section 2.17(f).

"**VAT**" means (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax as amended (EC Directive 2006/112) and (b) any other Tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (a) above, or imposed elsewhere.

"**Wholly-Owned Subsidiary**" of any Person means a subsidiary of such Person, 100% of the Capital Stock of which (other than directors' qualifying shares or shares required by law to be owned by a resident of the relevant jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

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

"**2022 Senior Note Documents**" means the 2022 Senior Note Indenture under which the 2022 Senior Notes are issued and all other instruments, agreements and other documents evidencing the 2022 Senior Notes or providing for any Guarantee or other right in respect thereof.

"**2022 Senior Note Indenture**" means the Indenture for the 2022 Senior Notes, dated as of October 24, 2014, among the Borrower (as successor to Eco Finance Corp., a Delaware corporation), and Wilmington Trust, National Association, as trustee.

"**2022 Senior Notes**" means the senior unsecured notes due 2022 in the aggregate principal amount of $200,000,000 and the Guarantees thereof, in each case together with any amendment, modification, supplement, restatement, amendment and restatement, extension, renewal, refinancing, refunding or replacement thereof to the extent permitted or not restricted by this Agreement.

"**2022 Senior Secured Note Documents**" means the 2022 Senior Secured Note Indenture under which the 2022 Senior Secured Notes are issued and all other instruments, agreements and other documents evidencing the 2022 Senior Secured Notes or providing for any Guarantee or other right in respect thereof.

"**2022 Senior Secured Note Indenture**" means the Indenture for the 2022 Senior Secured Notes, dated as of May 4, 2016, among the Borrower, the guarantors named therein and Wells Fargo Bank, National Association, as trustee and as collateral agent.

"**2022 Senior Secured Notes**" means the senior secured notes due 2022 in the aggregate principal amount of $625,000,000 and the Guarantees thereof, in each case together with any amendment, modification, supplement, restatement, amendment and restatement, extension, renewal, refinancing, refunding or replacement thereof to the extent permitted or not restricted by this Agreement.

"**2022 Senior Unsecured Note Documents**" means the 2022 Senior Unsecured Note Purchase Agreement under which the 2022 Senior Unsecured Notes are issued and all other instruments, agreements and other documents evidencing the 2022 Senior Unsecured Notes or providing for any Guarantee or other right in respect thereof.

"**2022 Senior Unsecured Note Purchase Agreement**" means the Note Purchase Agreement for the 2022 Senior Unsecured Notes, dated as of May 4, 2016, among the Borrower, the purchasers named therein and Wilmington Trust, National Association, as administrative agent.

"**2022 Senior Unsecured Notes**" means the senior unsecured notes due 2022 in the aggregate principal amount of $525,000,000 and the Guarantees thereof, in each case together with any amendment, modification, supplement, restatement, amendment and restatement, extension, renewal, refinancing, refunding or replacement thereof to the extent permitted or not restricted by this Agreement.

Section 1.02 Classification of Revolving Loans and Borrowings. For purposes of this Agreement, Revolving Loans may be classified and referred to by Class (*e.g.*, an "Initial Revolving Loan" or "Initial US Revolving Loan") or by Type (*e.g.*, a "LIBO Rate Revolving Loan") or by Class and Type (*e.g.*, a "LIBO Rate Initial US Revolving Loan"). Borrowings also may be classified and referred to by Class (*e.g.*, an "Initial US Revolving Borrowing") or by Type (*e.g.*, a "LIBO Rate Borrowing") or by Class and Type (*e.g.*, a "LIBO Rate Initial US Revolving Borrowing").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and

"including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein or in any Loan Document shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified or extended, replaced or refinanced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications or extensions, replacements or refinancings set forth herein), (b) any reference to any law in any Loan Document shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein or in any Loan Document to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein," "hereof" and "hereunder," and words of similar import, when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision hereof, (e) all references herein or in any Loan Document to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, such Loan Document, (f) in the computation of periods of time in any Loan Document from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" mean "to but excluding" and the word "through" means "to and including" and (g) the words "asset" and "property", when used in any Loan Document, 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. For purposes of determining compliance at any time with Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 and 6.09, in the event that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition or Affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01 (other than Section 6.01(a) and (c)), 6.02 (other than Section 6.02(a)), 6.04, 6.05, 6.06, 6.07 and 6.09, the Borrower, in its sole discretion, may, from time to time, classify or reclassify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category. It is understood and agreed that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition and/or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition and/or Affiliate transaction under Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 or 6.09, respectively, but may instead be permitted in part under any combination thereof.

Section 1.04 Accounting Terms; GAAP.

(a) All financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and, except as otherwise expressly provided herein, all terms of an accounting or financial nature that are used in calculating the Total Leverage Ratio, the Senior Secured Leverage Ratio, the Secured Leverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets shall be construed and interpreted in accordance with GAAP, as in effect from time to time; provided that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date of delivery of the financial statements described in Section 3.04(a) in GAAP or in the application thereof (including the conversion to IFRS as described below) on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change becomes effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided, further, that if such an amendment is requested by the Borrower or the Required Lenders, then the Borrower and the Administrative Agent shall negotiate in good faith to enter into an amendment of the

relevant affected provisions (without the payment of any amendment or similar fee to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof; provided, further, that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any subsidiary at "fair value", as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. If the Borrower notifies the Administrative Agent that the Borrower (or its applicable Parent Company) is required to report under IFRS or has elected to do so through an early adoption policy, "**GAAP**" shall mean international financial reporting standards pursuant to IFRS (provided that after such conversion, the Borrower cannot elect to report under GAAP).

(b) Notwithstanding anything to the contrary herein, but subject to Section 1.10, all financial ratios and tests (including the Total Leverage Ratio, the Senior Secured Leverage Ratio, the Secured Leverage Ratio, the Fixed Charge Coverage Ratio and the amount of Consolidated Total Assets and Consolidated Adjusted EBITDA) contained in this Agreement that are calculated with respect to any Test Period during which any Subject Transaction occurs shall be calculated with respect to such Test Period and such Subject Transaction on a Pro Forma Basis. Further, if since the beginning of any such Test Period and on or prior to the date of any required calculation of any financial ratio or test (x) any Subject Transaction has occurred or (y) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries or any joint venture since the beginning of such Test Period has consummated any Subject Transaction, then, in each case, any applicable financial ratio or test shall be calculated on a Pro Forma Basis for such Test Period as if such Subject Transaction had occurred at the beginning of the applicable Test Period (it being understood, for the avoidance of doubt, that solely for purposes of calculating compliance with Section 6.15 and the Senior Secured Leverage Ratio for purposes of the definitions of "Applicable Rate" the date of the required calculation shall be the last day of the Test Period, and no Subject Transaction occurring thereafter shall be taken into account).

(c) Notwithstanding anything to the contrary contained in paragraph (a) above or in the definition of "Capital Lease", in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that such leases were in existence on the date hereof) that would constitute Capital Leases in conformity with GAAP on the date hereof shall be considered Capital Leases, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

Section 1.05 Quebec Terms. For purposes of any assets, liabilities or entities located in the Province of Quebec and for all other purposes pursuant to which the interpretation or construction of this Agreement or any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim", "reservation of ownership" and a "resolutory clause", (f) all references to filing, registering or recording under the UCC shall be deemed to include publication under the Civil Code of Québec, (g) all references to "perfection" of or "perfected"

liens or security interest shall be deemed to include a reference to an "opposable" or "set up" hypothec as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "joint and several" shall be deemed to include "solidary", (l) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership", (o) "legal title" shall be deemed to include "holding title on behalf of an owner as mandatary or prête-nom", (m) "priority" shall be deemed to include "rank" or "prior claim", as applicable, and (n) "lease" shall be deemed to include a "leasing contract".

Section 1.06 Effectuation of Transactions. Each of the representations and warranties contained in this Agreement (and all corresponding definitions) is made after giving effect to the Transactions, unless the context otherwise requires.

Section 1.07 Timing of Payment of Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.08 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.09 Currency Generally; Exchange Rate.

(a) For purposes of any determination under Article 5, Article 6 (other than Section 6.15(a) and the calculation of compliance with any financial ratio for purposes of taking any action hereunder) or Article 7 with respect to the amount of any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition, Sale and Lease-Back Transaction, affiliate transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement, (any of the foregoing, a "**specified transaction**"), in a currency other than Dollars, (i) the Dollar equivalent amount of a specified transaction in a currency other than Dollars shall be calculated based on the rate of exchange quoted by the Bloomberg Foreign Exchange Rates & World Currencies Page (or any successor page thereto, or in the event such rate does not appear on any Bloomberg Page, by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower) for such foreign currency, as in effect at 11:00 a.m. (London time) on the date of such specified transaction (which, in the case of any Restricted Payment, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed); provided that if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than Dollars, and the relevant refinancing or replacement would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing or replacement, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of such Indebtedness being refinanced or replaced, except by an amount equal to (x) unpaid accrued interest and premiums (including tender premiums) thereon *plus* other reasonable and customary fees and expenses (including upfront fees and original issue discount) incurred in connection with such refinancing or replacement, (y) any existing commitments unutilized thereunder and (z) additional amounts permitted to be incurred under Section 6.01 and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the rate of currency exchange occurring after

the time of any specified transaction so long as such specified transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i). For purposes of Section 6.15 and the calculation of compliance with any financial ratio for purposes of taking any action hereunder, on any relevant date of determination, amounts denominated in currencies other than Dollars shall be translated into Dollars at the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Section 5.01(a) or (b), as applicable, for the relevant Test Period and will, with respect to any Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of any Hedge Agreement permitted hereunder in respect of currency exchange risks with respect to the applicable currency in effect on the date of determination for the Dollar Equivalent amount of such Indebtedness. Notwithstanding the foregoing or anything to the contrary herein, to the extent that the Lead Borrower would not be in compliance with Section 6.15 if any Indebtedness denominated in a currency other than Dollars were to be translated into Dollars on the basis of the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Section 5.01(a) or (b), as applicable, for the relevant Test Period, but would be in compliance with Section 6.15 if such Indebtedness that is denominated in a currency other than in Dollars were instead translated into Dollars on the basis of the average relevant currency exchange rates over such Test Period (taking into account the currency effects of any Hedge Agreement permitted hereunder and entered into with respect to the currency exchange risks relating to such Indebtedness), then, solely for purposes of compliance with Section 6.15, the Fixed Charge Coverage Ratio as of the last day of such Test Period shall be calculated on the basis of such average relevant currency exchange rates.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower's consent to appropriately reflect a change in currency of any country and any relevant market convention or practice relating to such change in currency.

Section 1.10 Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Revolving Loans with Incremental Revolving Loans, Revolving Loans in connection with any Replacement Revolving Facility, or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in Canadian Dollars", "in immediately available funds", "in Cash" or any other similar requirement.

Section 1.11 Certain Calculations and Tests.

(a) Notwithstanding anything to the contrary herein, to the extent that the terms of this Agreement require (i) compliance with any financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test, any Fixed Charge Coverage Ratio test or any Payment Conditions test) and/or the amount of Consolidated Adjusted EBITDA or any cap expressed as a percentage of Consolidated Total Assets or (ii) the absence of a Default or Event of Default (or any type of Default or Event of Default) as a condition to (A) the consummation of any transaction in connection with any acquisition or similar Investment, (B) the making of any Restricted Payment, and/or (C) the making of any Restricted Debt Payment (including in each case of clauses (A), (B) and (C), the related assumption or incurrence of Indebtedness) (such action pursuant to clauses (A), (B) or (C), a "**Limited Condition Transaction**"), the determination of whether the relevant condition is satisfied may be made, at the election of the Borrower (a "**LCT Election**"), (1) in the case of any acquisition or similar Investment or related incurrence or assumption of Indebtedness, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time

of), either (x) the execution of the definitive agreement with respect to such acquisition or Investment or incurrence or assumption of Indebtedness or (y) the consummation of such acquisition or Investment, or incurrence or assumption of Indebtedness, (2) in the case of any Restricted Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) the declaration of such Restricted Payment or (y) the making of such Restricted Payment and (3) in the case of any Restricted Debt Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of irrevocable (which may be conditional) notice with respect to such Restricted Debt Payment or (y) the making of such Restricted Debt Payment (the applicable date pursuant to clause (1), (2) or (3), as applicable, the "**LCT Test Date**"), in each case, after giving effect to the relevant acquisition, Indebtedness, Restricted Payment and/or Restricted Debt Payment on a Pro Forma Basis. If the Borrower has made a LCT Election for any Limited Condition Transaction, then in connection with any subsequent determination of compliance with any financial ratio or test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets with respect to the incurrence of Indebtedness or Liens, or the making of Restricted Payments or Restricted Debt Payments on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, compliance with any such financial ratio or test and/or amount of Consolidated Adjusted EBITDA or Consolidated Total Assets shall be tested by calculating the availability under such financial ratio or test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets, as applicable, on a pro forma basis assuming such Limited Condition Transaction and any other transactions in connection therewith have been consummated (including any incurrence of Indebtedness and the use of proceeds thereof).

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, Section 6.15, any Senior Secured Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets), such financial ratio or test shall be calculated at the time such action is taken (subject to clause (a) above), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(c) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Senior Leverage Ratio test and/or any Total Leverage Ratio test and/or any Fixed Charge Coverage Ratio test) (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including, without limitation, any Senior Secured Leverage Ratio test, any Senior Leverage Ratio test and/or any Total Leverage Ratio test) (any such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence-Based Amounts, however, for the avoidance of doubt, substantially concurrent incurrence of Indebtedness and Liens in reliance upon Fixed Amounts shall not be disregarded for purposes of testing compliance with the Total Leverage Ratio or the Fixed Charge Coverage Ratio under Section 6.04 and Section 6.06.

Section 1.12 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up for five).

Section 1.13 Alternate Currencies.

(a) The Lead Borrower may from time to time request that Revolving Loans and/or Letters of Credit be issued in a currency other than Euros, Sterling, Canadian Dollars or Dollars; provided that the requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars. In the case of any such request with respect to the making of Revolving Loans, such request shall be subject to the approval of the Administrative Agent and the Lenders, and, in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent, the Lenders and the applicable Issuing Bank. The approval of any Alternate Currency may be accompanied by changes to the timing of the delivery of Borrowing Requests, Interest Election Requests and Letter of Credit Request in respect to credit extensions in such Alternate Currency.

(b) Any such request shall be made to the Administrative Agent not later than 1:00 p.m. 10 Business Days prior to the date of the desired Credit Extension (or such other time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the relevant Issuing Bank in its sole discretion). In the case of any such request pertaining to Revolving Loans, the Administrative Agent shall promptly notify each Lender thereof and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the relevant Issuing Bank. Each such Lender (in the case of any such request pertaining to Revolving Loans) or the relevant Issuing Bank (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 1:00 p.m., five Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Revolving Loans or the issuance of Letters of Credit in the requested currency.

(c) Any failure by any Lender or the relevant Issuing Bank, as the case may be, to respond to such request within the time period specified in the preceding paragraph (b) shall be deemed to be a refusal by such Lender or Issuing Bank, as the case may be, to permit Revolving Loans to be made or Letters of Credit to be issued in the requested currency. If the Administrative Agent and each Lender that would be obligated to make Credit Extensions denominated in the requested currency consent to making Revolving Loans in the requested currency, the Administrative Agent shall so notify the Lead Borrower and such currency shall thereupon be deemed for all purposes to be an Alternate Currency hereunder for purposes of any Borrowing of Revolving Loans; and if the Administrative Agent and the relevant Issuing Bank consent to the issuance of Letters of Credit in the requested currency, the Administrative Agent shall so notify the Lead Borrower and such currency shall thereupon be deemed for all purposes to be an Alternate Currency hereunder for purposes of the issuance of any Letter of Credit. If the Administrative Agent fails to obtain the requisite consent to any request for an additional currency under this Section 1.12, the Administrative Agent shall promptly so notify the Lead Borrower. Notwithstanding anything to the contrary herein, to the extent that the LIBO Rate and/or the Alternate Base Rate is not applicable to or available with respect to a Revolving Loan to be denominated in an Alternate Currency, the interest rate components applicable to such Alternate Currency shall be separately agreed by the Lead Borrower and the Administrative Agent.

ARTICLE 2

THE CREDITS

Section 2.01 Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender with an Initial US Commitment severally, and not jointly, agrees to make loans in Dollars and/or any other Alternate Currency to the US Borrower at any time and from time to time on and after the Closing Date, and until the earlier of the Initial Revolving Credit Maturity Date and the termination of the Initial US Commitment of such Lender in accordance with the terms hereof, in an aggregate principal amount at any time outstanding that will not result in (i) the Initial US Revolving Credit Exposure exceeding the lesser of (A) the Initial US Commitments and (B) the US Borrowing Base, or (ii) such Lender's Initial US Revolving Credit Exposure exceeding such Lender's Initial US Commitment.

(b) Subject to the terms and conditions set forth herein, each Lender with an Initial Canadian Commitment severally, and not jointly, agrees to make loans in Canadian Dollars, Dollars and/or any other Alternate Currency to the Canadian Borrowers at any time and from time to time on and after the Canadian Borrowing Base Effective Date, and until the earlier of the Initial Revolving Credit Maturity Date and the termination of the Initial Canadian Commitment of such Lender in accordance with the terms hereof, in an aggregate principal amount at any time outstanding that will not result in (i) the Initial Canadian Revolving Credit Exposure exceeding the lesser of (A) the Initial Canadian Commitments and (B) the Canadian Borrowing Base, or (ii) such Lender's Initial Canadian Revolving Credit Exposure exceeding such Lender's Initial Canadian Commitment.

(c) Subject to the terms and conditions set forth herein, each Lender with an Initial European Commitment severally, and not jointly, agrees to make loans in Euros, Sterling, Dollars and/or any other Alternate Currency to the European Borrowers at any time and from time to time on and after the European Borrowing Base Effective Date, and until the earlier of the Initial Revolving Credit Maturity Date and the termination of the Initial European Commitment of such Lender in accordance with the terms hereof, in an aggregate principal amount at any time outstanding that will not result in (i) the Initial European Revolving Credit Exposure exceeding the lesser of (A) the Initial European Commitments and (B) the European Borrowing Base, or (ii) such Lender's Initial European Revolving Credit Exposure exceeding such Lender's Initial European Commitment.

(d) Subject to the terms and conditions of this Agreement and any applicable Extension Amendment or Incremental Facility Agreement, each Lender and each Additional Revolving Lender with any Additional Revolving Commitment for a given Class severally, and not jointly, agrees to make Additional Revolving Loans of such Class to the Borrower, which Revolving Loans shall not exceed for any such Lender or Additional Revolving Lender at the time of any incurrence thereof, the Additional Revolving Commitment of each Class of Lender.

Section 2.02 Loans and Borrowings.

(a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans of the same Class and Type made by the relevant Lenders ratably in accordance with their respective Commitments of the applicable Class.

(b) Subject to Section 2.01 and Section 2.14, each Borrowing shall be comprised entirely of (i) in the case of Revolving Loans denominated in Dollars, ABR Revolving Loans or LIBO Rate Revolving Loans, (ii) in the case of Revolving Loans denominated in Canadian Dollars, Canadian Prime Rate Revolving Loans or CDOR Revolving Loans and (iii) in the case of Revolving Loans denominated in any other currency as the applicable Borrower may request in accordance herewith. Each Lender at its option may make any LIBO Rate Revolving Loan or CDOR Revolving Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Revolving Loan; provided that (i)

any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Revolving Loan in accordance with the terms of this Agreement, (ii) such LIBO Rate Revolving Loan or CDOR Revolving Loan shall be deemed to have been made and held by such Lender, and the obligation of the applicable Borrower to repay such LIBO Rate Loan or CDOR Revolving Loan shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the applicable Borrower resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided further that any such domestic or foreign branch or Affiliate of such Lender shall not be entitled to any greater indemnification underSection 2.17 with respect to such LIBO Rate Loan or CDOR Revolving Loan than that to which the applicable Lender was entitled on the date on which such Revolving Loan was made (except in connection with any indemnification entitlement arising as a result of a Change in Law after the date on which such Revolving Loan was made).

(c) At the commencement of each Interest Period for any Borrowing of LIBO Rate Revolving Loans, such Borrowing shall comprise an aggregate principal amount that is an integral multiple of $100,000 (or, in the case of any LIBO Rate Borrowing denominated in Euros, Sterling or the equivalent of $100,000 denominated in such currency) and not less than $1,000,000 (or, in the case of any Adjusted LIBO Rate Borrowing denominated in any Alternate Currency, the equivalent of $1,000,000 denominated in such currency). Each ABR Revolving Loan When made shall be in a minimum principal amount of $100,000; provided that an ABR may be made in a lesser aggregate amount that is (x) equal to the entire aggregate unused Commitments of the relevant Class or (y) required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). At the commencement of each Interest Period for any Borrowing of CDOR Revolving Loans, such CDOR Revolving Loan shall comprise an aggregate principal amount that is an integral multiple of C$100,000 and not less than C$500,000. Each Canadian Prime Rate Revolving Loan when made shall be in a minimum principal amount of C$100,000; provided that a Canadian Prime Rate Revolving Loan may be made in a lesser aggregate amount that is (x) equal to the entire aggregate unused balance of the relevant Commitment or (y) required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 different Interest Periods in effect for LIBO Rate Borrowings and CDOR Revolving Loans, respectively, at any time outstanding (or such greater number of different Interest Periods as the Administrative Agent may agree from time to time).

(d) Notwithstanding any other provision of this Agreement, no Borrower shall, nor shall it be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date applicable to the relevant Revolving Loan.

Section 2.03 Requests for Borrowings. Each Borrowing, each conversion from one Type to the other, and each continuation of LIBO Rate Revolving Loans or CDOR Revolving Loans shall be made upon irrevocable notice by the applicable Borrower (or the Lead Borrower on behalf of the relevant Borrower) to the Administrative Agent. Each such notice must be in writing or by telephone (and promptly confirmed in writing) and must be received by the Administrative Agent not later than 1:00 p.m. (i) three Business Days prior to the requested day of any Borrowing, conversion or continuation of LIBO Rate Revolving Loans or CDOR Revolving Loans denominated in Dollars (or one Business Day in the case of any Borrowing of LIBO Rate Loans denominated in Dollars to be made on the Closing Date), (ii) four Business Days prior to the requested day of any Borrowing, conversion or continuation of LIBO Rate Revolving Loans or CDOR Revolving Loans denominated in a currency other than Dollars (or one

Business Day in the case of any Borrowing of LIBO Rate Loans denominated in a currency other than Dollars to be made on the Closing Date) or (iii) on the requested date of any Borrowing of ABR Revolving Loans or Canadian Prime Rate Revolving Loans (or, in each case, such later time as shall be acceptable to the Administrative Agent); provided, however, that if the Borrower wishes to request LIBO Rate Revolving Loans or CDOR Revolving Loans having an Interest Period of other than one, two, three or six months in duration as provided in the definition of "Interest Period," (A) the applicable notice from the applicable Borrower (or the Lead Borrower on its behalf) must be received by the Administrative Agent not later than 12:00 p.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the relevant Lenders of such request and determine whether the requested Interest Period is available to by all the relevant Lenders. Each written notice (or confirmation of telephonic notice) with respect to a Borrowing by the applicable Borrower pursuant to this Section 2.03 shall be delivered to the Administrative Agent in the form of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of such Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(a) the identity of the Borrower;

(b) the Class of such Borrowing;

(c) the aggregate amount of the requested Borrowing;

(d) the currency of such Borrowing;

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

(f) whether such Borrowing is to be an ABR Borrowing, a LIBO Rate Borrowing, a Canadian Prime Rate Borrowing or a CDOR Borrowing;

(g) in the case of a LIBO Rate Borrowing or CDOR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(h) the location and number of the applicable Borrower's account or any other designated account(s) to which funds are to be disbursed (the "**Funding Account**").

If, with respect to Revolving Loans denominated in Canadian Dollars, no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Canadian Prime Rate Borrowing. If, with respect to Revolving Loans denominated in Dollars, no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. Revolving Loans denominated in Euros, Sterling or any Alternate Currency shall be LIBO Rate Borrowings. If no Interest Period is specified with respect to any requested LIBO Rate Borrowing or CDOR Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration. The Administrative Agent shall advise each Lender of the details thereof and of the amount of the Revolving Loan to be made as part of the requested Borrowing (x) in the case of any ABR Borrowing or Canadian Prime Rate Borrowing, on the same Business Day of receipt of a Borrowing Request in accordance with this Section 2.03 or (y) in the case of any LIBO Rate Borrowing or CDOR Borrowing, no later than one Business Day following receipt of a Borrowing Request in accordance with this Section 2.03. No Revolving Loan may be converted into or continued as a Revolving Loan denominated in a different currency, but instead must be prepaid in the currency in which such Revolving Loan was originally denominated and re-borrowed in the relevant other currency.

Section 2.04 Overadvances.

(a) Notwithstanding anything to the contrary in this Agreement, if the sum of the Initial US Revolving Credit Exposure to the US Borrower exceeds the US Borrowing Base, at the request of the Lead Borrower, the Administrative Agent may in its sole discretion (but without any obligation to do so), make Revolving Loans to the US Borrower, on behalf of the relevant Lenders (any such Revolving Loan, a "**US Overadvance**"); provided that, no US Overadvance shall result in a Default or Event of Default for as long as such US Overadvance remains outstanding in accordance with the terms of this paragraph. US Overadvances shall be denominated in Dollars shall be ABR Borrowings. The authority of the Administrative Agent to make US Overadvances is limited to an aggregate amount not to exceed, when taken together with any US Protective Advances 10% of the US Borrowing Base in effect at such time. Each US Overadvance shall mature and be due on the earliest of (i) the Initial Revolving Credit Maturity Date, (ii) written demand by the Administrative Agent and (iii) 30 days after the date on which such US Overadvance is made; it being understood and agreed that no US Overadvance shall cause the Initial US Revolving Credit Exposure of any Initial US Revolving Lender to exceed such Initial US Revolving Lender's Initial US Commitment.

(b) Notwithstanding anything to the contrary in this Agreement, if the sum of the Initial Canadian Revolving Credit Exposure to the Canadian Borrowers exceeds the Canadian Borrowing Base, at the request of the Lead Borrower, the Administrative Agent may in its sole discretion (but without any obligation to do so), make Revolving Loans to the Canadian Borrowers, on behalf of the relevant Lenders (any such Revolving Loan, a "**Canadian Overadvance**"); provided that, no Canadian Overadvance shall result in a Default or Event of Default for as long as such Canadian Overadvance remains outstanding in accordance with the terms of this paragraph. Canadian Overadvances shall be denominated in Dollars or Canadian Dollars. Any Canadian Overadvance denominated in Dollars shall be an ABR Borrowing. Any Canadian Overadvance denominated in Canadian Dollars shall be an Canadian Prime Rate Borrowing. The authority of the Administrative Agent to make Canadian Overadvances is limited to an aggregate amount not to exceed, when taken together with any Canadian Protective Advances 10% of the Canadian Borrowing Base in effect at such time. Each Canadian Overadvance shall mature and be due on the earliest of (i) the Initial Revolving Credit Maturity Date, (ii) written demand by the Administrative Agent and (iii) 30 days after the date on which such Canadian Overadvance is made; it being understood and agreed that no Canadian Overadvance shall cause the Initial Canadian Revolving Credit Exposure of any Initial Canadian Revolving Lender to exceed such Initial Canadian Revolving Lender's Initial Canadian Commitment.

(c) Notwithstanding anything to the contrary in this Agreement, if the sum of the Initial European Revolving Credit Exposure to the European Borrowers exceeds the European Borrowing Base, at the request of the Lead Borrower, the Administrative Agent may in its sole discretion (but without any obligation to do so), make Revolving Loans to the European Borrowers, on behalf of the relevant Lenders (any such Revolving Loan, a "**European Overadvance**"); provided that, no European Overadvance shall result in a Default or Event of Default for as long as such European Overadvance remains outstanding in accordance with the terms of this paragraph. European Overadvances shall be denominated in Dollars, Euros or Sterling. Any European Overadvance denominated in Dollars shall be an ABR Borrowing. Any European Overadvance denominated in Euros or Sterling shall be an LIBO Rate Borrowing. The authority of the Administrative Agent to make European Overadvances is limited to an aggregate amount not to exceed, when taken together with any European Protective Advances 10% of the European Borrowing Base in effect at such time. Each European Overadvance shall mature and be due on the earliest of (i) the Initial Revolving Credit Maturity Date, (ii) written demand by the Administrative Agent and (iii) 30 days after the date on which such European Overadvance is made; it being understood and agreed that no European Overadvance shall cause the Initial European Revolving Credit Exposure of any Initial European Revolving Lender to exceed such Initial European Revolving Lender's Initial European Commitment.

(d) Upon the making of any Overadvance, each relevant Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent without recourse or warranty, an undivided interest and participation in the relevant US Overadvance, Canadian Overadvance or European Overadvance, as applicable, in proportion to its Applicable Percentage and, upon demand by the Administrative Agent, shall fund such participation to the Administrative Agent.

(e) Each US Overadvance shall be secured by the Lien on the US Collateral in favor of the Administrative Agent and shall constitute a US Obligation hereunder. Each Canadian Overadvance shall be secured by the Lien on the Canadian Collateral in favor of the Administrative Agent and shall constitute a Canadian Obligation. Each European Overadvance shall be secured by the Lien on the European Collateral in favor of the Administrative Agent and shall constitute a European Obligation hereunder. The making of an Overadvance on any one occasion shall not obligate the Administrative Agent to make any Overadvance on any other occasion.

Section 2.05 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein,

(i) in each case in reliance upon the agreements of the other Lenders set forth in this Section 2.05,

(A) each Issuing Bank with an Initial US Commitment from time to time on any Business Day during the period from the Closing Date to the fifth Business Day prior to the Initial Revolving Credit Maturity Date, upon the request of the US Borrower agrees, to issue Letters of Credit issued for the account of the US Borrower (or any Restricted Subsidiary; provided that, other than with respect to the Existing Letters of Credit, the US Borrower will be the applicant) (such Letters of Credit, the "**US Letters of Credit**"), to amend or renew US Letters of Credit previously issued by it, in accordance with Section 2.05(b) and to honor drafts under the US Letters of Credit,

(B) each Issuing Bank with an Initial Canadian Commitment from time to time on any Business Day during the period from the Closing Date to the fifth Business Day prior to the Initial Revolving Credit Maturity Date, upon the request of the Canadian Borrower agrees, to issue Letters of Credit issued for the account of the Canadian Borrower (or any Restricted Subsidiary; provided that the Canadian Borrower will be the applicant) (such Letters of Credit, the "**Canadian Letters of Credit**"), to amend or renew Canadian Letters of Credit previously issued by it, in accordance with Section 2.05(b) and to honor drafts under the Canadian Letters of Credit,

(C) each Issuing Bank with an Initial European Commitment from time to time on any Business Day during the period from the Closing Date to the fifth Business Day prior to the Initial Revolving Credit Maturity Date, upon the request of the European Borrower agrees, to issue Letters of Credit issued for the account of the European Borrower (or any Restricted Subsidiary; provided that the European Borrower will be the applicant) (such Letters of Credit, the "**European Letters of Credit**"), to amend or renew European Letters of Credit previously issued by it, in accordance with Section 2.05(b) and to honor drafts under the European Letters of Credit, and

(ii) the Lenders severally agree to participate in the applicable Letters of Credit issued pursuant to Section 2.05(d).

On and after the Closing Date, each Existing Letter of Credit shall be deemed to be a US Letter of Credit issued hereunder for all purposes under this Agreement and the other Loan Documents; provided that it is understood and agreed that no Existing Letter of Credit issued by Credit Suisse will be renewed beyond the applicable maturity date as in effect on the Closing Date.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit, the applicable Borrower shall deliver to the applicable Issuing Bank and the Administrative Agent, at least three Business Days in advance of the requested date of issuance (or such shorter period as is acceptable to the applicable Issuing Bank or, in the case of any issuance to be made on the Closing Date, one Business Day prior to the Closing Date), a request to issue a Letter of Credit, which shall specify that it is being issued under this Agreement, in the form of Exhibit B-2 attached hereto (the "**Letter of Credit Request**"). To request an amendment, extension or renewal of an outstanding Letter of Credit, (other than any automatic extension of a Letter of Credit permitted under Section 2.05(c)) the applicable Borrower shall submit such a request to the applicable Issuing Bank (with a copy to the Administrative Agent) at least three Business Days in advance of the requested date of amendment, extension or renewal (or such shorter period as is acceptable to the applicable Issuing Bank), identifying the Letter of Credit to be amended, extended or renewed, and specifying the proposed date (which shall be a Business Day) and other details of the amendment, extension or renewal. Requests for the issuance, amendment, extension or renewal of any Letter of Credit must be accompanied by such other information as shall be reasonably requested by the applicable Issuing Bank to issue, amend, extend or renew such Letter of Credit. If requested by the applicable Issuing Bank, the applicable Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. No Letter of Credit, letter of credit application or other document entered into by any Borrower with the applicable Issuing Bank relating to any Letter of Credit shall contain any representations or warranties, covenants or events of default not set forth in this Agreement (and to the extent inconsistent herewith shall be rendered null and void), and all representations and warranties, covenants and events of default set forth therein shall contain standards, qualifications, thresholds and exceptions for materiality or otherwise consistent with those set forth in this Agreement (and, to the extent inconsistent herewith, shall be deemed to automatically incorporate the applicable standards, qualifications, thresholds and exceptions set forth herein without action by any Person). A Letter of Credit may be issued, amended, extended or renewed only if (and on the issuance, amendment, extension or renewal of each Letter of Credit the applicable Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, extension, or renewal, (i) in the case of a US Letter of Credit, the US LC Exposure does not exceed the US Letter of Credit Sublimit, (ii) in the case of a Canadian Letter of Credit, the Canadian LC Exposure does not exceed the Canadian Letter of Credit Sublimit, (iii) in the case of a European Letter of Credit, the European LC Exposure does not exceed the European Letter of Credit Sublimit and (iv) the sum of (x) the aggregate outstanding principal amount of all Revolving Loans *plus* (y) the aggregate amount of all LC Obligations would not exceed the Aggregate Commitment. Promptly after the delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable Issuing Bank will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Expiration Date. No Letter of Credit shall expire later than the earlier of (A) the date that is one year after the date of the issuance of such Letter of Credit and (B) the date that is five Business Days prior to the Initial Revolving Credit Maturity Date; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration (none of which, in any event, shall extend beyond the date referred to in the preceding clause (B) unless 100% of the then-available face amount thereof is Cash collateralized or backstopped on or before the date that such Letter of Credit is extended beyond the date referred to in clause (B) above pursuant to arrangements reasonably satisfactory to the relevant Issuing Bank);provided, further, that each Revolving Lender's participation in any undrawn Letter of Credit that is outstanding on the Initial Revolving Credit Maturity Date will terminate on the Initial Revolving Credit Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the applicable Class of Lenders, the applicable Issuing Bank hereby grants to each Lender of the applicable Class, and each such Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (e) of this Section 2.05, or of any reimbursement payment required to be refunded to the applicable Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or Event of Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement.

(i) If the applicable Issuing Bank makes any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 1:00 p.m. on the Business Day immediately following the date on which the applicable Borrower receives notice under paragraph (g) of this Section 2.05 of such LC Disbursement (or, if such notice is received less than two hours prior to the deadline for requesting ABR Borrowings pursuant to Section 2.03, on the second Business Day immediately following the date on which the Borrower receives such notice); provided that the applicable Borrower may, without satisfying the conditions to borrowing set forth herein, request in accordance withSection 2.03 that such payment be financed with (x) in the case of any Letter of Credit denominated in Dollars, an ABR Borrowing, (y) in the case of any Letter of Credit denominated in Canadian Dollars, a Canadian Prime Rate Borrowing, (z) in the case of any Letter of Credit denominated in Euros or Sterling or an Alternate Currency, a LIBO Rate Borrowing (clauses (x), (y) and (z), an "**LC Reimbursement Loan**") in an equivalent amount and, to the extent so financed, the applicable Borrower's obligation to make such payment shall be discharged and replaced by the resulting Revolving Loan. If the applicable Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender in the relevant Class of the applicable LC Disbursement, the payment then due from the applicable Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender in the relevant Class shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the applicable Borrower, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Lender (and Section 2.07 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall

promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the applicable Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders in any relevant Class have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear.

(ii) If any Lender fails to make available to the Administrative Agent for the account of the applicable Issuing Bank any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(e) by the time specified therein, such Issuing Bank shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing Bank at a rate per annum equal to the greater of the Federal Funds Effective Rate (or (A) in the case of any Letter of Credit denominated in Canadian Dollars, the Canadian Prime Rate, (B) in the case of any Letter of Credit denominated in Euros or Sterling, the LIBO Rate and (C) in the case of any Letter of Credit denominated in any Alternate Currency, the Administrative Agent's customary rate for interbank advances in the Alternate Currency in which such Letter of Credit is denominated) from time to time in effect and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A certificate of the applicable Issuing Bank submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (ii) shall be conclusive absent manifest error.

(f) Obligations Absolute. The applicable Borrower's obligation to reimburse LC Disbursements as provided inparagraph (e) of this Section 2.05 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under any Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under any Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.05, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of such Issuing Bank; provided that the foregoing shall not be construed to excuse such Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by any Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence, bad faith or willful misconduct on the part of applicable Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable

Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the applicable Borrower by telephone (promptly confirmed in writing) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that no failure to give or delay in giving such notice shall relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank makes any LC Disbursement, then, unless the applicable Borrower reimburses such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the applicable Borrower reimburses such LC Disbursement, at the rate per annum then applicable to (a) in the case of Letters of Credit denominated in Dollars, Revolving Loans that are ABR Revolving Loans of the applicable Class, (b) in the case of Letters of Credit denominated in Canadian Dollars, Revolving Loans that are Canadian Prime Rate Revolving Loans of the applicable Class and (c) in the case of Letters of Credit denominated in Euros, Sterling or any Alternate Currency, Revolving Loans denominated in such currency that are LIBO Rate Revolving Loans of the applicable Class; provided that if the applicable Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section 2.05, then Section 2.13(e) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section 2.05 to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment and shall be payable on the date on which the applicable Borrower is required to reimburse the applicable LC Disbursement in full (and, thereafter, on demand).

(i) Replacement or Resignation of an Issuing Bank or Addition of New Issuing Banks.

(i) Any Issuing Bank may be replaced with the consent of the Administrative Agent (not to be unreasonably withheld or delayed) at any time by written agreement among the Borrowers, the Administrative Agent and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement becomes effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b)(ii). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "**Issuing Bank**" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of any Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. Any Borrower may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed) and the relevant Lender, designate one or more additional Lenders to act as an issuing bank under the terms of this Agreement. Any Lender designated as an issuing bank pursuant to this paragraph (i) who agrees in writing to such

designation shall be deemed to be an "Issuing Bank" (in addition to being a Lender) in respect of Letters of Credit issued or to be issued by such Lender, and, with respect to such Letters of Credit, such term shall thereafter apply to the other Issuing Bank and such Lender.

(ii) Notwithstanding anything to the contrary contained herein, each Issuing Bank may, upon ten days' prior written notice to the Lead Borrower, each other Issuing Bank and the Lenders, resign as Issuing Bank, which resignation shall be effective as of the date referenced in such notice (but in no event less than ten days after the delivery of such written notice); it being understood that in the event of any such resignation, any Letter of Credit then outstanding shall remain outstanding (irrespective of whether any amounts have been drawn at such time). In the event of any such resignation as an Issuing Bank, the Lead Borrower shall be entitled to appoint any Lender that accepts such appointment in writing as successor Issuing Bank. Upon the acceptance of any appointment as Issuing Bank hereunder, the successor Issuing Bank shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Issuing Bank, and the retiring Issuing Bank shall be discharged from its duties and obligations in such capacity hereunder.

(j) Cash Collateralization.

(i) If any Event of Default exists, then on the Business Day that the Borrowers receive notice from the Administrative Agent at the direction of the Required Lenders demanding the deposit of Cash collateral pursuant to this paragraph (j),

(A) the US Borrower shall deposit, in an interest bearing account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders of the applicable Class (the "**US LC Collateral Account**"), an amount in Cash equal to 101% of the US LC Exposure as of such date (*minus* the amount then on deposit in the US LC Collateral Account),

(B) the applicable Canadian Borrower shall deposit, in an interest bearing account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders of the applicable Class (the "**Canadian LC Collateral Account**"), an amount in Cash equal to 101% of the Canadian LC Exposure as of such date (*minus* the amount then on deposit in the Canadian LC Collateral Account), and

(C) the applicable European Borrower shall deposit, in an interest bearing account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders of the applicable Class (the "**European LC Collateral Account**"), an amount in Cash equal to 102.5% (or, for any European Letter of Credit denominated in a currency other than Dollars, 103%) of the European LC Exposure as of such date (*minus* the amount then on deposit in the European LC Collateral Account),

provided that the obligation to deposit such Cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the applicable Borrower described in Section 7.01(f) or (g).

(ii) Any such deposit under clause (i) above shall be held by the Administrative Agent as collateral for the payment and performance of the applicable Obligations of the relevant Borrower in accordance with the provisions of this paragraph (j). The Administrative Agent shall have exclusive dominion and control, including the exclusive right of

withdrawal, over such account, and the Borrowers hereby grant the Administrative Agent, for the benefit of the Secured Parties, a First Priority security interest in the applicable LC Collateral Account. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Revolving Loans has been accelerated (but subject to the consent of the Required Lenders) be applied to satisfy other Secured Obligations. If any Borrower is required to provide an amount of Cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (together with all interest and other earnings with respect thereto, to the extent not applied as aforesaid) shall be returned to the applicable Borrower promptly but in no event later than three Business Days after such Event of Default has been cured or waived.

Section 2.06 Protective Advances.

(a) Subject to the limitations set forth below (and notwithstanding anything to the contrary in Section 4.02), the Administrative Agent is authorized by each Borrower and each Lender from time to time in its sole discretion (but without any obligation to do so) to make Initial US Revolving Loans (any such Initial US Revolving Loan made pursuant to this Section 2.06(a), a "**US Protective Advance**"), Initial Canadian Revolving Loans (any such Initial Canadian Revolving Loan made pursuant to this Section 2.06(a), a "**Canadian Protective Advance**") and Initial European Revolving Loans (any such Initial European Revolving Loan made pursuant to this Section 2.06(a), a "**European Protective Advance**" and, together with any US Protective Advance and Canadian Protective Advance, collectively, the "**Protective Advances**") to any applicable Borrower on behalf of the Lenders of the relevant Class at any time that any condition precedent set forth in Section 4.02 has not been satisfied or waived, which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the relevant Collateral or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the relevant Revolving Loans and other relevant Secured Obligations or (iii) to pay any other amount chargeable to or required to be paid by the relevant Borrower or any other Loan Party pursuant to the terms of this Agreement or any other Loan Document, including any payment of any reimbursable expense (including any expense described in Section 9.03) and any other amount that, in each case is then due and payable under any Loan Document and not the subject of a good faith dispute by the relevant Loan Party. All Protective Advances denominated in Dollars shall be ABR Borrowings, all Protective Advances denominated in Canadian Dollars shall be CDOR Rate Borrowings and all Protective Advances denominated in Euros or Sterling shall be LIBO Rate Borrowings. No Protective Advance may be made if, after giving effect thereto, the aggregate amount of outstanding Protective Advances and Overadvances would exceed 10% of the greater of (A) the Commitments and (B) the Borrowing Base.

(b) Each Protective Advance shall be secured by the Lien on the applicable Collateral in favor of the Administrative Agent and shall constitute a US Obligation, Canadian Obligation or European Obligation, as applicable, hereunder. Each Protective Advance shall be repaid by the applicable Borrower upon the earliest of (i) demand by the Administrative Agent, (ii) the next succeeding Maturity Date and (iii) the date that is 30 days after such Protective Advance is made. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. The making of a Protective Advance on any one occasion shall not obligate the Administrative Agent to make any Protective Advance on any other occasion. At any time that the conditions precedent set forth in Section 4.02 have been satisfied or waived, the Administrative Agent may request the Lenders to make an Initial US Revolving Loan, Initial Canadian Revolving Loan or an Initial European Revolving Loan, as applicable, to repay any US Protective Advance, Canadian Protective Advance or European Protective Advance, respectively.

(c) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default or Event of Default), each Lender of the relevant Class shall be deemed, without further action by any party hereto, unconditionally and irrevocably to have purchased from the Administrative Agent without recourse or warranty, an undivided interest and participation in such US Protective Advance, Canadian Protective Advance or European Protective Advance, as applicable, in proportion to its Applicable Percentage, and, upon demand by the Administrative Agent, shall fund such participation to the Administrative Agent.

Section 2.07 Funding of Borrowings.

(a) Each Lender shall make each Revolving Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by (x) 2:00 p.m. New York City time for Revolving Loans denominated in Dollars, (y) 8:00 a.m. New York City time for Revolving Loans denominated in Euros, Sterling or an Alternate Currency or (z) 11:00 a.m. New York City time for Revolving Loans denominated in Canadian Dollars, in each case, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's respective Applicable Percentage. The Administrative Agent will make such Revolving Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account or as otherwise directed by the applicable Borrower; provided that any Revolving Loan made to finance the reimbursement of any LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) Unless the Administrative Agent has received notice from any Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.07 and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if any Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate (or, (x) with respect to any amount denominated in Canadian Dollars, the Canadian Prime Rate, or (y) with respect to any amount denominated in Euros, Sterling or an Alternate Currency, the rate of interest per annum at which overnight deposits in Euros, on an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by the Administrative Agent in the applicable offshore interbank market for such currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to Revolving Loans comprising such Borrowing at such time. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Revolving Loan included in such Borrowing and the Borrower's obligation to repay the Administrative Agent such corresponding amount pursuant to this Section 2.07(b) shall cease. If the Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder.

Section 2.08 Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a LIBO Rate Borrowing or CDOR Borrowing, shall have the initial Interest Period specified in such Borrowing Request. Thereafter, the applicable Borrower may elect to convert any Borrowing to a Borrowing of a different Type or to continue such Borrowing and, in the case of a LIBO Rate Borrowing or CDOR Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.08; provided that Revolving Loans denominated in Euros, Sterling or any Alternate Currency shall be LIBO Rate Borrowings at all times. The applicable Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders based upon their Applicable Percentages and the Revolving Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section 2.08, the applicable Borrower (or the Lead Borrower on its behalf) shall notify the Administrative Agent of such election either in writing or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the applicable Borrower (or the Lead Borrower on its behalf) were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly in writing to the Administrative Agent of a written Interest Election Request signed by a Responsible Officer of the applicable Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a LIBO Rate Borrowing, a Canadian Prime Rate Borrowing or a CDOR Borrowing; and

(iv) if the resulting Borrowing is a LIBO Rate Borrowing or CDOR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a LIBO Rate Borrowing or CDOR Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a LIBO Rate Borrowing or CDOR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, such Borrowing shall be converted at the end of

such Interest Period to a LIBO Rate Borrowing or CDOR Borrowing, as applicable, with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default exists and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrowers, then, so long as such Event of Default exists (i) no outstanding Borrowing may be converted to or continued as a LIBO Rate Borrowing or CDOR Borrowing and (ii) unless repaid, each LIBO Rate Borrowing and CDOR Borrowing shall be converted to an ABR Borrowing or Canadian Prime Rate Borrower, as applicable, at the end of the then-current Interest Period applicable thereto (except, in either case, that Revolving Loans denominated in Euros, Sterling or any Alternate Currency shall be comprised of LIBO Rate Revolving Loans).

Section 2.09 Termination and Reduction of Commitments.

(a) Unless previously terminated, the Initial Revolving Commitments shall automatically terminate on the Initial Revolving Credit Maturity Date.

(b) Upon delivering the notice required by Section 2.09(d), the Lead Borrower may at any time terminate the Commitments of any Class upon (i) the payment in full in Cash of all outstanding Revolving Loans of such Class, together with accrued and unpaid interest thereon, (ii) the cancellation and return of all outstanding Letters of Credit of such Class (or alternatively, with respect to each outstanding Letter of Credit, the furnishing to the Administrative Agent of a Cash deposit (or, if reasonably satisfactory to the applicable Issuing Bank, a backup standby letter of credit) equal to 100% (or, 102.5%, in the case of any European Letter of Credit) of the relevant LC Exposure (*minus* the amount then on deposit in the US LC Collateral Account, Canadian LC Collateral Account or European LC Collateral Account, as applicable) as of such date) and (iii) the payment in full of all accrued and unpaid fees and all reimbursable expenses and other non-contingent Obligations with respect to the Revolving Facility of such Class then due, together with accrued and unpaid interest (if any) thereon.

(c) Upon delivering the notice required by Section 2.09(d), the Lead Borrower may from time to time reduce the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000 and (ii) the Lead Borrower shall not reduce the Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.10 or Section 2.11, the aggregate Revolving Credit Exposure would exceed the Aggregate Commitment.

(d) The Lead Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) or (c) of this Section 2.09 in writing at least three Business Days prior to the effective date of such termination or reduction (or such later date to which the Administrative Agent may agree), specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the applicable Class of the contents thereof. Each notice delivered by the Lead Borrower pursuant to this Section 2.09 shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Lead Borrower may state that such notice is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by the Lead Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments pursuant to this Section 2.09 shall be permanent. Upon any reduction of the Commitments, the Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount.

Section 2.10 Repayment of Revolving Loans; Evidence of Debt

(a) (i) The US Borrower hereby promises to pay in Dollars or the relevant Alternate Currency to the Administrative Agent for the account of each Initial US Revolving Lender, the then-unpaid principal amount of each Initial US Revolving Loan made by such Initial US Revolving Lender to the US Borrower on the Maturity Date applicable thereto.

(ii) Each Canadian Borrower hereby promises to pay in Canadian Dollars, Dollars or the relevant Alternate Currency to the Administrative Agent for the account of each Initial Canadian Revolving Lender, the then-unpaid principal amount of each Initial Canadian Revolving Loan made by such Initial Canadian Revolving Lender to such Canadian Borrower on the Maturity Date applicable thereto.

(iii) Each European Borrower hereby promises to pay in Euros, Sterling, Dollars or the relevant Alternate Currency to the Administrative Agent for the account of each Initial European Revolving Lender, the then-unpaid principal amount of each Initial European Revolving Loan made by such Initial European Revolving Lender to such European Borrower on the Maturity Date applicable thereto.

Each Revolving Loan shall be repaid in the currency in which it was made.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Revolving Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Revolving Loan made hereunder, the Class and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders or the Issuing Banks and each Lender's and Issuing Banks' share thereof.

(d) The entries made in the accounts maintained pursuant toparagraph (c) or (d) of this Section 2.10 shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the applicable Borrower to repay the Revolving Loans in accordance with the terms of this Agreement; provided, further, that in the event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (d) of this Section 2.10 and any Lender's records, the accounts of the Administrative Agent shall govern.

(e) Any Lender may request that Revolving Loans made by it be evidenced by a Promissory Note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered assigns; it being understood and agreed that such Lender (and/or its applicable assign) shall be required to return such Promissory Note to such Borrower in accordance with Section 9.05(b)(iii) and upon the occurrence of the Termination Date (or as promptly thereafter as practicable).

Section 2.11 Prepayment of Revolving Loans.

(a) Optional Prepayments.

(i) Upon prior notice in accordance with paragraph (a)(iii) of this Section 2.11, the Borrowers shall have the right at any time and from time to time to prepay, in Dollars, Canadian Dollars, Euros, Sterling or the relevant Alternate Currency, as applicable, any Borrowing of Revolving Loans of any Class in whole or in part without premium or penalty (but subject to Section 2.16). Each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages of the Applicable Class of Revolving Loans being prepaid.

(ii) The Lead Borrower shall notify the Administrative Agent by telephone (promptly confirmed in writing) of any prepayment under this Section 2.11(a) (A) in the case of a prepayment of a LIBO Rate Borrowing or CDOR Rate Borrowing, not later than 12:00 p.m. three Business Days before the date of prepayment, or (B) in the case of a prepayment of an ABR Borrowing or Canadian Prime Rate Borrowing, not later than 1:00 p.m. one Business Day before the date of prepayment (or such later date to which the Administrative Agent may agree). Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that a notice of prepayment delivered by the Lead Borrower may state that such notice is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by the Lead Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to any Borrowing, the Administrative Agent shall advise the relevant Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount at least equal to the amount that would be permitted in the case of an advance of a Borrowing of the same Type and Class as provided in Section 2.02(c). Each prepayment of Revolving Loans shall be applied to the Class of Revolving Loans specified in the applicable prepayment notice.

(iii) Subject to Section 5.16(g), during the continuance of a Cash Dominion Period and following delivery by the Administrative Agent of notice to the Lead Borrower, on each Business Day, at or before 1:00 p.m., New York City time, the Administrative Agent shall apply all immediately available funds credited to the Administrative Agent Account or otherwise received by Administrative Agent for application to the Secured Obligations (x) to the extent such funds constitute US Collateral, in accordance with Section 2.18(b)(i) (other than in respect of Secured Hedging Obligations and Banking Services Obligations), (y) to the extent such funds constitute Canadian Collateral, in accordance with Section 2.18(b)(ii) (other than in respect of Secured Hedging Obligations and Banking Services Obligations) and (z) to the extent such funds constitute European Collateral, in accordance with Section 2.18(b)(iii) (other than in respect of Secured Hedging Obligations and Banking Services Obligations).

(b) Mandatory Prepayments.

(i) Except for Protective Advances and Overadvances, on each day (including, on any Revaluation Date (after giving effect to the determination of the Outstanding Amount of each Revolving Loan and the LC Exposure)) on which (A) the Initial US Revolving Credit Exposure exceeds the US Line Cap, the US Borrower shall, within one Business Day following receipt of notice from the Administrative Agent, prepay Initial US Revolving Loans (or, if there are no Initial US Revolving Loans outstanding at the relevant time, Cash collateralize outstanding US Letters of Credit at 101% of the face amount thereof), in an aggregate amount sufficient to reduce the Initial US Revolving Credit Exposure (calculated, for this purpose, as if any US LC Exposure so Cash collateralized is not Initial US Revolving Credit Exposure) such that the Initial US Revolving Credit Exposure does not exceed the US Line Cap, (B) the Initial Canadian Revolving Credit Exposure exceeds the Canadian Line Cap, any Canadian Borrower

shall, within one Business Day following receipt of notice from the Administrative Agent, prepay Initial Canadian Revolving Loans (or, if there are no Initial Canadian Revolving Loans outstanding at such time, Cash collateralize outstanding Canadian Letters of Credit at 101% of the face amount thereof), in an aggregate amount sufficient to reduce the Initial Canadian Revolving Credit Exposure (calculated, for this purpose, as if any Canadian LC Exposure so Cash collateralized is not Initial Canadian Revolving Credit Exposure) such that the Initial Canadian Revolving Credit Exposure does not exceed the Canadian Line Cap, (C) the Initial European Revolving Credit Exposure exceeds the European Line Cap, any European Borrower shall, within one Business Day following receipt of notice from the Administrative Agent, prepay Initial European Revolving Loans (or, if there are no Initial European Revolving Loans outstanding at such time, Cash collateralize outstanding European Letters of Credit at 102.5% (or, for any European Letter of Credit denominated in a currency other than Dollars, 103%) of the face amount thereof), in an aggregate amount sufficient to reduce the Initial European Revolving Credit Exposure (calculated, for this purpose, as if any European LC Exposure so Cash collateralized is not Initial European Revolving Credit Exposure) such that the Initial European Revolving Credit Exposure to the European Borrowers does not exceed the European Line Cap, or (D) the Total Revolving Credit Exposure exceeds the Line Cap, the Lead Borrower shall, within one Business Day following receipt of notice from the Administrative Agent, prepay Revolving Loans (or, if there are no Revolving Loans outstanding at such time, Cash collateralize outstanding Letters of Credit at 101% of the face amount thereof), in an aggregate amount sufficient to reduce the Total Revolving Credit Exposure (calculated, for this purpose, as if any LC Exposure so Cash collateralized is not Initial European Total Revolving Credit Exposure) such that the Total Revolving Credit Exposure does not exceed the Line Cap.

(ii) Prepayments shall be accompanied by accrued interest as required by Section 2.13. All prepayments of Borrowings under this Section 2.11(b) shall be subject to Section 2.16, but shall otherwise be without premium or penalty.

(iii) Notwithstanding anything in this Section 2.11 to the contrary, (x) funds received from or held by any Canadian Loan Party or from the proceeds of Canadian Collateral shall be applied only to the payment of Canadian Obligations and shall not be applied to the payment of US Obligations and (y) funds received from or held by any European Loan Party or from the proceeds of European Collateral shall be applied only to the payment of European Obligations and shall not be applied to the payment of US Obligation.

Section 2.12 Fees.

(a) The Borrowers agree to pay to the Administrative Agent for the account of each Initial Revolving Lender (other than any Defaulting Lender) a commitment fee, which shall accrue at a rate equal to the Commitment Fee Rate per annum on the average daily amount of the unused Initial Commitment of such Initial Revolving Lender during the period from and including the Closing Date to the date on which such Initial Revolving Lender's Initial Commitments terminate. Accrued commitment fees shall be payable in arrears on the last Business Day of each March, June, September and December for the quarterly period then ended (commencing on September 30, 2016) and on the date on which the Initial Commitments terminate.

(b) Subject to Section 2.21, the US Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participation in each US Letter of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to LIBO Rate Revolving Loans on the daily face amount of such Lender's US LC Exposure in respect of such US Letter of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect

of US Letters of Credit), during the period from and including the Closing Date to the later of the date on which such Lender's Initial US Revolving Commitment terminates and the date on which such Lender ceases to have any US LC Exposure in respect of such US Letter of Credit and (ii) to each Issuing Bank, for its own account, a fronting fee, in respect of each US Letter of Credit issued by such Issuing Bank for the period from the date of issuance of such US Letter of Credit to the expiration date of such US Letter of Credit (or if terminated on an earlier date, to the termination date of such US Letter of Credit), computed at a rate equal to the rate agreed by such Issuing Bank and the US Borrower (but in any event not to exceed 0.125% per annum) of the daily face amount of such US Letter of Credit, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any US Letter of Credit or processing of drawings thereunder.

(c) Subject to Section 2.21, the Canadian Borrowers agree to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participation in each Canadian Letter of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to CDOR Revolving Loans on the daily face amount of such Lender's Canadian LC Exposure in respect of such Canadian Letter of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect of Canadian Letters of Credit), during the period from and including the Closing Date to the later of the date on which such Lender's Initial Canadian Revolving Commitment terminates and the date on which such Lender ceases to have any Canadian LC Exposure in respect of such Canadian Letter of Credit and (ii) to each Issuing Bank, for its own account, a fronting fee, in respect of each Canadian Letter of Credit issued by such Issuing Bank for the period from the date of issuance of such Canadian Letter of Credit to the expiration date of such Canadian Letter of Credit (or if terminated on an earlier date, to the termination date of such Canadian Letter of Credit), computed at a rate equal to the rate agreed by such Issuing Bank and the Canadian Borrowers (but in any event not to exceed 0.125% per annum) of the daily face amount of such Canadian Letter of Credit, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Canadian Letter of Credit or processing of drawings thereunder.

(d) Subject to Section 2.21, the European Borrower agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participation in each European Letter of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to LIBO Rate Revolving Loans on the daily face amount of such Lender's European LC Exposure in respect of such European Letter of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect of European Letters of Credit), during the period from and including the Closing Date to the later of the date on which such Lender's Initial European Revolving Commitment terminates and the date on which such Lender ceases to have any European LC Exposure in respect of such European Letter of Credit and (ii) to each Issuing Bank, for its own account, a fronting fee, in respect of each European Letter of Credit issued by such Issuing Bank for the period from the date of issuance of such European Letter of Credit to the expiration date of such European Letter of Credit (or if terminated on an earlier date, to the termination date of such European Letter of Credit), computed at a rate equal to the rate agreed by such Issuing Bank and the European Borrowers (but in any event not to exceed 0.125% per annum) of the daily face amount of such European Letter of Credit, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any European Letter of Credit or processing of drawings thereunder.

(e) Participation fees and fronting fees accrued to, but excluding, the last Business Day of each March, June, September and December shall be payable in arrears for the quarterly period then ended on the last Business Day of such calendar quarter; provided that all such fees shall be payable on the date on which the Initial Commitments terminate, and any such fees accruing after the date on which the Initial Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this Section 2.12 shall be payable within 30 days after receipt of a written demand (accompanied by reasonableback-up documentation) therefor.

(f) The Borrowers agree to pay to the Administrative Agent, for its own account, the fees in the amounts and at the times separately agreed upon by any Borrower and the Administrative Agent in writing.

(g) All fees payable hereunder shall be paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent. Fees paid shall not be refundable under any circumstances except as otherwise provided in the Fee Letter. Fees payable hereunder shall accrue through and including the last day of the month immediately preceding the applicable fee payment date.

(h) Unless otherwise indicated herein, all computations of fees shall be made on the basis of a360-day year and shall be payable for the actual days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of a fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.13 Interest.

(a) The Revolving Loans that are denominated in Dollars and comprise each ABR Borrowing shall bear interest at the Alternate Base Rate*plus* the Applicable Rate.

(b) The Revolving Loans that are denominated in Dollars, Euros, Sterling or any Alternate Currency and comprise each LIBO Rate Borrowing shall bear interest at the LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate.

(c) The Revolving Loans that are denominated in Canadian Dollars and comprise each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate *plus* the Applicable Rate.

(d) The Revolving Loans that are denominated in Canadian Dollars and comprise each CDOR Rate Borrowing shall bear interest at the CDOR Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate.

(e) Notwithstanding the foregoing and subject to Section 2.21, if any principal of or interest on any Revolving Loan, any LC Disbursement or any fee payable by any Borrower hereunder is not, in each case, paid or reimbursed when due, whether at stated maturity, upon acceleration or otherwise, the relevant overdue amount shall bear interest, to the fullest extent permitted by law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Revolving Loan or unreimbursed LC Disbursement, 2.00% *plus* the rate otherwise applicable to such Revolving Loan or LC Disbursement as provided in the preceding paragraphs of this Section 2.13, Section 2.05(h) or in the amendment to this Agreement relating thereto or (ii) in the case of any other amount, 2.00%*plus* the rate applicable to Revolving Loans that are ABR Revolving Loans as provided in paragraph (a) of this Section 2.13; provided that no amount shall accrue pursuant to this Section 2.13(e) on any overdue amount, reimbursement obligation in respect of any LC Disbursement or other amount payable to a Defaulting Lender so long as such Lender is a Defaulting Lender.

(f) Accrued interest on each Revolving Loan shall be payable in arrears on each Interest Payment Date for such Revolving Loan and on the Initial Revolving Credit Maturity Date or upon the termination of the Commitments or any Additional Revolving Commitments, as applicable; provided that (i) interest accrued pursuant to paragraph (d) of this Section 2.13 shall be payable on

demand, (ii) in the event of any repayment or prepayment of any Revolving Loan or Additional Revolving Loan (other than a prepayment of an ABR Revolving Loan prior to the termination of the relevant revolving Commitments), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any LIBO Rate Revolving Loan or CDOR Revolving Loan prior to the end of the current Interest Period therefor, accrued interest on such Revolving Loan or Additional Revolving Loan shall be payable on the effective date of such conversion.

(g) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed for ABR Revolving Loans and Canadian Prime Rate Revolving Loans shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Canadian Prime Rate, CDOR Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Interest shall accrue on each Revolving Loan for the day on which the Revolving Loan is made, and shall not accrue on a Revolving Loan, or any portion thereof, for the day on which the Revolving Loan or such portion is paid; provided that any Revolving Loan that is repaid on the same day on which it is made shall bear interest for one day; provided further that, in the case of any ABR Revolving Loan, interest shall accrue through and including the last day of the month preceding the applicable Interest Payment Date.

Section 2.14 Alternate Rate of Interest. If at least two Business Days prior to the commencement of any Interest Period for a LIBO Rate Borrowing or for a CDOR Rate Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the LIBO Rate or CDOR Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the LIBO Rate or CDOR Loan Rate for such Interest Period, as applicable, will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Revolving Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall promptly give notice thereof to the Lead Borrower and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Lead Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, which the Administrative Agent agrees promptly to do, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a LIBO Rate Borrowing or CDOR Rate Borrowing shall be ineffective and such Borrowing shall be converted to an ABR Borrowing or Canadian Prime Rate Borrowing, as applicable (or, in the case of a pending request for a Borrowing denominated Euros, Sterling or in any Alternate Currency, the Lead Borrower and the Lenders shall establish a mutually acceptable alternative rate) on the last day of the Interest Period applicable thereto, and (ii) if any Borrowing Request requests a LIBO Rate Borrowing or CDOR Rate Borrowing, such Borrowing shall be made as an ABR Borrowing or Canadian Rate Borrowing, as applicable (or, in the case of a pending request for a Borrowing denominated in Euros, Sterling or any Alternate Currency, the Lead Borrower and the Lenders shall establish a mutually acceptable alternative rate).

Section 2.15 Increased Costs.

(a) If any Change in Law:

(i) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the LIBO Rate) or Issuing Bank,

(ii) subjects any Lender or Issuing Bank to any Taxes (other than Indemnified Taxes, Other Taxes and Excluded Taxes) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto, or

(iii) imposes on any Lender or the Issuing Bank or the London interbank market any other condition affecting this Agreement or LIBO Rate Revolving Loans made by any Lender or any Letter of Credit or participation therein,

and the result of any of the foregoing is to increase the cost to the relevant Lender of making or maintaining any LIBO Rate Revolving Loan (or of maintaining its obligation to make any such Revolving Loan) or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or otherwise) in respect of any LIBO Rate Revolving Loan or Letter of Credit in an amount deemed by such Lender or Issuing Bank to be material, then, within 30 days after the Lead Borrower's receipt of the certificate contemplated by paragraph (c) of this Section 2.15, the Lead Borrower will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank, as applicable, for such additional costs incurred or reduction suffered; provided that the applicable Borrower shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) such Lender invokes Section 2.20 or (z) in the case of requests for reimbursement under clause (ii) above resulting from a market disruption, (A) the relevant circumstances are not generally affecting the banking market or (B) the applicable request has not been made by Lenders constituting Required Lenders.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Revolving Loans made by, or participations in Letters of Credit, held by such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (other than due to Taxes) (taking into consideration such Lender's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy), then within 30 days of receipt by the Lead Borrower of the certificate contemplated by paragraph (c) of this Section 2.15 the Lead Borrower will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as applicable, as specified in paragraph (a) or (b) of this Section 2.15 and setting forth in reasonable detail the manner in which such amount or amounts were determined and certifying that such Lender is generally charging such amounts to similarly situated borrowers shall be delivered to the Lead Borrower and shall be conclusive absent manifest error.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section 2.15 shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or Issuing Bank pursuant to this Section 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or Issuing Bank notifies the Lead

Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided further that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16 Break Funding Payments. In the event of (a) the conversion or prepayment of any principal of any LIBO Rate Revolving Loan or CDOR Revolving Loan other than on the last day of an Interest Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any LIBO Rate Revolving Loan or CDOR Revolving Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any LIBO Rate Revolving Loan or CDOR Revolving Loan of any Lender other than on the last day of the Interest Period applicable thereto as a result of a request by the Lead Borrower pursuant to Section 2.19, then, in any such event, the Lead Borrower shall compensate each Lender for the loss, cost and expense incurred by such Lender that is attributable to such event (other than loss of profit). In the case of a LIBO Rate Revolving Loan or CDOR Revolving Loan, the loss, cost or expense of any Lender shall be the amount reasonably determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Revolving Loan had such event not occurred, at the LIBO Rate or CDOR Revolving Loan, as applicable, that would have been applicable to such Revolving Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Revolving Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the applicable currency of a comparable amount and period from other banks in the Eurodollar market or the Canadian market for bankers' acceptances, as applicable; it being understood that such loss, cost or expense shall in any case exclude any interest rate floor and all administrative, processing or similar fees. A certificate of any Lender (i) setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16, the basis therefor and, in reasonable detail, the manner in which such amount or amounts were determined and (ii)certifying that such Lender is generally charging the relevant amounts to similarly situated borrowers shall be delivered to the Lead Borrower and shall be conclusive absent manifest error. The Lead Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

Section 2.17 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction for any Taxes, except as required by applicable Requirements of Law. If any applicable Requirements of Law require the deduction or withholding of any Tax from any such payment, then (i) if such Tax is an Indemnified Tax and/or Other Tax, the amount payable by the applicable Loan Party shall be increased as necessary so that after all required deductions and withholdings have been made (including deductions and withholdings applicable to additional sums payable under this Section 2.17), each Lender or, in the case of any payment made to the Administrative Agent for its own account, the Administrative Agent, receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall be entitled to and shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Each Loan Party shall jointly and severally indemnify the Administrative Agent and each Lender within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes payable or paid by the Administrative Agent or such Lender, as applicable (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) (other than any penalties attributable to the gross negligence, bad faith or willful misconduct of the Administrative Agent or such Lender as determined by a court of competent jurisdiction), and, in each case, any reasonable expenses arising therefrom or with respect thereto; provided that if such Loan Party reasonably believes that such Taxes were not correctly or legally asserted, the Administrative Agent or such Lender, as applicable, will use reasonable efforts to cooperate with such Loan Party to obtain a refund of such Taxes (which shall be repaid to such Loan Party in accordance with Section 2.17(h)) so long as such efforts would not, in the sole determination of the Administrative Agent or such Lender, result in any additional out-of-pocket costs or expenses not reimbursed by such Loan Party or be otherwise materially disadvantageous to the Administrative Agent or such Lender, as applicable. In connection with any request for reimbursement under this Section 2.17(c), the relevant Lender or the Administrative Agent, as applicable, shall deliver a certificate to the Lead Borrower setting forth, in reasonable detail, the basis and calculation of the amount of the relevant payment or liability, which certificate shall be conclusive absent manifest error. Notwithstanding anything to the contrary contained in this Section 2.17(c), the Loan Parties shall not be required to indemnify the Administrative Agent or any Lender pursuant to thisSection 2.17 for any Indemnified Taxes or Other Taxes, to the extent the Administrative Agent or such Lender fails to notify the Lead Borrower of such possible indemnification claim within 180 days after the Administrative Agent or such Lender receives written notice from the applicable taxing authority of the tax assessment giving rise to such indemnification claim. For the avoidance of doubt, this Section 2.17(c) shall not apply to the extent that any Indemnified Taxes or Other Taxes are compensated for by any increased payment underSection 2.17(a), or would have been compensated for by an increased payment underSection 2.17(a), but were not so compensated solely because one of the exclusions set forth in Section 2.17(i) applied.

(d) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes or Other Taxes imposed on or with respect to any payment under any Loan Document that is attributable to such Lender (but only to the extent that no Loan Party has already indemnified the Administrative Agent for such Indemnified Taxes or Other 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 9.05(c) 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 Administrative 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 Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to any Lender under any Loan Document or otherwise payable by the Administrative Agent to any Lender from any other source against any amount due to the Administrative Agent under this clause (d).

(e) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment that is reasonably satisfactory to the Administrative Agent. Where the payment is in connection with a UK Tax Deduction, the relevant form of receipt or return to be delivered by the Loan Party shall be a statement under section 975 of the UK ITA (or other evidence reasonably satisfactory to such Loan Party that the UK Tax Deduction has been made or (as applicable) any appropriate payment paid to HM Revenue & Customs).

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of any withholding Tax with respect to any payments made under any Loan Document shall deliver to the Lead Borrower and the Administrative Agent, at the time or times reasonably requested by the Lead Borrower or the Administrative Agent, such properly completed and executed documentation as the Lead Borrower or the Administrative Agent may reasonably request to permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Lead Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Lead Borrower or the Administrative Agent as will enable the Lead Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.17(f)(ii), (f)(iii)(A), (iii)(B), (iii)(C) and (iii)(E) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) In the case of a Lender advancing a Loan to a UK Borrower:

(1) Subject to Section 2.17(f)(ii)(2) below, a UK Treaty Lender and each Loan Party which makes a payment to which that UK Treaty Lender is entitled under such Loan to a UK Borrower shall co-operate in completing any procedural formalities necessary for that Loan Party to obtain authorization to make that payment without a UK Tax Deduction.

(2) (A) A UK Treaty Lender which becomes a Party on the day on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport Scheme and which wishes that scheme to apply to this Agreement shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Schedule 1.01(a); and (B) a UK Treaty Lender that is not a party to this Agreement on the date on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport Scheme and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the Assignment and Assumption which it executes, or otherwise to the Lead Borrower, the Administrative Agent, or the UK Borrower in writing within fifteen (15) days of it becoming a party to this Agreement, and having done so, such UK Treaty Lender shall be under no obligation pursuant to paragraph (f)(i) or (f)(ii)(1) above.

(3) If a UK Treaty Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with Section 2.17(f)(ii)(2) and a UK Borrower making a payment to that UK Treaty Lender has made a UK Borrower DTTP Filing in respect of that UK Treaty Lender, but (x) that UK Borrower DTTP Filing has been rejected by HM Revenue & Customs or (y) HM Revenue & Customs has not given the UK Borrower authority to make payments to that UK Treaty Lender without a UK Tax Deduction within sixty (60) days of the date of the UK Borrower DTTP Filing, and the relevant UK Borrower has notified that UK Treaty Lender in writing, then, in each

case, that UK Treaty Lender and, in each case, the UK Borrower shall co-operate in completing any additional procedural formalities necessary for the UK Borrower to obtain authorization to make that payment without a UK Tax Deduction.

(4) If a UK Treaty Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with Section 2.17(f)(ii)(2), no UK Borrower shall make a UK Borrower DTTP Filing or file any form relating to the HM Revenue & Customs DT Treaty Passport scheme in respect of that UK Treaty Lender's Commitment or its participation in any loan unless the UK Treaty Lender otherwise agrees.

(5) A UK Borrower shall promptly on making a Borrower DTTP Filing deliver a copy of that UK Borrower DTTP Filing to the relevant UK Treaty Lender.

(iii) Without limiting the generality of the foregoing:

(A) each Lender that is not a Foreign Lender shall deliver to the Lead Borrower 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 Lead Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) each Foreign Lender making a Credit Extension, Overadvance or Protective Advance to the US Borrower shall deliver to the Lead Borrower and the Administrative Agent 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 Lead Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of any Foreign Lender claiming the benefits of an income tax treaty to which the U.S. is a party, two executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty;

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

(3) in the case of any Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-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 Lead 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 or IRS Form W-8BEN-E; or

(4) to the extent any Foreign Lender is not the beneficial owner, two 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 K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such Foreign Lender is a partnership and one or more 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 K-4 on behalf of each such partner;

(C) Each Foreign Lender that is not described in clause (B) above shall deliver to the to the Lead Borrower and the Administrative Agent 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 Lead Borrower or the Administrative Agent), two executed copies of IRS Form W-8 or IRS Form W-8BEN-E, as applicable, certifying that it is not a U.S. person for U.S. federal income tax purposes;

(D) each Foreign Lender shall deliver to the Lead Borrower and the Administrative Agent 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 Lead Borrower or the Administrative Agent), two executed copies of any other form prescribed by applicable Requirements of 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 Requirements of Law to permit the Lead Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(E) if a payment made to any Lender under any Loan Document would be subject to 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 Lead Borrower and the Administrative Agent at the time or times prescribed by applicable Requirements of Law and at such time or times reasonably requested by the Lead Borrower or the Administrative Agent such documentation as is prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Lead Borrower or the Administrative Agent as may be necessary for the Lead Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA, or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f)(ii)(D), FATCA shall include all amendments made after the date hereof.

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 Lead Borrower and the Administrative Agent in writing of its legal inability to do so. Notwithstanding anything to the contrary in this Section 2.17(f), no Lender shall be required to provide any documentation that such Lender is not legally eligible to deliver.

(iv) A UK Non-Bank Lender hereby provides a Tax Confirmation to each UK Borrower by entering into this Agreement, and shall promptly notify the Administrative Agent if there is any change in the position from that set out in the UK Tax Confirmation.

(v) Each Lender which becomes a party to this Agreement after the date of this Agreement (a "**New Lender**") shall, in relation to a UK Borrower, indicate in the Assignment and Assumption that it executes on becoming a party hereto or otherwise to the Lead

Borrower, UK Borrower or Administrative Agent in writing within fifteen (15) days, for the benefit of the Administrative Agent and without liability to any Loan Party, whether it is: (1) a UK Qualifying Lender (other than a UK Treaty Lender), (2) not a UK Qualifying Lender or (3) a UK Treaty Lender. If a New Lender fails to indicate its status in accordance with this Section 2.17(f)(v), then such New Lender shall be treated for the purposes of this Agreement by the Administrative Agent and each Loan Party as if it was not a UK Qualifying Lender until such time as it notifies the Administrative Agent which category applies (and the Administrative Agent upon receipt of such notification, shall inform the Lead Borrower or the UK Borrower). For the avoidance of doubt, an Assignment and Assumption or other transfer of a Loan Document shall not be invalidated by any failure of a Lender to comply with this Section 2.17(f)(v).

(g) On or prior to the date on which the Administrative Agent becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Lead Borrower), the Administrative Agent will deliver to the Lead Borrower either (i) an executed copy of IRS Form W-9, or (ii) (x) with respect to any amounts received on its own account, an executed copy of an applicable IRS Form W-8, and (y) with respect to any amounts received for or on account of any Lender, an executed copy of IRS Form W-8 IMY certifying on Part I, Part II and Part VI thereof that it is a U.S. branch that has agreed to be treated as a U.S. person for U.S. federal tax purposes with respect to payments received by it from the Lead Borrower in its capacity as Administrative Agent, as applicable. The Administrative Agent shall promptly notify the Lead Borrower at any time it determines that it is no longer in a position to provide the certification described in the prior sentence.

(h) If the Administrative Agent or any Lender determines, in its sole discretion, that it (or any member of its group) has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund), and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that such Loan Party, upon the request of the Administrative Agent or such Lender agrees to repay the amount paid over to such Loan Party (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event shall the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (h) to the extent that the payment thereof would place the Administrative Agent or such Lender in a less favorable net after-Tax position than the position that the Administrative Agent or such Lender would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.17 shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the relevant Loan Party or any other Person.

(i) With respect to any Lender advancing a loan to a UK Borrower, a payment by a Loan Party in respect of an amount due from a UK Borrower shall not be increased under Section 2.17 (a) above by reason of a UK Tax Deduction, if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a UK Tax Deduction if the Lender had been a UK Qualifying Lender, but on that date that Lender is not or has ceased to be a UK Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority;

(ii) the relevant Lender is a UK Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of UK Qualifying Lender and (A) an officer of HM Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 931 of the UK ITA which relates to the payment and that Lender has received from the Loan Party making the payment a certified copy of that Direction, and (B) the payment could have been made to the Lender without any UK Tax Deduction if that Direction had not been made;

(iii) the relevant Lender is a UK Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of UK Qualifying Lender and (A) the relevant Lender has not given a UK Tax Confirmation to the UK Borrower, and (B) the payment could have been made to the Lender without any UK Tax Deduction if the Lender had given a UK Tax Confirmation to the UK Borrower, on the basis that the UK Tax Confirmation would have enabled the UK Borrower to have formed a reasonable belief that the payment was an "excepted payment" for the purposes of section 930 of the UK ITA; or

(iv) the relevant Lender is a UK Treaty Lender and the UK Borrower making the payment is able to demonstrate that the payment could have been made to the Lender without the UK Tax Deduction had that Lender complied with its obligations under Section 2.17(f)(ii), as applicable.

(j) VAT

(i) All amounts set out or expressed in a Loan Document to be payable by any party to this agreement (a "Party") to the Administrative Agent or any Lender which (in whole or in part) constitute the consideration for any supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to Section 2.17(i)(ii) below, if VAT is or becomes chargeable on any supply made by any Lender or the Administrative Agent to any Party under a Loan Document and the Administrative Agent or any such Lender is required to account to the relevant tax authority for the VAT, that Party shall pay to the Administrative Agent or such Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of such VAT (and such the Administrative Agent or such Lender, as applicable, shall promptly provide an appropriate VAT invoice to such Party).

(ii) If VAT is or becomes chargeable on any supply made by any Administrative Agent or any Lender (the "Supplier") to any other of the Administrative Agent or any Lender (the "Recipient") under a Loan Document, and any Party other than the Recipient (the "Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse the Recipient in respect of that consideration):

(A) where the Supplier is the person required to account to the relevant tax authority for the VAT, the Subject Party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Recipient will, where this Section 2.17(i)(ii)(A) applies, promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient determines, in its sole discretion, relates to the VAT chargeable on the supply; and

(B) where the Recipient is the person required to account to the relevant tax authority for the VAT, the Subject Party shall promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where a Loan Document requires any Party to reimburse or indemnify the Administrative Agent or any Lender for any cost or expense, that Party shall reimburse or indemnify (as the case may be) the Administrative Agent or any such Lender for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Administrative Agent or any such Lender reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(iv) Any reference in this Section 2.17(i) to any Party shall, at any time when such Party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules (provided for in Article 11 of Council Directive 2006/112/EC or as implemented by the relevant member state of the European Union) or any other similar provision in any jurisdiction which is not a member state of the European Union) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or the relevant representative member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).

(v) In relation to any supply made by the Administrative Agent or any Lender to any Party under a Loan Document, if reasonably requested by the Administrative Agent or any such Lender, that Party must promptly provide details of its VAT registration and such other information as is reasonably requested in connection with the Administrative Agent's or any such Lender's VAT reporting requirements in relation to such supply

(k) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(l) For purposes of this Section 2.17, the term "Lender" includes any Issuing Bank.

Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Payments.

(a) Unless otherwise specified, each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to the time expressed hereunder or under such Loan Document (or, if no time is expressly required, by 2:00 p.m.). Each such payment shall be made on the date when due, in immediately available funds, without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Lead Borrower by the Administrative Agent, except that

payments to be made directly to the applicable Issuing Bank as expressly provided herein and except payments made pursuant to Sections 2.05(e)(i), 2.12(b)(iii) and (iv), 2.15, 2.16 or 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round such Lender's percentage of such Borrowing to the next higher or lower whole dollar amount. Unless other specified herein all payments (including accrued interest) hereunder shall be made in (u) Dollars, to the extent the Revolving Loan or LC Disbursement with respect thereto was denominated in Dollars, (w) Canadian Dollars, to the extent the Revolving Loan or LC Disbursement with respect thereto was denominated in Canadian Dollars, (x) Euros, to the extent the Revolving Loan or LC Disbursement with respect thereto was denominated in Euros (y) Sterling, to the extent the Revolving Loan or LC Disbursement with respect thereto was denominated in Sterling and (z) the applicable Alternate Currency, to the extent the Revolving Loan or LC Disbursement with respect thereto was denominated in such Alternate Currency. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) (i) All proceeds of US Collateral received by the Administrative Agent at any time when an Event of Default exists and all or any portion of the US Revolving Loans have been accelerated hereunder pursuant to Section 7.01 shall, upon the election by the Administrative Agent of at the direction of the Required Lenders, be applied first, to the payment of all costs and expenses then due incurred by the Administrative Agent in connection with any collection, sale or realization on US Collateral or otherwise in connection with this Agreement, any other Loan Document or any of the US Secured Obligations, including all court costs and the fees and expenses of agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, second, on a *pro rata* basis, to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent (other than those covered in clause first above) or any Issuing Bank from the Borrowers constituting US Secured Obligations, third, on a *pro rata basis* in accordance with the amounts of the US Secured Obligations owed to the Secured Parties on the date of any such distribution, toward the payment of US Protective Advances and US Overadvances then due from the Borrowers constituting US Secured Obligations, fourth, on a *pro rata* basis in accordance with the amounts of the US Secured Obligations (other than contingent indemnification obligations for which no claim has yet been made) owed to the Secured Parties on the date of any such distribution, to the payment in full of (x) the US Secured Obligations (other than US Secured Hedging Obligations and US Secured Banking Services Obligations) (including, with respect to US LC Exposure, an amount to be paid to the Administrative Agent equal to 100% of the US LC Exposure (minus the amount then on deposit in the US LC Collateral Account) on such date, to be held in the US LC Collateral Account as Cash collateral for such Obligations), (y) Designated Hedging Obligations constituting US Secured Obligations in an amount not to exceed the US Hedge Product Amount and (z) Secured Banking Services Obligations constituting US Secured Obligations in an amount not to exceed to the applicable Banking Services Reserve; provided that if any US Letter of Credit expires undrawn, then any Cash collateral held to secure the related US LC Exposure shall be applied in accordance with this Section 2.17(b), beginning with clause first above, fifth, on a *pro rata basis*, to the payment in full of Secured Hedging Obligations and Secured Banking Services Obligations, in each case, constituting US Secured Obligations (other than those covered in clause fourth above), and sixth, to, or at the direction of, the Lead Borrower or as a court of competent jurisdiction may otherwise direct.

(ii) All proceeds of Canadian Collateral received by the Administrative Agent at any time when an Event of Default exists and all or any portion of the Canadian Revolving Loans have been accelerated hereunder pursuant to Section 7.01 shall, upon the election by the Administrative Agent of at the direction of the Required Lenders, be applied first, to the payment of all costs and expenses then due incurred by the Administrative Agent in connection with any collection, sale or realization on Canadian Collateral or otherwise in connection with this Agreement, any other Loan Document or any of the Canadian Secured Obligations, including all court costs and the fees and expenses of agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, second, on a *pro rata* basis, to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent (other than those covered in clause first above) or any Issuing Bank from the Borrowers constituting Canadian Secured Obligations, third, on a *pro rata basis* in accordance with the amounts of the Canadian Secured Obligations owed to the Secured Parties on the date of any such distribution, toward the payment of Canadian Protective Advances and Canadian Overadvances then due from the Borrowers constituting Canadian Secured Obligations; fourth, on a *pro rata* basis in accordance with the amounts of the Canadian Secured Obligations (other than contingent indemnification obligations for which no claim has yet been made) owed to the Secured Parties on the date of any such distribution, to the payment in full of (x) the Canadian Secured Obligations (other than Canadian Secured Hedging Obligations and Canadian Secured Banking Services Obligations) (including, with respect to Canadian LC Exposure, an amount to be paid to the Administrative Agent equal to 100% of the Canadian LC Exposure (minus the amount then on deposit in the Canadian LC Collateral Account) on such date, to be held in the Canadian LC Collateral Account as Cash collateral for such Obligations), (y) Designated Hedging Obligations constituting Canadian Secured Obligations in an amount not to exceed the Canadian Hedge Product Amount and (z) Secured Banking Services Obligations constituting Canadian Secured Obligations in an amount not to exceed the applicable Banking Services Reserve; provided that if any Canadian Letter of Credit expires undrawn, then any Cash collateral held to secure the related Canadian LC Exposure shall be applied in accordance with this Section 2.17(b), beginning with clause first above, fifth, on a *pro rata basis*, to the payment in full of Secured Hedging Obligations and Secured Banking Services Obligations, in each case, constituting Canadian Secured Obligations (other than those covered in clause fourth above) and sixth, to, or at the direction of, the Lead Borrower or as a court of competent jurisdiction may otherwise direct.

(iii) All proceeds of European Collateral received by the Administrative Agent at any time when an Event of Default exists and all or any portion of the European Revolving Loans have been accelerated hereunder pursuant to Section 7.01 shall, upon the election by the Administrative Agent of at the direction of the Required Lenders, be applied first, to the payment of all costs and expenses then due incurred by the Administrative Agent in connection with any collection, sale or realization on European Collateral or otherwise in connection with this Agreement, any other Loan Document or any of the European Secured Obligations, including all court costs and the fees and expenses of agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, second, on a *pro rata* basis, to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent (other than those covered in clause first above) or any Issuing Bank from the Borrowers constituting European Secured Obligations, third, on a *pro rata basis* in accordance with the amounts of the European Secured Obligations owed to the Secured Parties on

the date of any such distribution, toward the payment of European Protective Advances and European Overadvances then due from the Borrowers constituting European Secured Obligations; fourth, on a *pro rata* basis in accordance with the amounts of the European Secured Obligations (other than contingent indemnification obligations for which no claim has yet been made) owed to the Secured Parties on the date of any such distribution, to the payment in full of (x) the European Secured Obligations (other than European Secured Hedging Obligations and European Secured Banking Services Obligations) (including, with respect to European LC Exposure, an amount to be paid to the Administrative Agent equal to 100% of the European LC Exposure (minus the amount then on deposit in the European LC Collateral Account) on such date, to be held in the European LC Collateral Account as Cash collateral for such Obligations), (y) Designated Hedging Obligations constituting European Secured Obligations in an amount not to exceed the European Hedge Product Amount and (z) Secured Banking Services Obligations constituting European Secured Obligations in an amount not to exceed the applicable Banking Services Reserve; provided that if any European Letter of Credit expires undrawn, then any Cash collateral held to secure the related European LC Exposure shall be applied in accordance with this Section 2.17(b), beginning with clause first above, fifth, on a *pro rata basis*, to the payment in full of Secured Hedging Obligations and Secured Banking Services Obligations, in each case, constituting European Secured Obligations (other than those covered in clause fourth above) and sixth, to, or at the direction of, the Lead Borrower or as a court of competent jurisdiction may otherwise direct.

(c) If any Lender obtains payment (whether voluntary, involuntary, through the exercise of any right ofset-off or otherwise) in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements of any Class resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans or participations in LC Disbursements of such Class and accrued interest thereon than the proportion received by any other Lender with Revolving Loans or participations in LC Disbursements of such Class, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Revolving Loans or participations in LC Disbursements of such Class at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Class ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans or participations in LC Disbursements of such Class; 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 apply to (x) any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in any of its Revolving Loans to any permitted assignee or participant, including any payment made or deemed made in connection with Sections 2.22 or 2.23. Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.18(c) and will, in each case, notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.18(c) shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

(d) Unless the Administrative Agent has received notice from any Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender or any Issuing Bank hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lender or Issuing Lender the amount due. In such event, if the applicable Borrower has not in fact made such payment, then each Lender or the applicable Issuing Bank severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate (or (A) in the case of any Letter of Credit denominated in Canadian Dollars, the Canadian Prime Rate, (B) in the case of any Letter of Credit denominated in Euros or Sterling, the rate of interest per annum at which overnight deposits in Euros, on an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by and (C) in the case of any Letter of Credit denominated in any Alternate Currency, the Administrative Agent's customary rate for interbank advances in the Alternate Currency in which such Letter of Credit is denominated) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender fails to make any payment required to be made by it pursuant to Section 2.07(b) or Section 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain LIBO Rate Revolving Loans or CDOR Revolving Loans pursuant to Section 2.20, or any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Revolving Loans hereunder or its participations in any Letter of Credit affected by such event, or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future or mitigate the impact of Section 2.20, as the case may be, and (ii) would not subject such Lender to any material unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The applicable Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain LIBO Rate Revolving Loans or CDOR Revolving Loans pursuant to Section 2.20, (ii) if any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, (iii) if any Lender is a Defaulting Lender or (iv) if in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby" (or any other Class or group of Lenders other than the Required Lenders) with respect to which Required Lender consent (or the consent of Lenders holding loans or commitments of such Class or lesser group representing more than 50% of the sum of the total loans and unused commitments of such Class or lesser group at such time) has been obtained, as applicable, any Lender is a non-consenting Lender (each such Lender described in this clause (iv), a "**Non-Consenting Lender**"), then the Lead Borrower may, at its sole expense and effort, upon

notice to such Lender and the Administrative Agent, (x) terminate the applicable Commitments and/or Additional Revolving Commitments of such Lender, and repay all Obligations of the Borrowers owing to such Lender relating to the applicable Revolving Loans and participations held by such Lender as of such termination date or (y) replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.05), all of its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if any Lender accepts such assignment); provided that (A) such Lender shall have received payment of an amount equal to the outstanding principal amount of its Revolving Loans and, if applicable, participations in LC Disbursements, in each case of such Class of Revolving Loans, Commitments and/or Additional Revolving Commitments, accrued interest thereon, accrued fees and all other amounts payable to it under any Loan Document with respect to such Class of Revolving Loans, Commitments and/or Additional Revolving Commitments, (B) in the case of any assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments and (C) such assignment does not conflict with applicable law. No Lender (other than a Defaulting Lender) shall be required to make any such assignment and delegation, and the Borrowers may not repay the Obligations of such Lender or terminate its Commitments or Additional Revolving Commitments, if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply. Each Lender agrees that if it is replaced pursuant to this Section 2.19, it shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Promissory Note (if the assigning Lender's Revolving Loans are evidenced by one or more Promissory Notes) subject to such Assignment and Assumption (provided that the failure of any Lender replaced pursuant to this Section 2.19 to execute an Assignment and Assumption or deliver any such Promissory Note shall not render such sale and purchase (and the corresponding assignment) invalid), such assignment shall be recorded in the Register, any such Promissory Note shall be deemed cancelled. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).

Section 2.20 Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for such Lender or its applicable lending office to make, maintain or fund Revolving Loans whose interest is determined by reference to the Published LIBO Rate or the CDOR Rate, or to determine or charge interest rates based upon the Published LIBO Rate or the CDOR Rate, or any Governmental Authority has imposed material restrictions on the Canadian market for bankers' acceptances or on the authority of such Lender to purchase or sell, or to take deposits of Dollars, Euros or Sterling in the applicable interbank market, then, on notice thereof by such Lender to the Lead Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue LIBO Rate Revolving Loans in Dollars, Euros, Sterling or any Alternate Currency or to convert ABR Revolving Loans to LIBO Rate Revolving Loans shall be suspended, (ii) any obligation of such Lender to make or continue CDOR Revolving Loans in Canadian Dollars or to convert Canadian Prime Rate Revolving Loans to CDOR Revolving Loans shall be suspended, (iii) if such notice asserts the illegality of such Lender making or maintaining ABR Revolving Loans the interest rate on which is determined by reference to the Published LIBO Rate component of the Alternate Base Rate, the interest rate on which ABR Revolving Loans of such Lender, shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Published LIBO Rate component of the Alternate Base Rate, in each case until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise

to such determination no longer exist (which notice such Lender agrees to give promptly) and (iv) if such notice asserts the illegality of such Lender making or maintaining Canadian Prime Rate Revolving Loans the interest rate on which is determined by reference to the CDOR Rate component of the Canadian Prime Rate, the interest rate on such Lender's Canadian Prime Rate Revolving Loans, shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the CDOR Rate component of the Canadian Prime Rate, in each case until such Lender notifies the Administrative Agent and the Lead Borrower that the circumstances giving rise to such determination no longer exist (which notice such Lender agrees to give promptly). Upon receipt of such notice, (x) the Lead Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), (1) if applicable and such Revolving Loans are denominated in Dollars, prepay or convert all of such Lender's LIBO Rate Revolving Loans to ABR Revolving Loans (the interest rate on which ABR Revolving Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Published LIBO Rate component of the Alternate Base Rate), (2) if applicable and the relevant Revolving Loans are denominated in Canadian Dollars, convert all of such Lender's CDOR Revolving Loans to Canadian Prime Rate Revolving Loans (the interest rate on which Canadian Prime Rate Revolving Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the CDOR Rate component of the Canadian Prime Rate) or (3) if applicable and such Revolving Loans are denominated in Euros or Sterling or any Alternate Currency, convert such Revolving Loans to Revolving Loans bearing interest at an alternative rate mutually acceptable to the Lead Borrower and such Lender, in each case, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBO Rate Revolving Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBO Rate Revolving Loans (in which case the applicable Borrower shall not be required to make payments pursuant to Section 2.16 in connection with such payment) and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Published LIBO Rate or the CDOR Rate, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Published LIBO Rate or CDOR Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Published LIBO Rate or CDOR Rate. Upon any such prepayment or conversion, the applicable Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the determination of such Lender, otherwise be materially disadvantageous to such Lender.

Section 2.21 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Fees shall cease to accrue on the unfunded portion of any Commitment of such Defaulting Lender pursuant to Section 2.12(a) and, subject to clause (d)(iv) below, on the participation of such Defaulting Lender in Letters of Credit pursuant to Section 2.12(b), 2.12(c) or 2.12(d) and pursuant to any other provisions of this Agreement or other Loan Document.

(b) The Commitments and the Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders, each affected Lender, the Required Lenders, or such other number of Lenders as may be required hereby or under any other Loan Document have taken or may take any action hereunder (including any consent to any waiver, amendment or modification pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(c) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of any Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.11, Section 2.15, Section 2.16, Section 2.17, Section 2.18, Article 7, Section 9.05 or otherwise, and including any amounts made available to the Administrative Agent by such Defaulting Lender pursuant to Section 9.09), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Lead Borrower as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;second, to the payment on a *pro rata* basis of any amounts owing by such Defaulting Lender to any applicable Issuing Bank hereunder;third, if so reasonably determined by the Administrative Agent or reasonably requested by the applicable Issuing Bank, to be held as Cash collateral for future funding obligations of such Defaulting Lender in respect of any participation in any Letter of Credit; fourth, so long as no Default or Event of Default exists as the Lead Borrower may request, to the funding of any Revolving Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; fifth, as the Administrative Agent or the Lead Borrower may elect, to be held in a deposit account and released in order to satisfy obligations of such Defaulting Lender to fund Revolving Loans under this Agreement; sixth, to the payment of any amounts owing to the non-Defaulting Lenders, Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by anynon-Defaulting Lender, any Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, to the payment of any amounts owing to the Lead Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Lead Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, 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 Revolving Loan or LC Exposure in respect of which such Defaulting Lender has not fully funded its appropriate share and (y) such Revolving Loan or LC Exposure was made or created, as applicable, at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Revolving Loans of, and LC Exposure owed to, all non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Revolving Loans of, or LC Exposure owed to, such Defaulting Lender. Any payments, prepayments or other amounts paid or payable to any Defaulting Lender that are applied (or held) to pay amounts owed by any Defaulting Lender or to post Cash collateral pursuant to this Section 2.21(c) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(d) If any LC Exposure exists at the time any Lender becomes a Defaulting Lender then:

(i) all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among thenon-Defaulting Lenders of the applicable class in accordance with their respective Applicable Percentages of such class but only to the extent (A) the sum of all non-Defaulting Lenders' Revolving Credit Exposures of any Class does not exceed the total of all non-Defaulting Lenders' Commitments in respect of such Class and (B) the Revolving Credit Exposure of anynon-Defaulting Lender with respect to any Class does not exceed such non-Defaulting Lender's Commitment in respect of such Class;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Lead Borrower shall, without prejudice to any other right or remedy available to it hereunder or under law, within two Business Days following notice by the Administrative Agent, Cash collateralize 100% of such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to paragraph (i) above and any Cash collateral provided by such Defaulting Lender or pursuant to Section 2.21(c) above) or make other arrangements reasonably satisfactory to the Administrative Agent and to the applicable Issuing

Bank with respect to such LC Exposure and obligations to fund participations. Cash collateral (or the appropriate portion thereof) provided to reduce LC Exposure or other obligations shall be released promptly following (A) the elimination of the applicable LC Exposure or other obligations giving rise thereto (including by the termination of the Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 2.19)) or (B) the Administrative Agent's good faith determination that there exists excess Cash collateral (including as a result of any subsequent reallocation of LC Exposure among non-Defaulting Lenders described in clause (i) above);

(iii) (A) if the LC Exposure of the non-Defaulting Lenders of any Class is reallocated pursuant to this Section 2.21(d), then the fees payable to the Lenders of such Class pursuant to Sections 2.12(a) and (b), as the case may be, shall be adjusted to give effect to such reallocation and (B) if the LC Exposure of any Defaulting Lender of any Class is Cash collateralized pursuant to this Section 2.21(d), then, without prejudice to any rights or remedies of the applicable Issuing Bank, any Lender in respect of such Class or any Borrower hereunder, no letter of credit fee shall be payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure in respect of such Class; and

(iv) if any Defaulting Lender's LC Exposure in respect of any Class is not Cash collateralized, prepaid or reallocated pursuant to this Section 2.21(d), then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure of such Class shall be payable to the applicable Issuing Bank until such Defaulting Lender's LC Exposure in respect of such Class is Cash collateralized or reallocated.

(e) So long as any Lender of any Class is a Defaulting Lender, no Issuing Bank shall be required to issue, extend, create, incur, amend or increase any Letter of Credit unless it is reasonably satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders of such Class, Cash collateral provided pursuant to Section 2.21(c) and/or Cash collateral provided by the applicable Borrower in accordance with Section 2.21(d), and participating interests in any such or newly issued, extended or created Letter of Credit shall be allocated among non-Defaulting Lenders of the relevant Class in a manner consistent with Section 2.21(d)(i) (it being understood that Defaulting Lenders shall not participate therein).

(f) In the event that the Administrative Agent and the Lead Borrower agree that any Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Applicable Percentage of LC Exposure of the Lenders of the relevant Class shall be readjusted to reflect the inclusion of such Lender's Commitment, and on such date such Lender shall purchase at par such of the Revolving Loans of the other Lenders or participations in Revolving Loans of such Class as the Administrative Agent shall determine as are necessary in order for such Lender to hold such Revolving Loans or participations in accordance with its Applicable Percentage. Notwithstanding the fact that any Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, (x) no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the applicable Borrower while such Lender was a Defaulting Lender and (y) 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 such Lender's having been a Defaulting Lender.

Section 2.22 Incremental Facilities.

(a) The Lead Borrower may, at any time, on one or more occasions pursuant to an Incremental Facility Agreement increase the aggregate amount of Commitments of any existing Class of Commitments (any such increase, an "**Incremental Revolving Facility**" and the loans thereunder, "**Incremental Revolving Loans**") in an aggregate principal amount not to exceed the Incremental Cap; provided that:

(i) no Incremental Revolving Commitment may be less than $5,000,000,

(ii) except as separately agreed from time to time between the Lead Borrower and any Lender, no Lender shall be obligated to provide any Incremental Revolving Commitment, and the determination to provide such commitments shall be within the sole and absolute discretion of such Lender,

(iii) no Incremental Revolving Facility or Incremental Revolving Loan (or the creation, provision or implementation thereof) shall require the approval of any existing Lender other than in its capacity, if any, as a Lender providing all or part of any Incremental Revolving Commitment or Incremental Revolving Loan,

(iv) the terms of each Incremental Revolving Facility will be substantially identical to those applicable to the Revolving Facility,

(v) Except as otherwise agreed by the lenders providing the relevant Incremental Facility in connection with a Permitted Acquisition or other Investment permitted by the terms of this Agreement, no Event of Default shall exist immediately prior to or after giving effect to such Incremental Revolving Facility,

(vi) the proceeds of any Incremental Revolving Facility may be used for working capital and other general corporate purposes and any other use not prohibited by this Agreement, and

(vii) at no time shall there be more than three separate Maturity Dates in effect with respect to any existing Additional Revolving Facility at any time.

(b) Incremental Revolving Commitments may be provided by any existing Lender, or by any other lender (other than any Disqualified Institution) (any such other lender being called an "**Additional Revolving Lender**"); provided that the Administrative Agent and any Issuing Bank shall have consented (such consent not to be unreasonably withheld) to the relevant Additional Revolving Lender's provision of Incremental Revolving Commitments if such consent would be required under Section 9.05(b) for an assignment of Revolving Loans to such Additional Revolving Lender.

(c) Each Lender or Additional Revolving Lender providing a portion of any Incremental Revolving Commitment shall execute and deliver to the Administrative Agent and the Lead Borrower all such documentation (including the relevant Incremental Revolving Facility Agreement) as may be reasonably required by the Administrative Agent to evidence and effectuate such Incremental Revolving Commitment. On the effective date of such Incremental Revolving Commitment, each Additional Revolving Lender shall become a Lender for all purposes in connection with this Agreement.

(d) As a condition precedent to the effectiveness of any Incremental Revolving Facility or the making of any Incremental Revolving Loans, (i) upon its reasonable request, the Administrative Agent shall have received customary written opinions of counsel, as well as such reaffirmation agreements, supplements and/or amendments as it shall reasonably require, (ii) the

Administrative Agent shall have received, from each Additional Revolving Lender, an Administrative Questionnaire and such other documents as it shall reasonably require from such Additional Revolving Lender, (iii) the Administrative Agent and Lenders shall have received all fees required to be paid in respect of such Incremental Revolving Facility or Incremental Revolving Loans and (iv) the Administrative Agent shall have received a certificate of the applicable Borrower signed by a Responsible Officer thereof:

(A) certifying and attaching a copy of the resolutions adopted by the governing body of the applicable Borrower approving or consenting to such Incremental Revolving Facility or Incremental Revolving Loans, and

(B) to the extent applicable, certifying that the condition set forth in clause (a)(x) above has been satisfied.

(e) (i) Each Lender of the applicable class immediately prior to such increase will automatically and without further act be deemed to have assigned to each relevant Incremental Revolving Facility Lender, and each relevant Incremental Revolving Facility Lender will automatically and without further act be deemed to have assumed a portion of such Lender's participations hereunder in outstanding US Letters of Credit, Canadian Letters of Credit and/or European Letters of Credit, as applicable, such that, after giving effect to each deemed assignment and assumption of participations, all of the Lenders' (including each Incremental Revolving Facility Lender) participations hereunder in US Letters of Credit, Canadian Letters of Credit and/or European Letters of Credit, as applicable, shall be held on a pro rata basis on the basis of their respective Commitments of the applicable class (after giving effect to any increase in the Commitment pursuant to Section 2.22) and (ii) the existing Lenders of the applicable Class shall assign Revolving Loans to certain other Lenders of such Class (including the Lenders providing the relevant Incremental Revolving Facility), and such other Lenders (including the Lenders providing the relevant Incremental Revolving Facility) shall purchase such Revolving Loans, in each case to the extent necessary so that all of the Lenders of such Class participate in each outstanding borrowing of Revolving Loans *pro rata* on the basis of their respective Commitments of such Class (after giving effect to any increase in the Commitment pursuant to this Section 2.22); it being understood and agreed that the minimum borrowing, *pro rata* borrowing and *pro rata* payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to this clause (e).

(f) The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Incremental Facility Agreement and any other amendments to this Agreement and the other Loan Documents with the Loan Parties as may be necessary in order to establish new tranches or sub tranches in respect of Revolving Loans or commitments increased or extended pursuant to this Section 2.22 and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection with the establishment of such new tranches or sub tranches, in each case on terms consistent with this Section 2.22.

(g) Notwithstanding to the contrary in this Section 2.22 or in any other provision of any Loan Document, if the proceeds on the date of effectiveness of any Incremental Revolving Facility are intended to be applied to finance an acquisition and the Lenders or Additional Lenders providing such Incremental Revolving Facility so agree, the availability thereof shall be subject to customary "SunGard" or "certain funds" conditionality consisting of an increase in an existing Commitment, the sublimits applicable to Letters of Credit shall increase by an amount, if any, agreed upon by Administrative Agent, the Issuing Banks and the Lead Borrower.

(h) This Section 2.22 shall supersede any provision in Section 2.18 or 9.02 to the contrary.

Section 2.23 Extensions of Revolving Loans and Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "**Extension Offer**") made from time to time by the applicable Borrower or Borrowers to all Lenders holding Revolving Loans of any Class or Commitments of any Class, in each case on a *pro rata* basis (based on the aggregate outstanding principal amount of the respective Revolving Loans or Commitments of such Class) and on the same terms to each such Lender, the Borrowers are hereby permitted from time to time to consummate transactions with any individual Lender who accepts the terms contained in any such Extension Offer to extend the Maturity Date of such Lender's Revolving Loans and/or commitments and otherwise modify the terms of such Revolving Loans and/or commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of such Revolving Loans and/or commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Revolving Loans) (each, an "**Extension**", and each group of Revolving Loans or commitments, as applicable, in each case as so extended, as well as the original Revolving Loans and the original commitments (in each case not so extended), being a "**tranche**"; any Extended Revolving Credit Commitments shall constitute a separate tranche of revolving commitments from the tranche of revolving commitments from which they were converted), so long as the following terms are satisfied:

(i) except as to (x) interest rates, fees and final maturity (which shall be determined by the applicable Borrower and any Lender who agrees to an Extension and set forth in the relevant Extension Offer), (y) terms applicable to such Extended Revolving Credit Commitments or Extended Revolving Loans (each as defined below) that are more favorable to the lenders or the agent of such Extended Revolving Credit Commitments or Extended Revolving Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents for the benefit of the Revolving Lenders or, as applicable, the Administrative Agent (*i.e*., by conforming or adding a term to the then-outstanding Revolving Loans pursuant to the applicable Extension Amendment), and (z) any covenants or other provisions applicable only to periods after the Latest Revolving Loan Maturity Date (in each case, as of the date of such Extension), the commitment of any Lender that agrees to an Extension (an "**Extended Revolving Credit Commitment**"; and the Revolving Loans thereunder, "**Extended Revolving Loans**"; and each Class of Extended Revolving Credit Commitments, an "**Extended Revolving Facility**"), and the related outstandings, shall be a revolving commitment (or related outstandings, as the case may be) with the same terms (or terms not less favorable to existing Lenders) as the original revolving commitments (and related outstandings) provided hereunder; provided that (x) to the extent any non-extended portion of any Additional Revolving Facility then exists, (1) the borrowing and repayment (except for (A) payments of interest and fees at different rates on such revolving facilities (and related outstandings), (B) repayments required upon the Maturity Date of such revolving facilities and (C) repayments made in connection with any permanent repayment and termination of commitments (subject to clause (3) below)) of Extended Revolving Loans after the effective date of such Extended Revolving Credit Commitments shall be made on a *pro rata* basis with such portion of the relevant Additional Revolving Facility, (2) all letters of credit made or issued, as applicable, under any Extended Revolving Credit Commitment shall be participated on a *pro rata* basis by all Lenders and (3) the permanent repayment of Revolving Loans with respect to, and termination of commitments under, any such Extended Revolving Credit Commitment after the effective date of such Extended Revolving Credit Commitments shall be made on a *pro rata* basis with such portion of any Additional Revolving Facility, except that the applicable Borrower shall be permitted to permanently repay and terminate commitments of any such revolving facility on a greater than *pro rata* basis as compared with any other revolving facility with a later Maturity Date than such revolving facility and (y) at no time shall there be more than three separate Classes of revolving commitments hereunder (including Incremental Revolving Commitments, Extended Revolving Credit Commitments and Replacement Revolving Facilities);

(ii) no Extended Revolving Credit Commitments or Extended Revolving Loans shall have a final maturity date earlier than (or require commitment reductions prior to) the then applicable Latest Revolving Loan Maturity Date;

(iii) if the aggregate principal amount of Revolving Loans or commitments, as the case may be, in respect of which Lenders shall have accepted the relevant Extension Offer exceeds the maximum aggregate principal amount of Revolving Loans or commitments, as the case may be, offered to be extended by the applicable Borrower pursuant to such Extension Offer, then the Revolving Loans or commitments, as the case may be, of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer;

(iv) each Extension shall be in a minimum amount of $5,000,000;

(v) any applicable Minimum Extension Condition shall be satisfied or waived by the applicable Borrower; and

(vi) all documentation in respect of such Extension shall be consistent with the foregoing.

(b) With respect to any Extension consummated pursuant to this Section 2.23, (i) no such Extension shall constitute a voluntary or mandatory prepayment for purposes of Section 2.11, and (ii) except as set forth in clause (a)(iv) above, no Extension Offer is required to be in any minimum amount or any minimum increment; provided that the applicable Borrower may, at its election, specify as a condition (a "**Minimum Extension Condition**") to consummating such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the applicable Borrower's sole discretion and which may be waived by the applicable Borrower) of Revolving Loans or commitments (as applicable) of any or all applicable tranches be tendered. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.23 (including, for the avoidance of doubt, any payment of any interest, fees or premium in respect of any tranche of Extended Revolving Credit Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Section 2.10, 2.11 or 2.18) or any other Loan Document that may otherwise prohibit any Extension or any other transaction contemplated by this Section 2.23.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Revolving Loans and/or commitments under any Class (or a portion thereof). All Extended Revolving Credit Commitments and all obligations in respect thereof shall constitute Secured Obligations under this Agreement and the other Loan Documents that are secured by the applicable Collateral and guaranteed on a *pari passu* basis with all other applicable Secured Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Extension Amendments and any other Loan Documents with the Loan Parties as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Loans or commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Lead Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 2.23.

(d) In connection with any Extension, the applicable Borrower or Borrowers shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.23.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

On the dates and to the extent required pursuant to Section 4.01 or 4.02, as applicable, each of (i) in the case of Holdings, solely with respect to Sections 3.01, 3.02, 3.03, 3.07, 3.08, 3.09, 3.13, 3.14, 3.16 and 3.17, and (ii) each of the Borrowers hereby represent and warrant to the Lenders that:

Section 3.01 Organization; Powers. Each of the Loan Parties and each of its Restricted Subsidiaries (a) is (i) duly organized (or incorporated, as applicable) and validly existing and (ii) in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of its jurisdiction of organization, (b) has all requisite organizational power and authority to own its property and assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a)(i) with respect to the Borrowers and clause (b) with respect to the Loan Parties) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. The execution, delivery and performance of each of the Loan Documents are within each applicable Loan Party's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to the Legal Reservations.

Section 3.03 Governmental Approvals; No Conflicts. The execution and delivery of the Loan Documents by each Loan Party party thereto and the performance by such Loan Party thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) in connection with the applicable Perfection Requirements and (iii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of such Loan Party's Organizational Documents or (ii) Requirements of Law applicable to such Loan Party which violation, in the case of this clause (b)(ii), could reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under (i) the Senior Notes or (ii) any other material Contractual Obligation to which such Loan Party is a party which violation, in the case of this clause (c), could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Effect.

(a) The financial statements most recently provided pursuant to Section 5.01(a) or (b), as applicable, present fairly, in all material respects, the financial position and results of operations and cash flows of the Lead Borrower on a consolidated basis as of such dates and for such periods in accordance with GAAP, subject, in the case of financial statements provided pursuant to Section 5.01(a), to the absence of footnotes and normal year-end adjustments.

(b) Since the Closing Date, there have been no events, developments or circumstances that have had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.05 Properties.

(a) As of the Closing Date, Schedule 3.05 sets forth the address of each Real Estate Asset (or each set of such assets that collectively comprise one operating property) that is owned in fee simple by any Loan Party.

(b) The Borrowers and their Restricted Subsidiaries have good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all of their respective Real Estate Assets and have good title to their personal property and assets, in each case, except (i) for defects in title that do not materially interfere with their ability to conduct their business as currently conducted or to utilize such properties and assets for their intended purposes or (ii) where the failure to have such title would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) The Borrowers and their Restricted Subsidiaries own or otherwise have a license or right to use all rights in Patents, Trademarks, Copyrights and other rights in works of authorship (including all copyrights embodied in software) and all other intellectual property rights ("**IP Rights**") used to conduct the businesses of the Borrowers and their Restricted Subsidiaries as presently conducted without, to the knowledge of the Borrowers, any infringement or misappropriation of the IP Rights of third parties, except to the extent such failure to own or license or have rights to use would not, or where such infringement or misappropriation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Lead Borrower, threatened in writing against or affecting the Loan Parties or any of their Restricted Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party nor any of its Restricted Subsidiaries is subject to or has received notice of any Environmental Claim or any Environmental Liability or knows of any basis for any Environmental Liability of the Borrowers or any of their Restricted Subsidiaries and (ii) no Loan Party nor any of its Restricted Subsidiaries has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law.

(c) Neither any Loan Party nor any of its Restricted Subsidiaries has treated, stored, transported or Released any Hazardous Materials on, at or from any location, including any current or former Facility, or has knowledge of any other Releases of Hazardous Materials at any current or former

Facility, in either case in a quantity or manner that would reasonably be expected to either (i) require investigation, removal, or remediation under applicable Environmental Law, (ii) give rise to Environmental Liability, or (iii) interfere with any Loan Party's or its Restricted Subsidiaries continued operations, that would, in cases of clauses (i), (ii) and (iii) have a Material Adverse Effect.

Section 3.07 Compliance with Laws. Each of Holdings, the Borrowers and their Restricted Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. No Loan Party is an "investment company" as defined in, or is required to be registered under, the Investment Company Act of 1940.

Section 3.09 Taxes. Each of Holdings, the Borrowers and each of their Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable, including in its capacity as a withholding agent, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10 ERISA.

(a) Each Plan is in compliance in form and operation with its terms and with ERISA and the Code and all other applicable laws and regulations, except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect.

(b) No ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

(c) All obligations regarding the Canadian Pension Plans and the Canadian Employee Plans (including current service contributions) have been satisfied, there are no outstanding defaults or violations by any party to any Canadian Pension Plan and any Canadian Employee Plan and no taxes, penalties or fees are owing or exigible under any of the Canadian Employee Plans, except, in each case, which could not reasonably be expected to have a Material Adverse Effect.

Section 3.11 Disclosure.

(a) As of the Closing Date, all written information (other than the Projections, other forward-looking information and information of a general economic or industry-specific nature) concerning Holdings, the Borrowers and their Restricted Subsidiaries and the Transactions and that was included in the Information Memorandum or otherwise prepared by or on behalf of Holdings or its subsidiaries or their respective representatives and made available to any Lender or the Administrative Agent in connection with the Transactions on or before the Closing Date (the "**Information**"), when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

(b) The Projections have been prepared in good faith based upon assumptions believed by the Lead Borrower to be reasonable at the time furnished (it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond the Lead Borrower's control, that no assurance can be given that any particular financial projections (including the Projections) will be realized, that actual results may differ from projected results and that such differences may be material).

Section 3.12 Solvency. As of the Closing Date, immediately after the consummation of the Transactions to occur on the Closing Date and the incurrence of indebtedness and obligations on the Closing Date in connection with this Agreement and the Senior Note Indentures, (i) the sum of the debt (including contingent liabilities) of the Lead Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Lead Borrower and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the Lead Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of the Lead Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured; (iii) the capital of the Lead Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Lead Borrower and its Restricted Subsidiaries, taken as a whole, contemplated as of the Closing Date; and (iv) the Lead Borrower and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liability meets the criteria for accrual under Statement of Financial Accounting Standards No. 5).

Section 3.13 Capitalization and Subsidiaries. Schedule 3.13 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each subsidiary of Holdings and the ownership interest therein held by Holdings or its applicable subsidiary and (b) the type of entity of each Loan Party and each subsidiary of Holdings with respect to which a portion of such subsidiary's equity is pledged by a Loan Party as Collateral.

Section 3.14 Security Interest in Collateral. Subject to the Legal Reservations, the Perfection Requirements, the provisions of this Agreement and the other relevant Loan Documents, the Collateral Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of itself and the other Secured Parties, and upon the satisfaction of the Perfection Requirements, such Liens constitute perfected Liens (with the priority that such Liens are expressed to have under the relevant Collateral Documents) on the Collateral (to the extent such Liens are required to be perfected under the terms of the Loan Documents) securing the Secured Obligations, in each case as and to the extent set forth therein.

Section 3.15 Labor Disputes. Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against the Lead Borrower or any of its Restricted Subsidiaries pending or, to the knowledge of the Lead Borrower or any of its Restricted Subsidiaries, threatened and (b) the hours worked by and payments made to employees of the Lead Borrower and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters.

Section 3.16 Federal Reserve Regulations. No part of the proceeds of any Revolving Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U or X.

Section 3.17 Economic and Trade Sanctions and Anti-Corruption Laws.

(a) (i) None of Holdings, the Lead Borrower nor any of its Restricted Subsidiaries nor, to the knowledge of the Lead Borrower, any director, officer, agent, employee or Affiliate of any of the foregoing is a Sanctioned Person; and (ii) the Borrower will not directly or, to its knowledge, indirectly, use the proceeds of the Loans or otherwise make available such proceeds to any Person for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country.

(b) To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) Sanctions applicable to it and (ii) the USA PATRIOT Act.

(c) No part of the proceeds of any Loan will be used, directly or, to the knowledge of the Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to improperly obtain, retain or direct business or obtain any improper advantage, in violation of the FCPA.

(d) The representations and warranties contained in this Section 3.17 shall only apply to the extent that it would not result in any violation of or conflict with Council Regulation (EC) No 2271/96 of 22 November 1996, section 7 of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung) or any similar anti-boycott law or regulation.

Section 3.18 Borrowing Base Certificates. The information set forth in each Borrowing Base Certificate is true and correct in all material respects and has been prepared in all material respects in the accordance with the requirements of this Agreement. The Accounts that are identified by the applicable Borrower as Eligible Accounts and the Inventory that is identified by the applicable Borrower as Eligible Inventory, in each Borrowing Base Certificate submitted to the Administrative Agent, at the time of submission, comply in all material respects with the criteria (other than any criteria subject to the discretion of the Administrative Agent) set forth in the definitions of "Eligible Accounts" and "Eligible Inventory", respectively.

Section 3.19 Deposit Accounts and Securities Accounts. Attached hereto as Schedule 3.19 is a schedule of all deposit accounts and securities accounts maintained by the Loan Parties as of the Closing Date in which the applicable Loan Party customarily maintains amounts in excess of $25,000, which schedule identifies those deposit accounts and securities accounts that are Excluded Accounts.

Section 3.20 UK Pensions. Other than in respect of the UK DB Plan, no UK Loan Party is or has at any time been (i) an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004 (UK)) of a UK Defined Benefit Plan or (ii) "connected" with or an "associate" (as those terms are used in sections 38 and 43 of the Pensions Act 2004 (UK) of such an employer.

Section 3.21 Centre of Main Interests and Establishments. Except as otherwise permitted by Section 5.17, for the purposes of The Council of the European Union regulation No. 1346/2000 on insolvency proceedings (the "**Regulation**"), each of the UK Loan Parties' centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its jurisdiction of incorporation and none of them have an "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

ARTICLE 4

CONDITIONS

Section 4.01 Closing Date. The obligations of any Lender to make Revolving Loans and each Issuing Bank to issue Letters of Credit shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received from each US Loan Party party thereto (i) a counterpart signed by each such Loan Party (or written evidence satisfactory to the Administrative Agent (which may include a copy transmitted by facsimile or other electronic method) that such party has signed a counterpart) of (A) this Agreement, (B) the US Security Agreement, (C) any Intellectual Property Security Agreement required pursuant to the Collateral and Guarantee Requirement, (D) the Loan Guaranty, (E) any Promissory Note requested by a Lender at least three Business Days prior to the Closing Date and (F) the ABL Intercreditor Agreement and the Pari Passu Intercreditor Agreement and (ii) if applicable, a Borrowing Request as required by Section 2.03.

(b) Legal Opinions. The Administrative Agent shall have received (i) a customary written opinion of Weil, Gotshal & Manges LLP, in its capacity as special counsel for Holdings, the Borrowers and any Subsidiary Guarantors, dated the Closing Date and addressed to the Administrative Agent and the Lenders, and (ii) a customary written opinion of Babst Calland, in its capacity as special counsel for the US Borrower and any Subsidiary Guarantors organized under the laws of Pennsylvania, dated the Closing Date and addressed to the Administrative Agent and the Lenders.

(c) Financial Statements and Pro Forma Financial Statements. The Administrative Agent shall have received (i) an audited balance sheet and audited statements of income and cash flows of each of the Lead Borrower and Eco Services as of the end of and for each of the three most recent Fiscal Years ending more than 90 days prior to the Closing Date, (ii) unaudited balance sheets and related statements of income and cash flows of each of the Lead Borrower and Eco Services for each Fiscal Quarter ending after December 31, 2015 and at least 45 days prior to the Closing Date and (iii) a pro forma consolidated balance sheet of the Lead Borrower as of December 31, 2015, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date; provided, that (A) each such pro forma financial statement shall be prepared in good faith by the Lead Borrower and (B) no such pro forma financial statement shall be required to include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)).

(d) Closing Certificates; Certified Charters; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each US Loan Party, dated the Closing Date and executed by a secretary, assistant secretary or other senior officer (as the case may be) thereof, which shall (A) certify that attached thereto is a true and complete copy of the resolutions or written consents of its shareholders, board of directors, board of managers, members or other governing body authorizing the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the US Borrower, the borrowings hereunder, and that such resolutions or written consents have not been modified, rescinded or amended and are in full force and effect, (B) identify by name and title and bear the signatures of the officers, managers, directors or authorized signatories of such Loan Party authorized to sign the Loan Documents to which it is a party on the Closing Date and (C) certify (x) that attached

thereto is a true and complete copy of the certificate or articles of incorporation or organization (or memorandum of association or other equivalent thereof) of such US Loan Party certified by the relevant authority of the jurisdiction of organization of such US Loan Party and a true and correct copy of its by-laws or operating, management, partnership or similar agreement and (y) that such documents or agreements have not been amended (except as otherwise attached to such certificate and certified therein as being the only amendments thereto as of such date) and (ii) a good standing (or equivalent if applicable) certificate as of a recent date for such US Loan Party from its jurisdiction of organization.

(e) Representations and Warranties. The representations and warranties of the Loan Parties set forth in Article III hereof and the other Loan Documents shall be true and correct in all material respects on and as of the Closing Date; provided that to the extent that any representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or for such period; provided, further, that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(f) Fees. Prior to or substantially concurrently with the funding of the Initial Revolving Loans hereunder on the Closing Date (if any), the Administrative Agent shall have received (i) all fees required to be paid by the Lead Borrower on the Closing Date pursuant to the Fee Letter and (ii) all expenses required to be paid by the Lead Borrower for which invoices have been presented at least three Business Days prior to the Closing Date or such later date to which the Lead Borrower may agree (including the reasonable fees and expenses of legal counsel), in each case on or before the Closing Date, which amounts may be offset against the proceeds of the Initial Revolving Loans.

(g) Solvency. The Administrative Agent shall have received a certificate dated as of the Closing Date in substantially the form ofExhibit L from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Lead Borrower certifying as to the matters set forth therein.

(h) Perfection Certificate. The Administrative Agent shall have received a completed Perfection Certificate dated the Closing Date and signed by a Responsible Officer of each US Loan Party, together with all attachments contemplated thereby.

(i) Pledged Stock; Stock Powers; Pledged Notes. Subject to the Intercreditor Agreements, the Administrative Agent (or the Term Loan Administrative Agent, as its bailee) shall have received (i) the certificates representing the Capital Stock required to be pledged pursuant to the US Security Agreement, together with an undated stock or similar power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, and (ii) each Material Debt Instrument (if any) endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(j) Filings Registrations and Recordings. Subject to the Intercreditor Agreements, each document (including any UCC (or similar) financing statement) required by any Collateral Document or under law to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral required to be delivered pursuant to such Collateral Document, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall have been received by the Administrative Agent and be in proper form for filing, registration or recordation.

(k) Transactions. Prior to or substantially concurrently with the initial funding of the Revolving Loans hereunder on the Closing Date (if any), (i) the Reorganization shall be consummated in

accordance with the terms of the Reorganization Agreement; (ii) the 2022 Senior Secured Notes and the 2022 Senior Unsecured Notes shall have been issued by the US Borrower, (iii) the Refinancing shall have occurred and (iv) the US Borrower shall have borrowed at least (x) $900,000,000 in aggregate principal amount of term loans denominated in Dollars and (y) €265,000,000 in aggregate principal amount of term loans denominated in Euros, in each case, under the Term Loan Credit Agreement.

(l) Material Adverse Effect. Since December 31, 2015, no Material Adverse Effect shall have occurred.

(m) USA PATRIOT Act. No later than three Business Days in advance of the Closing Date, the Administrative Agent shall have received all documentation and other information reasonably requested by any Lender that is party hereto on the Closing Date in writing with respect to any Loan Party at least ten days in advance of the Closing Date, which documentation or other information is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(n) Officer's Certificate. The Administrative Agent shall have received a certificate signed by a Responsible Officer or director of the Lead Borrower certifying as of the Closing Date to the matters set forth in Section 4.01(e) and Section 4.01(l).

(o) US Borrowing Base Certificate. The Administrative Agent shall have received a US Borrowing Base Certificate, dated as of the Closing Date and prepared as of February 29, 2016.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, by releasing its signature page hereto, the Administrative Agent and each Lender that has executed this Agreement (or an Assignment and Assumption on the Closing Date) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

Section 4.02 Each Credit Extension. After the Closing Date, the obligation of each Lender to make any Credit Extension (other than any LC Reimbursement Loan) is subject to the satisfaction of the following conditions:

(a) (i) In the case of any Borrowing, the Administrative Agent shall have received a Borrowing Request as required by Section 2.03, or (ii) in the case of the issuance of any Letter of Credit, the applicable Issuing Bank and the Administrative Agent shall have received a Letter of Credit Request as required by Section 2.05(b).

(b) The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of any such Credit Extension with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension; provided that to the extent that any representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or for such period; provided, further, that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(c) At the time of and immediately after giving effect to such Credit Extension, no Default or Event of Default has occurred and is continuing.

(d) After giving effect to the Credit Extension, (i) the Borrowing Base exceeds the Total Revolving Credit Exposure, (ii) the US Borrowing Base exceeds the Initial US Revolving Credit Exposure, (iii) the Canadian Borrowing Base exceeds the Initial Canadian Revolving Credit Exposure and (iv) the European Borrowing Base exceeds the Initial European Revolving Credit Exposure.

(e) After giving effect to the such Credit Extension, (i) the Total Revolving Credit Exposure does not exceed the Borrowing Base, (ii) in the case of any US Revolving Loan or US Letter of Credit, the Initial US Revolving Credit Exposure does not exceed the US Borrowing Base, (iii) in the case of any Canadian Revolving Loan or Canadian Letter of Credit, the Initial Canadian Revolving Credit Exposure does not exceed the Canadian Borrowing Base, (iv) in the case of any European Revolving Loan or European Letter of Credit, the Initial European Revolving Credit Exposure does not exceed the European Borrowing Base.

Each Credit Extension shall be deemed to constitute a representation and warranty by the applicable Borrower on the date thereof as to the matters specified in paragraphs (b) and (c) of this Section.

ARTICLE 5

AFFIRMATIVE COVENANTS

From the Closing Date until the date that all the Commitments and any Additional Revolving Commitments have expired or terminated and the principal of and interest on each Revolving Loan and all fees, expenses and other amounts payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full in Cash and all Letters of Credit have expired or have been terminated (or have been collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the relevant Issuing Bank) and all LC Disbursements have been reimbursed (such date, the "**Termination Date**"), (i) in the case of Holdings, solely with respect toSections 5.01, 5.02, 5.03, 5.08 and 5.12, and (ii) the Borrowers hereby covenant and agree with the Lenders that:

Section 5.01 Financial Statements and Other Reports. The Lead Borrower will deliver to the Administrative Agent for delivery to each Lender:

(a) Quarterly Financial Statements. Within 45 days (or 60 days in the case of the first Fiscal Quarter ending after the Closing Date) after the end of each of the first three Fiscal Quarters of each Fiscal Year, commencing with the Fiscal Quarter ending June 30, 2016, the consolidated balance sheet of the Lead Borrower as at the end of such Fiscal Quarter and the related consolidated statements of income and cash flows of the Lead Borrower for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, and setting forth, in reasonable detail, in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year (commencing after the completion of the first full Fiscal Quarter ended after the Closing Date; provided that comparisons to balance sheets dated prior to the Closing Date shall not be required), all in reasonable detail, together with a Responsible Officer Certification with respect thereto and a Narrative Report with respect thereto;

(b) Annual Financial Statements. Within 120 days after the end of the first Fiscal Year ending after the Closing Date and within 90 days of the end of each Fiscal Year ending thereafter, (i) the consolidated balance sheet of the Lead Borrower as at the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows of the Lead Borrower for such Fiscal Year and setting forth, in reasonable detail, in comparative form the corresponding figures for the

previous Fiscal Year (commencing after the completion of the second full Fiscal Year ended after the Closing Date) and (ii) with respect to such consolidated financial statements, (A) a report thereon of a nationally recognized independent certified public accountant of recognized national standing (which report shall be unqualified as to "going concern" and scope of audit (except for any such qualification pertaining to the impending maturity of any indebtedness within 12 months of the relevant audit or the breach or anticipated breach of any financial covenant), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Lead Borrower as at the dates indicated and its income and cash flows for the periods indicated in conformity with GAAP and (B) a Narrative Report with respect to such Fiscal Year;

(c) Compliance Certificate. Together with each delivery of financial statements of the Lead Borrower pursuant toSections 5.01(a) and 5.01(b), (i) a duly executed and completed Compliance Certificate certifying that no Default or Event of Default exists (or if a Default or Event of Default exists, describing in reasonable detail such Default or Event of Default and the steps being taken to cure, remedy or waive the same), and (ii) (A) a summary of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such financial statements and (B) a list identifying each subsidiary of the Lead Borrower as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date of delivery of such Compliance Certificate or confirming that there is no change in such information since the later of the Closing Date and the date of the last such list;

(d) [Reserved];

(e) Notice of Default. Promptly upon any Responsible Officer of the Lead Borrower obtaining knowledge of (i) any Default or Event of Default or (ii) the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either individually or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the Lead Borrower has taken, is taking and proposes to take with respect thereto;

(f) Notice of Litigation. Promptly upon any Responsible Officer of the Lead Borrower obtaining knowledge of (i) the institution of, or threat of, any Adverse Proceeding not previously disclosed in writing by the Lead Borrower to the Administrative Agent, or (ii) any material development in any Adverse Proceeding that, in the case of either of clause (i) or (ii), could reasonably be expected to have a Material Adverse Effect, written notice thereof from the Lead Borrower together with such other non-privileged information as may be reasonably available to the Loan Parties to enable the Lenders to evaluate such matters;

(g) ERISA. Promptly upon any Responsible Officer of the Lead Borrower becoming aware of the occurrence of any ERISA Event that could reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(h) Financial Plan. As soon as available and in any event no later than 90 days after the beginning of each Fiscal Year, commencing in respect of the Fiscal Year ending December 31, 2017, a consolidated plan and financial forecast for each Fiscal Quarter of such Fiscal Year, including a forecasted consolidated statement of the Lead Borrower's financial position and forecasted consolidated statements of income and cash flows of the Lead Borrower for such Fiscal Year, prepared in reasonable detail setting forth, with appropriate discussion, the principal assumptions on which such financial plan is based in a manner consistent with the level of detail provided in the private side supplement to the Information Memorandum;

(i) Information Regarding Collateral. Prompt (and in any event, within 30 days of the relevant change) written notice of any change (a) in any Loan Party's legal name, (b) in any Loan Party's type of organization, (c) in any Loan Party's jurisdiction of organization or (d) in any Loan Party's organizational identification number (if any), in each case to the extent such information is necessary to enable the Administrative Agent to perfect or maintain the perfection and priority of its security interest in the Collateral of the relevant Loan Party, together with a certified copy of the applicable Organizational Document reflecting the relevant change;

(j) Annual Collateral Verification. Together with the delivery of each Compliance Certificate provided with the financial statements required to be delivered pursuant to Section 5.01(b), (i) a Perfection Certificate Supplement and (ii) an updatedSchedule 3.19;

(k) Certain Reports. Promptly upon their becoming available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of (i) following an initial public offering, all financial statements, reports, notices and proxy statements sent or made available generally by Holdings or its applicable Parent Company to its security holders acting in such capacity and (ii) all regular and periodic reports and all registration statements (other than on Form S-8 or a similar form) and prospectuses, if any, filed by Holdings or its applicable Parent Company with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities; and

(l) Borrowing Base Certificates. Commencing with the Fiscal Month ending April 30, 2016, by (x) the 25th day after the last day of each month ending April 30, 2016, May 31, 2016 and June 30, 2016 and (y) thereafter, the 20th day of each month, the US Borrower, Canadian Borrowers and European Borrowers, respectively (or the Lead Borrower on their behalf), shall deliver to the Administrative Agent (and the Administrative Agent shall promptly deliver the same to the Lenders) each Borrowing Base Certificate prepared as of the close of business on the last Business Day of the applicable previous Fiscal Month; provided that, (i) during the continuance of a Cash Dominion Period, the relevant Borrower (or the Lead Borrower on their behalf) shall deliver to the Administrative Agent Borrowing Base Certificates more frequently (as reasonably determined by the Administrative Agent) (but not more frequently than weekly, with delivery required within 4 Business Days after the end of the applicable previous week prepared as of the close of business on Friday of the previous week, which Borrowing Base Certificates shall be in standard form unless otherwise reasonably agreed to by the Administrative Agent; it being understood that (a) Inventory amounts shown in the Borrowing Base Certificates delivered on a weekly basis will be based on the Inventory amount (x) set forth in the most recent weekly report, where possible, and (y) for the most recently ended Fiscal Month for which such information is available with regard to locations where it is impracticable to report Inventory more frequently (unless the Collateral Agent agrees otherwise), and (b) the amount of Eligible Accounts shown in such Borrowing Base Certificate will be based on the amount of the gross Accounts set forth in the most recent weekly report, less the amount of ineligible Accounts reported for the most recently ended Fiscal Month) (or, when available, ineligible Accounts set forth in the most recent weekly report), (ii) in the event that any Loan Party consummates a Subject Transaction, the Lead Borrower may deliver an updated version of the relevant Borrowing Base Certificate or Borrowing Base Certificates giving pro forma effect to such Subject Transaction, which shall be effective as of the date of consummation of such Subject Transaction, subject to the limitations set forth in the definitions of "Canadian Borrowing Base", "European Borrowing Base" and "US Borrowing Base" and (iii) in the event (x) any Loan Party consummates a Disposition (other than Dispositions in the ordinary course of business) to any Person (other than a Loan Party) that results in the Disposition of ABL Priority Collateral with a value (as reasonable determined by the Lead Borrower) in excess of $10,000,000 or (y) the Lead Borrower designates (or redesignates) any subsidiary with a value (as reasonably determined by the Lead Borrower) in excess of $10,000,000 as an Unrestricted Subsidiary, the Lead Borrower shall deliver updated Borrowing Base Certificates at the time of or prior to the consummation of such Disposition.

(m) Other Information. Such other certificates, reports and information (financial or otherwise) as the Administrative Agent may reasonably request from time to time in connection with the financial condition or business of Holdings and its Restricted Subsidiaries.

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Lead Borrower (or a representative thereof) (x) posts such documents or (y) provides a link thereto on the website of the Lead Borrower on the Internet at the website address listed on Schedule 9.01; provided that, other than with respect to items required to be delivered pursuant to Section 5.01(k), the Lead Borrower shall promptly notify the Administrative Agent in writing of the posting of any such documents on the website of the Lead Borrower (or its applicable subsidiary) and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents; (ii) on which such documents are delivered by the Lead Borrower to the Administrative Agent for posting on behalf of the Lead Borrower on SyndTrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); (iii) on which executed certificates or other documents are faxed to the Administrative Agent (or electronically mailed to an address provided by the Administrative Agent); or (iv) in respect of the items required to be delivered pursuant to Section 5.01(k) in respect of information filed by Holdings or its applicable Parent Company with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities (other than Form 10-Q reports and Form 10-K reports described in Sections 5.01(a) and (b), respectively), on which such items have been made available on the SEC website or the website of the relevant analogous governmental or private regulatory authority or securities exchange.

Notwithstanding the foregoing, the obligations in paragraphs (a), (b) and (h) of this Section 5.01 may be satisfied with respect to any financial statements of Holdings by furnishing (A) the applicable financial statements of Holdings (or any other Parent Company) or (B) Holdings' (or any other Parent Company's), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC or any securities exchange, in each case, within the time periods specified in such paragraphs; provided that, with respect to each of clauses (A) and (B), (i) to the extent such financial statements relate to any Parent Company, such financial statements shall be accompanied by consolidating information that summarizes in reasonable detail the differences between the information relating to such Parent Company, on the one hand, and the information relating to Holdings on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of Holdings as having been fairly presented in all material respects and (ii) to the extent such statements are in lieu of statements required to be provided under Section 5.01(b), such statements shall be accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall satisfy the applicable requirements set forth in Section 5.01(b).

Section 5.02 Existence. Except as otherwise permitted under Section 6.07, Holdings and each Borrower will, and the Lead Borrower will cause each of its Restricted Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights, franchises, licenses and permits material to its business except, other than with respect to the preservation of the existence of the Lead Borrower, to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither Holdings nor the Lead Borrower nor any of the Lead Borrower's Restricted Subsidiaries shall be required to preserve any such existence (other than with respect to the preservation of existence of the Lead Borrower), right, franchise, license or permit if a Responsible Officer of such Person or such Person's board of directors (or similar governing body) determines that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03 Payment of Taxes. Holdings and the Borrowers will, and the Lead Borrower will cause each of its Restricted Subsidiaries to, pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income or businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as are required in conformity with GAAP, have been made therefor, and (ii) in the case of a Tax which has or may become a Lien against any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or (b) failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Maintenance of Properties. The Borrowers will, and the Lead Borrower will cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of the Lead Borrower and its Restricted Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as expressly permitted by this Agreement or where the failure to maintain such properties or make such repairs, renewals or replacements could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, the Lead Borrower will maintain or cause to be maintained, with financially sound and reputable insurers, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Lead Borrower and its Restricted Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons, including flood insurance with respect to each Flood Hazard Property, in each case in compliance with the Flood Insurance Laws (where applicable). Each such policy of insurance shall (i) name the Administrative Agent on behalf of the Lenders as an additional insured thereunder as its interests may appear and (ii) to the extent available from the relevant insurance carrier, in the case of each casualty insurance policy (excluding any business interruption insurance policy), contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Lenders as the loss payee thereunder and, to the extent available, provide for at least 30 days' prior written notice to the Administrative Agent of any modification or cancellation of such policy (or 10 days' prior written notice in the case of the failure to pay any premiums thereunder).

Section 5.06 Inspections.

(a) The Borrowers will, and the Lead Borrower will cause each of its Restricted Subsidiaries to, permit any authorized representative designated by the Administrative Agent to visit and inspect any of the properties of any Borrower and any of their Restricted Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its and their respective financial and accounting records, and to discuss its and their respective affairs, finances and accounts with its and their Responsible Officers and independent public accountants (provided that any Borrower (or any of its subsidiaries) may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice and at reasonable times during normal

business hours; provided that, excluding such visits and inspections during the continuation of an Event of Default, (x) only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 5.06, (y) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (z) only one such time per calendar year shall be at the expense of the Borrowers; provided further that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice; provided further that, notwithstanding anything to the contrary herein, neither the Borrowers nor any Restricted Subsidiary shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Borrowers and their subsidiaries and/or any of its customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives or contractors) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

(b) At reasonable times during normal business hours, with reasonable coordination and upon reasonable prior notice that the Administrative Agent requests, each Loan Party will grant access to the Administrative Agent (including employees of Administrative Agent or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent) to its books, records, Accounts and Inventory so that the Administrative Agent or an Approved Appraiser may conduct such inventory appraisals, field examinations, verifications and evaluations as the Administrative Agent may deem necessary or appropriate and the reasonable and documented expenses incurred in respect thereof shall be payable by the Borrowers subject to the limitations in this Section 5.06(b); provided that (i) unless a Specified Default exists, the Administrative Agent shall not conduct more than (A) one field examination and one inventory appraisal with respect to the Collateral in each calendar year (but for the calendar year ending December 31, 2016, only after August 31, 2016), (B) one additional field examination and one additional inventory appraisal with respect to the Collateral in any Fiscal Year after the date of this Agreement if, at any time during such Fiscal Year, Availability is less than 15% of the Line Cap and (C) one additional field examination and one additional inventory appraisal in any Fiscal Year during which a Liquidity Period exists, (ii) when a Specified Default exists, the Administrative Agent may conduct field examinations and inventory appraisals of the type described in this clause (b) at any time and (iii) the Administrative Agent may conduct additional field exams or appraisals requested or consented to by Lead Borrower from time to time in its sole discretion.

Section 5.07 Maintenance of Books and Records. Holdings and the Borrowers will, and will cause their Restricted Subsidiaries to, maintain proper books of record and account containing entries of all material financial transactions and matters involving the assets and business of the Lead Borrower and its Restricted Subsidiaries that are full, true and correct in all material respects and permit the preparation of consolidated financial statements in accordance with GAAP.

Section 5.08 Compliance with Laws. Holdings and the Lead Borrower will, and will cause each of its Restricted Subsidiaries to, comply with the requirements of (i) OFAC and the FCPA applicable to it and (ii) all applicable laws, rules, regulations and orders of any Governmental Authority (including ERISA, all Environmental Laws, the USA PATRIOT Act and the UK Bribery Act 2010), except, in the case of clause (ii), to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

Section 5.09 Environmental.

(a) Environmental Disclosure. The Lead Borrower will deliver to the Administrative Agent:

(i) as soon as practicable following receipt thereof, copies of all non-privileged environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of the Lead Borrower or any of its Restricted Subsidiaries or by independent consultants, governmental authorities or any other Persons, with respect to significant environmental matters at the Lead Borrower or any Restricted Subsidiaries' Facilities, or with respect to any Environmental Claims that, in each case might reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Lead Borrower or any of its Restricted Subsidiaries to any federal, state, provincial or local governmental or regulatory agency under any applicable Environmental Laws that could reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by the Lead Borrower or any of its Restricted Subsidiaries or any other Person of which the Lead Borrower or any of its Restricted Subsidiaries has knowledge in response to (1) any Hazardous Materials Activity the existence of which has a reasonable possibility of resulting in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claim that, individually or in the aggregate, has a reasonable possibility of resulting in a Material Adverse Effect and (C) discovery by the Lead Borrower or any subsidiary of any occurrence or condition on any real property adjoining or in the vicinity of any Facility that reasonably could be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the sending or receipt thereof by the Lead Borrower or any of its Restricted Subsidiaries, a copy of any and all written communications with respect to (A) any Environmental Claim that, individually or in the aggregate, has a reasonable possibility of giving rise to a Material Adverse Effect, (B) any Release required to be reported by the Lead Borrower or any of its Restricted Subsidiaries to any federal, state, provincial or local governmental or regulatory agency that reasonably could be expected to have a Material Adverse Effect, and (C) any request made to the Lead Borrower or any of its Restricted Subsidiaries for information from any governmental agency that suggests such agency is investigating whether the Lead Borrower or any of its Restricted Subsidiaries may be potentially responsible for any Hazardous Materials Activity which is reasonably expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets, or property by the Lead Borrower or any of its Restricted Subsidiaries that could reasonably be expected to expose the Lead Borrower or any of its Restricted Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by the Lead Borrower or any of its Restricted Subsidiaries to modify current operations in a manner that could subject the Lead Borrower or any of its Restricted Subsidiaries to any additional obligations or requirements under any Environmental Law that are reasonably likely to have a Material Adverse Effect; and

(v) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Administrative Agent in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. The Lead Borrower will, and will cause each of its Restricted Subsidiaries to promptly take, any and all actions necessary to (i) cure any noncompliance with applicable Environmental Laws by the Lead Borrower or its Restricted Subsidiaries, and address with appropriate corrective or remedial action any Release or threatened Release of Hazardous Materials at or from any Facility, in each case, that could reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against the Lead Borrower or any of its Restricted Subsidiaries and discharge any obligations it may have to any Person thereunder, in each case, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 Designation of Subsidiaries. The board of directors (or equivalent governing body) of the Lead Borrower may at any time after the Closing Date designate (or redesignate) any subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default or Event of Default exists (including after giving effect to the reclassification of Investments in, Indebtedness of and Liens on the assets of, the applicable Restricted Subsidiary or Unrestricted Subsidiary), (ii) after giving effect thereto on a Pro Forma Basis, no Overadvance shall exist, (iii) no subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for purposes of the Term Loan Facility or Senior Notes and (iv) as of the date of the designation thereof, no Unrestricted Subsidiary shall own any Capital Stock in any Restricted Subsidiary of the Lead Borrower or hold any Indebtedness of or any Lien on any property of the Lead Borrower or its Restricted Subsidiaries. The designation of any subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Lead Borrower therein at the date of designation in an amount equal to the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Lead Borrower's equity interest therein as reasonably estimated by the Lead Borrower (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.06). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence or making, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such Restricted Subsidiary, as applicable; provided that upon a re-designation of any Unrestricted Subsidiary as a Restricted Subsidiary, the Lead Borrower shall be deemed to continue to have an Investment in the resulting Restricted Subsidiary in an amount (if positive) equal to (a) the Lead Borrower's "Investment" in such Restricted Subsidiary at the time of such re-designation, *less* (b) the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Lead Borrower's equity therein at the time of such re-designation. As of the Closing Date, the subsidiaries listed onSchedule 5.10 have been designated as Unrestricted Subsidiaries.

Section 5.11 Use of Proceeds. Each Borrower shall use proceeds of the Initial Revolving Loans (a) on the Closing Date, in an aggregate principal amount of up to $75,000,000 to finance a portion of the Transactions (including the payment of Transaction Costs) and for working capital needs and other general corporate purposes and (b) after the Closing Date, to finance the working capital needs and other general corporate purposes of the Lead Borrower and its subsidiaries (including for capital expenditures, acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses (in each case, including in connection with the Reorganization), other Investments, Restricted Payments and any other purpose not prohibited by the terms of the Loan Documents). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulation U or X.

Section 5.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon (i) the formation or acquisition after the Closing Date of any Restricted Subsidiary that is a Domestic Subsidiary, (ii) at any time after the Canadian Borrowing Base Effective Date, the formation or acquisition after the Closing Date of any Restricted Subsidiary that is a Canadian

Subsidiary of an existing Canadian Loan Party that has assets that will be included in the Canadian Borrowing Base, (iii) at any time after the European Borrowing Base Effective Date, the formation or acquisition after the Closing Date of any Restricted Subsidiary that is a European Subsidiary of an existing European Loan Party that has assets that will be included in the European Borrowing Base, (iv) the designation of any Unrestricted Subsidiary as a Restricted Subsidiary (with respect to US Secured Obligations, to apply only to the designation of an Unrestricted Subsidiary that is a Domestic Subsidiary), (v) any Restricted Subsidiary ceasing to be an Immaterial Subsidiary (with respect to US Secured Obligations, to apply only to a Restricted Subsidiary that is a Domestic Subsidiary) or (vi) any Restricted Subsidiary that is an Immaterial Subsidiary ceasing to be an Excluded Subsidiary, (x) if the event giving rise to the obligation under this Section 5.12(a) occurs during any one of the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) for the Fiscal Quarter in which the relevant formation, acquisition, designation or cessation occurred or (y) if the event giving rise to the obligation under this Section 5.12(a) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in the cases of clauses (x) and (y), such longer period as the Administrative Agent may reasonably agree), the Lead Borrower shall cause such Restricted Subsidiary (other than any Excluded Subsidiary) to comply with the requirements set forth in clause (a) of the definition of "Collateral and Guarantee Requirement".

(b) Within 90 days after the acquisition by any US Loan Party of any Material Real Estate Asset other than any Excluded Asset (or such longer period as the Administrative Agent may reasonably agree), the Lead Borrower shall cause such US Loan Party to comply with the requirements set forth in clause (b) of the definition of "Collateral and Guarantee Requirement", it being understood and agreed that, with respect to any Material Real Estate Asset owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a US Loan Party under Section 5.12(a), such Material Real Estate Asset shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a US Loan Party under Section 5.12(a).

Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Administrative Agent may grant extensions of time for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Loan Guaranty by any Restricted Subsidiary (in connection with assets acquired, or Restricted Subsidiaries formed or acquired, after the Closing Date) where it reasonably determines, in consultation with the Borrower, that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Collateral Documents, and each Lender hereby consents to any such extension of time, (ii) any Lien required to be granted from time to time pursuant to the definition of "Collateral and Guarantee Requirement" shall be subject to the exceptions and limitations set forth in the Collateral Documents, (iii) except as otherwise required by Section 5.16, perfection by control shall not be required with respect to assets requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control of pledged Capital Stock and/or Material Debt Instruments), (iv) no Loan Party shall be required to seek any landlord lien waiver, bailee letter, estoppel, warehouseman waiver or other collateral access or similar letter or agreement; (v) no US Loan Party will be required to (1) take any action outside of the U.S. to perfect any security interest in any of its asset located outside of the U.S. or (2) execute any foreign law security agreement, pledge agreement, mortgage, deed or charge; (vi) in no event will the Collateral include any Excluded Assets, (vii) no action shall be required to perfect any Lien with respect to (x) any vehicle or other asset subject to a certificate of title and/or (y) Letter-of-Credit Rights to the extent that a security interest therein cannot be perfected by filing a Form UCC-1 (or similar) financing statement or PPSA financing statement and (viii) the Administrative Agent shall not require the taking of a Lien on, or

require the perfection of any Lien granted in, those assets as to which the cost of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) is excessive in relation to the benefit to the Lenders of the security afforded thereby as reasonably determined by the Lead Borrower and the Administrative Agent. No Canadian Loan Party or European Loan Party shall be deemed to have provided a Loan Guaranty in respect of any US Obligation.

For the avoidance of doubt, it is understood, agreed and intended by the parties hereto that, notwithstanding anything to the contrary herein or in any other Loan Document, with respect to any Credit Extension, Overadvance or Protective Advance made to the US Borrower, (i) under no circumstance shall the Administrative Agent, any Lender or any Participant have recourse to more than 65% of the voting Capital Stock of any CFC and (ii) under no circumstance shall any CFC or any direct or indirect subsidiary of a CFC be a Guarantor hereunder or under any Loan Document or in any other way be required to comply with the requirements set forth in clause (a) of the definition of "Collateral and Guarantee Requirement"; provided that this clause (ii) shall not apply to any direct or indirect subsidiary of Potters LP or Potters GP that is a Guarantor as of the date hereof to the extent this clause would otherwise apply solely by reason of Potters LP or Potters GP becoming a CFC after the date hereof.

Section 5.13 [Reserved].

Section 5.14 Post-Closing Matters.

(a) On or prior to the date that is 30 days after the Closing Date or such later date as the Administrative Agent reasonably agrees to in writing, with respect to each Patent, Patent application, registered Trademark, or Trademark application issued by, registered with, or applied for in the United States Patent and Trademark Office ("**USPTO**") and included in the Collateral (the "**Registered Patent and Trademark Collateral**") for which Eco Services Operations LLC is the record owner, the Loan Parties shall file in the USPTO the certificate of merger between Eco Services Operations LLC and PQ Corporation, and the assignment from PQ Corporation to Eco Services Operations Corporation, and any other appropriate documents to reflect the proper record ownership of such Registered Patent and Trademark Collateral.

(b) On or prior to the date that is 120 days after the Closing Date or such later date as the Administrative Agent reasonably agrees to in writing, the US Borrower and each other US Loan Party, as applicable, shall comply with the requirements set forth in clause (b) of the definition of "Collateral and Guarantee Requirement" with respect to the real property listed on Schedule 1.01(b).

Section 5.15 Further Assurances. Promptly upon request of the Administrative Agent and subject to the limitations described in Section 5.12:

(a) The Lead Borrower will, and will cause each other Loan Party to, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgments and take all such further actions (including the filing and recordation of financing statements, fixture filings, Mortgages and/or amendments thereto and other documents), that may be required under any applicable law and which the Administrative Agent may request to ensure the creation, perfection and priority of the Liens created or intended to be created under the Collateral Documents, all at the expense of the relevant Loan Parties.

(b) The Lead Borrower will, and will cause each other Loan Party to, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, certificates, assurances and other instruments as the Administrative Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Collateral Documents.

Section 5.16 Cash Management.

(a) Each Loan Party shall, within 120 days after the Closing Date (or such longer period as the Administrative Agent may agree in its reasonable discretion (such consent not to be unreasonably withheld, delayed or conditioned)), (i) in the case of any US Loan Party, require that all cash payments in respect of Accounts owed to such US Loan Party be remitted to a lockbox maintained by any US Loan Party (the "**US Lockbox**") or a Material Account of any US Loan Party, (ii) in the case of any Canadian Loan Party, require that all cash payments of Accounts owed to any Canadian Loan Party be remitted to a lockbox maintained by any Canadian Loan Party (the "**Canadian Lockbox**") or a Material Account of any Canadian Loan Party, (iii) in the case of any European Loan Party, require that all cash payments of Accounts owed to any European Loan Party be remitted to a lockbox maintained by any European Loan Party (the "**European Lockbox**" and, together with the US Lockbox and the Canadian Lockbox, the "**Lockboxes**") or a Material Account of any European Loan Party, (iv) instruct the financial institution that maintains any US Lockbox to cause all amounts on deposit and available at the close of each Business Day in such Lockbox (net of any Required Minimum Balance), to be swept to a concentration deposit account maintained by any US Loan Party (each, a "**US Concentration Account**") not less frequently than on a daily basis, (v) instruct the financial institution that maintains such Canadian Lockbox to cause all amounts on deposit and available at the close of each Business Day in such Lockbox (net of any Required Minimum Balance), to be swept to a concentration deposit account maintained by any Canadian Loan Party (each, a "**Canadian Concentration Account**") not less frequently than on a daily basis, (vi) instruct the financial institution that maintains such European Lockbox to cause all amounts on deposit and available at the close of each Business Day in such Lockbox (net of any Required Minimum Balance), to be swept to a concentration deposit account maintained by any European Loan Party (each, a "**European Concentration Account**" and, together with the US Concentration Account and the Canadian Concentration Account, the "**Concentration Accounts**") not less frequently than on a daily basis; (vii) enter into a blocked account agreement (each, a "**Blocked Account Agreement**"), in form reasonably satisfactory to the Administrative Agent, with the applicable Loan Party, the Administrative Agent and any financial institution with which such Loan Party maintains a Concentration Account or Material Account (collectively, the "**Blocked Accounts**") and (viii) deposit (or cause to be deposited) promptly (and in any event no later than the first Business Day after receipt thereof) all collections on Accounts (including those sent directly by an Account Debtor) into a Blocked Account covered by a Blocked Account Agreement. From and after the 120th day after the Closing Date (or such longer period as the Administrative Agent may agree in its reasonable discretion (such consent not to be unreasonably withheld, delayed or conditioned)), each Loan Party shall ensure that this Section 5.16(a) is satisfied at all times.

(b) Each Blocked Account Agreement relating to any Blocked Account shall require, after the delivery of notice of a Cash Dominion Period by the Administrative Agent to the Lead Borrower and the other parties to such instrument or agreement (which the Administrative Agent may, or upon the request of the Required Lenders shall, provide upon its becoming aware of such a Cash Dominion Period), by ACH or wire transfer no less frequently than once per Business Day (unless the Termination Date has occurred), of all available Cash balances, Cash receipts and Cash Equivalents, including the ledger balance of each Blocked Account (net of such minimum balance, not to exceed $250,000 per account or $2,000,000 in the aggregate for all such accounts, as may be required to be maintained in the subject Blocked Account by the bank at which such Blocked Account is maintained (the "**Required Minimum Balances**")), to an account maintained under the sole dominion and control of the Administrative Agent (the "**Administrative Agent Account**"). All amounts received in the

Administrative Agent Account shall be applied (and allocated) by the Administrative Agent in accordance with Section 2.11(a)(iii)); provided that if the circumstances described in Sections 2.18(b) or (c) are applicable, such amounts shall be applied in accordance with suchSections 2.18(b) and (c). In such event, each Loan Party agrees that it will not otherwise direct the proceeds of any Blocked Account.

(c) Provided that no Event of Default exists, the Loan Parties may close any then-existing Deposit Account or Securities Account. The Loan Parties may open any new Deposit Account or Securities Account, subject, unless such Deposit Account or Securities Account constitutes an Excluded Account or otherwise constitutes an Excluded Asset (provided that upon such Deposit Account or Securities Account ceasing to constitute an Excluded Account and an Excluded Asset, such Deposit Account or Securities Account shall be subject to this Section 5.16), to the execution and delivery to the Administrative Agent of a Blocked Account Agreement in respect of such newly opened Deposit Account or Securities Account consistent with the provisions of this Section 5.16 and otherwise reasonably satisfactory to the Administrative Agent and the Collateral Agents within 90 days of the opening thereof (or such longer period as the Administrative Agent may reasonably agree); it being understood and agreed that, (x) notwithstanding the foregoing, in the event such newly opened Deposit Account or Securities Account constitutes a Concentration Account such Concentration Account shall be subject to a Blocked Account Agreement consistent with the provisions of this Section 5.16 and otherwise reasonably satisfactory to the Administrative Agent and the Collateral Agents from and after the date of opening thereof (or such longer period as the Administrative Agent may reasonably agree) and (y) in the event that any Loan Party acquires any Deposit Account or Securities Account in connection with any Subject Transaction, such Loan Party shall be required to enter into a Blocked Account Agreement with respect to such acquired Deposit Account or Securities Account within 120 days following the date of such Subject Transaction (or such longer period as the Administrative Agent may reasonably agree) unless such Loan Party has closed such Deposit Account or Securities Account (or such Deposit Account or Securities Account constitutes an Excluded Account or otherwise constitutes an Excluded Asset) prior to such time.

(d) The Administrative Agent Account shall at all times be under the sole dominion and control of the Administrative Agent. Each Loan Party hereby acknowledges and agrees that (i) such Loan Party has no right of withdrawal from the Administrative Agent Account (except as provided in Section 2.11(a)(iii) or Sections 2.18(b) and (c)), (ii) the funds on deposit in the Administrative Agent Account shall at all times continue to be collateral security for all of the applicable Secured Obligations, and (iii) the funds on deposit in the Administrative Agent Account shall be applied as provided in this Agreement and, to the extent such funds constitute US Collateral, the ABL Intercreditor Agreement. In the event that, notwithstanding the provisions of this Section 5.16, any Loan Party receives or otherwise has dominion and/or control of any amount required to be transferred to the Administrative Agent Account pursuant to Section 5.16(b), such amount shall be held in trust by such Loan Party for the Administrative Agent, and shall promptly be deposited into the Administrative Agent Account or otherwise transferred in such manner as the Administrative Agent may request.

(e) Upon the commencement of a Cash Dominion Period and for so long as the same is continuing, upon delivery of notice by the Administrative Agent to the Lead Borrower (which the Administrative Agent may, or upon the request of the Required Lenders shall, provide upon its becoming aware of such a Cash Dominion Period), the Administrative Agent may direct that all amounts in the Blocked Accounts be paid to the Administrative Agent Account. So long as no Cash Dominion Period is continuing in respect of which the Administrative Agent has delivered the notice contemplated by this Section 5.16, each relevant Loan Party may direct, and shall have sole control over, the disposition of funds in the Blocked Accounts.

(f) Any amount held or received in the Administrative Agent Account (including all interest and other earnings with respect thereto, if any) at any time (i) when the Termination Date has occurred or (ii) all Events of Default have been cured and no Cash Dominion Period exists, shall (subject, in the case of clause (i), to the provisions of any Acceptable Intercreditor Agreement) be remitted to an account of the applicable Loan Party (or if requested by any Loan Party, to the Lead Borrower on its behalf).

(g) Following the commencement of any Cash Dominion Period (other than by reason of an Event of Default pursuant to Section 7.01(a), 7.01(f) or 7.01(g), except to the extent necessary for one or more officers or directors of Holdings, the Lead Borrower or any of its subsidiaries to avoid personal or criminal liability under applicable Requirements of Law), in the event that any Blocked Account or the Administrative Agent Account contains identifiable Tax and Trust Funds, the Lead Borrower (acting in good faith) may, within 30 days after such Tax and Trust Funds are received in such Blocked Account or Administrative Agent Account, deliver to the Administrative Agent a Trust Fund Certificate. Notwithstanding anything to the contrary herein or in any other Loan Document, within five Business Days following receipt of a Trust Fund Certificate, the Administrative Agent shall remit from such Blocked Account or Administrative Agent Account (in each case excluding amounts previously deposited to cash collateralize Letters of Credit hereunder), as applicable, the lesser of (a) the amount of Tax and Trust Funds specified in the Trust Fund Certificate, (b) the Availability on the date of such remittance and (c) the amount on deposit in such Blocked Account or Administrative Account on the date of delivery of such Trust Fund Certificate, at the option of the Administrative Agent, (x) to the applicable Loan Party or (y) on behalf of the applicable Loan Party directly to the Person entitled to such Tax and Trust Funds; provided that in no event shall the Administrative Agent be required to remit any amount pursuant to this Section 5.16(g) to the extent that such amount was previously distributed in accordance with Section 2.11(a)(iii) (or otherwise applied in accordance with Section 2.18(b) or (c) as applicable). If any such amount is remitted to any Loan Party, such Loan Party shall apply such amount solely for the purpose set forth in the applicable Trust Fund Certificate on or prior to the date due; it being understood that the Administrative Agent shall not apply any amount consisting of identifiable Tax and Trust Funds pursuant to Section 2.11(a)(iii) (or otherwise applied in accordance with Section 2.18(b) or (c) as applicable) following its receipt of a Trust Fund Certificate.

Section 5.17 Centre of Main Interest. Other than in connection with any fundamental change, disposition or other transaction not prohibited by this Agreement and provided that to do so would not reasonably be expected to be materially prejudicial to the interests of the Lenders (taken as a whole) under the Loan Documents, no European Loan Party shall, without the prior written consent of the Administrative Agent, take any action that shall cause its centre of main interests (as that term is used in Article 3(1) of the Insolvency Regulation (Council Regulation (EC) No.1346/2000 29 May 2000 on Insolvency Proceedings)) to be situated outside of its jurisdiction of incorporation, or cause it to have an establishment (as that term is used in Article 2(h) of the Insolvency Regulation) situated outside of its jurisdiction of incorporation.

Section 5.18 UK Pensions.

(a) Each UK Loan Party shall ensure that the UK DB Plan is funded in compliance with the statutory funding objective under sections 221 and 222 of the Pensions Act 2004 (UK) and that no action or omission is taken by any person in relation to the UK DB Plan which has or is reasonably likely to have a Material Adverse Effect;

(b) Other than in respect of the UK DB Plan, each UK Loan Party shall ensure that it is not or has not been at any time an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004 (UK)) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pension Schemes Act 1993(UK)) or "connected" with or an "associate" of (as those terms are defined in sections 38 or 43 of the Pensions Act 2004(UK)) such an employer;

(c) Each UK Loan Party shall, as soon as reasonably practicable, notify the Administrative Agent of any investigation by the Pensions Regulator which may lead to the issue of a Financial Support Direction or a Contribution Notice that could reasonably be expected to have a Material Adverse Effect.

ARTICLE 6

NEGATIVE COVENANTS

From the Closing Date and until the Termination Date has occurred, (i) in the case of Holdings, solely with respect toSection 6.14 and (ii) the Borrowers covenant and agree with the Lenders that:

Section 6.01 Indebtedness. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Secured Obligations (including any Additional Revolving Loans);

(b) Indebtedness of the Lead Borrower to any Restricted Subsidiary and/or of any Restricted Subsidiary to the Lead Borrower or any other Restricted Subsidiary; provided that in the case of any Indebtedness of any Restricted Subsidiary that is not a Loan Party owing to a Loan Party, such Indebtedness shall be permitted as an Investment by Section 6.06; provided further that any Indebtedness of any Loan Party to any Restricted Subsidiary that is not a Loan Party must be subject to the Global Intercompany Note or otherwise expressly subordinated to the Obligations of such Loan Party on terms that are reasonably acceptable to the Administrative Agent);

(c) Indebtedness in respect of (i) the Senior Notes (including any guarantees thereof) and (ii)(A) any Term Loan Facility and any "Incremental Loans" or "Incremental Equivalent Debt" (each as defined in the Term Loan Credit Agreement or any equivalent term under any Term Facility) in an aggregate outstanding principal (or committed) amount not to exceed $1,200,000,000 on the Closing Date plus (B) the aggregate principal amount of such "Incremental Loans" or "Incremental Equivalent Debt" so long as the sum of the aggregate outstanding amount of any such "Incremental Loans" or "Incremental Equivalent Debt" do not exceed the Incremental Cap (as defined in the Term Loan Credit Agreement) and (C) any "Secured Banking Services Obligations" and "Secured Hedging Obligations", as such terms are defined in the Term Loan Credit Agreement or any equivalent term in any other Term Facility;

(d) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price or similar obligations (including contingentearn-out obligations) incurred in connection with any Disposition permitted hereunder, any acquisition permitted hereunder or consummated prior to the Closing Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Lead Borrower or any such Restricted Subsidiary pursuant to any such agreement;

(e) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(f) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary in respect of commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and Deposit Accounts, including Banking Services Obligations and dealer incentive, supplier finance or similar programs;

(g) (i) guaranties by the Lead Borrower and/or any Restricted Subsidiary of the obligations of suppliers, customersand licensees in the ordinary course of business, (ii) Indebtedness incurred in the ordinary course of business in respect of obligations of the Lead Borrower and/or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(h) Guarantees by the Lead Borrower and/or any Restricted Subsidiary of Indebtedness or other obligations of the Lead Borrower and/or any Restricted Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 or other obligations not prohibited by this Agreement; provided that in the case of any Guarantee by any Loan Party of the obligations of any non-Loan Party, the related Investment is permitted under Section 6.06;

(i) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary existing, or pursuant to commitments existing, on the Closing Date and described on Schedule 6.01;

(j) Indebtedness of Restricted Subsidiaries that are not Loan Parties; provided that the aggregate outstanding principal amount of such Indebtedness shall not exceed (together with all Indebtedness incurred under Section 6.01(n) or Section 6.01(w) by Restricted Subsidiaries that are not Loan Parties) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(k) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, license or similar agreements entered into in the ordinary course of business;

(l) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary consisting of (i) the financing of insurance premiums,(ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(m) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary with respect to Capital Leases and purchase money Indebtedness incurred prior to or within 270 days of the acquisition, lease, completion of construction, repair of, replacement, improvement to or installation of assets in an aggregate outstanding principal amount not to exceed the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(n) Indebtedness of any Person that becomes a Restricted Subsidiary or Indebtedness assumed in connection with an acquisition permitted hereunder after the Closing Date; provided that (i) such Indebtedness (A) existed at the time such Person became a Restricted Subsidiary or the assets subject to such Indebtedness were acquired and (B) was not created or incurred in anticipation thereof,

(ii) no Event of Default exists or would result after giving pro forma effect to such acquisition, (iii) after giving effect to such acquisition on a Pro Forma Basis (without "netting" the Cash proceeds of such Indebtedness), (A) if such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Secured Obligations, the Senior Secured Leverage Ratio would not exceed the greater of (x) 3.95:1.00 and (y) the Senior Secured Leverage Ratio as of the last day of the most recently ended Test Period, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien securing the Secured Obligations, the Secured Leverage Ratio would not exceed the greater of (x) 4.70:1.00 and (y) the Secured Leverage Ratio as of the last day of the most recently ended Test Period, or (C) if such Indebtedness is unsecured or is secured by assets of Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio would not exceed the greater of (x) 5.80:1.00 and (y) the Total Leverage Ratio as of the last day of the most recently ended Test Period, and (iv) the aggregate outstanding principal amount of such Indebtedness of Restricted Subsidiaries that are not Loan Parties shall not exceed (together with all Indebtedness incurred under Section 6.01(j) or Section 6.01(w) by Restricted Subsidiaries that are not Loan Parties) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(o) Indebtedness consisting of promissory notes issued by Holdings, the Lead Borrower or any Restricted Subsidiary to any stockholder of any Parent Company or any current or former director, officer, employee, member of management, manager or consultant of any Parent Company, the Lead Borrower or any subsidiary (or their respective Immediate Family Members) to finance the purchase or redemption of Capital Stock of any Parent Company permitted by Section 6.04(a);

(p) the Lead Borrower and its Restricted Subsidiaries may become and remain liable for any Indebtedness refinancing, refunding or replacing any Indebtedness permitted under clauses (a), (c), (i), (j), (m), (n), (o), (q), (r), (t), (u), (w), (x) and (y) of this Section 6.01 (in any case, including any refinancing Indebtedness incurred in respect thereof, "**Refinancing Indebtedness**") and any subsequent Refinancing Indebtedness in respect thereof; provided that (i) the principal amount of such Indebtedness does not exceed the principal amount of the Indebtedness being refinanced, refunded or replaced, except by (A) an amount equal to unpaid accrued interest and premiums (including tender premiums) thereon *plus* underwriting discounts, other reasonable and customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection with the relevant refinancing, refunding or replacement, (B) an amount equal to any existing commitments unutilized thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 6.01 (provided that (1) any additional Indebtedness referenced in this clause (C) satisfies the other applicable requirements of this definition (with additional amounts incurred in reliance on this clause (C) constituting a utilization of the relevant basket or exception pursuant to which such additional amount is permitted) and (2) if such additional Indebtedness is secured, the Lien securing such Indebtedness satisfies the applicable requirements of Section 6.02), (ii) other than in the case of Refinancing Indebtedness with respect to clause (i), (m), (n), (u) or (x), (A) such Indebtedness has a final maturity on or later than (and, in the case of revolving Indebtedness, does not require mandatory commitment reductions, if any, prior to) the final maturity of the Indebtedness being refinanced, refunded or replaced and (B) other than with respect to revolving Indebtedness, a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being refinanced, refunded or replaced, (iii) the terms of any Refinancing Indebtedness with an original principal amount in excess of the Threshold Amount (excluding pricing, fees, premiums, rate floors, optional prepayment or redemption terms (and, if applicable, subordination terms) and, with respect to Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) above, security), are not, taken as a whole (as reasonably determined by the Lead Borrower), more favorable to the lenders providing such Indebtedness than those applicable to the Indebtedness being refinanced, refunded or replaced (other than any covenants or any other provisions applicable only to periods after the Latest Maturity Date as of such date or any covenants or provisions which are then-current market terms for the applicable type of

Indebtedness), (iv) in the case of Refinancing Indebtedness with respect to Indebtedness permitted under clauses (j), (m), (u), (w) (solely as it relates to clause (1) of the proviso thereto) and (y) of this Section 6.01, the incurrence thereof shall be without duplication of any amounts outstanding in reliance on the relevant clause, (v) except in the case of Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) of this Section 6.01 (it being understood that Holdings may not be the primary obligor of the applicable Refinancing Indebtedness if Holdings was not the primary obligor on the relevant refinanced Indebtedness), (A) such Indebtedness is secured only by Permitted Liens at the time of such refinancing, refunding or replacement (it being understood that secured Indebtedness may be refinanced with unsecured Indebtedness), (B) such Indebtedness is incurred by the obligor or obligors in respect of the Indebtedness being refinanced, refunded or replaced, except to the extent otherwise permitted pursuant to Section 6.01 and (C) if the Indebtedness being refinanced, refunded or replaced was originally contractually subordinated to the Obligations in right of payment (or the Liens securing such Indebtedness were originally contractually subordinated to the Liens on the Collateral securing the Secured Obligations), such Indebtedness is contractually subordinated to the Obligations in right of payment (or the Liens securing such Indebtedness are subordinated to the Liens on the Collateral securing the Secured Obligations) on terms not materially less favorable (as reasonably determined by the Lead Borrower), taken as a whole, to the Lenders than those applicable to the Indebtedness (or Liens, as applicable) being refinanced, refunded or replaced, taken as a whole, (vi) except in the case of Refinancing Indebtedness with respect to clause (a) of this Section 6.01, as of the date of the incurrence of such Indebtedness and after giving effect thereto, no Event of Default exists and (vii) in the case of Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) of this Section 6.01, (A) such Indebtedness is *pari passu* or junior in right of payment and secured by the Collateral on a *pari passu* or junior basis with respect to the remaining Obligations hereunder, or is unsecured; provided that any such Indebtedness that is *pari passu* or junior with respect to the Collateral shall be subject to an Acceptable Intercreditor Agreement, (B) if the Indebtedness being refinanced, refunded or replaced is secured, it is not secured by any assets other than the Collateral, (C) if the Indebtedness being refinanced, refunded or replaced is Guaranteed, it shall not be Guaranteed by any Person other than a Loan Party and (D) such Indebtedness is incurred under (and pursuant to) documentation other than this Agreement, in each case as the Lead Borrower and the relevant lender may agree;

(q) Indebtedness incurred to finance acquisitions permitted hereunder after the Closing Date; provided that (i) before and after giving effect to such acquisition on a Pro Forma Basis, no Event of Default exists, (ii) after giving effect to such acquisition on a Pro Forma Basis (without "netting" the Cash proceeds of such Indebtedness), (A) if such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Secured Obligations, the Senior Secured Leverage Ratio would not exceed the greater of (x) 3.95:1.00 and (y) the Senior Secured Leverage Ratio as of the last day of the most recently ended Test Period, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien securing the Secured Obligations, the Secured Leverage Ratio would not exceed the greater of (x) 4.70:1.00 and (y) the Secured Leverage Ratio as of the last day of the most recently ended Test Period, or (C) if such Indebtedness is unsecured or is secured by assets of Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio would not exceed the greater of (x) 5.80:1.00 and (y) the Total Leverage Ratio as of the last day of the most recently ended Test Period and (iii) any such Indebtedness that is secured by a Lien on (x) the Collateral or subordinated to the Obligations in right of payment or security shall be subject to an Acceptable Intercreditor Agreement (y) the ABL Priority Collateral shall be secured on a junior basis to the Obligations;

(r) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed 100% of the amount of Net Proceeds received by the Lead Borrower from (i) the issuance or sale of Qualified Capital Stock or (ii) any cash contribution to its common equity with the Net Proceeds from the issuance and sale by any Parent Company of its

Qualified Capital Stock or a contribution to the common equity of any Parent Company, in each case, (A) other than any Net Proceeds received from the sale of Capital Stock to, or contributions from, the Lead Borrower or any of its Restricted Subsidiaries, (B) to the extent the relevant Net Proceeds have not otherwise been applied to make Investments, Restricted Payments or Restricted Debt Payments hereunder and (C) other than Cure Amounts;

(s) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary under any Derivative Transaction not entered into for speculative purposes;

(t) [Reserved];

(u) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed the greater of $200,000,000 and 5.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period;

(v) [Reserved];

(w) additional Indebtedness of the Lead Borrower and/or any Restricted Subsidiary so long as, on a Pro Forma Basis as of the last day of the most recently ended Test Period (without "netting" the Cash proceeds of such Indebtedness), (i) if such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Secured Obligations, the Senior Secured Leverage Ratio would not exceed 3.95:1.00, (ii) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien securing the Secured Obligations, the Secured Leverage Ratio would not exceed 4.70:1.00 or (iii) if such Indebtedness is unsecured or is secured by assets of Restricted Subsidiaries that are not Loan Parties, the Total Leverage Ratio would not exceed 5.80:1.00; provided that (1) the aggregate outstanding principal amount of such Indebtedness of Restricted Subsidiaries that are not Loan Parties shall not exceed (together with all Indebtedness incurred under Section 6.01(j) or Section 6.01(n) by Restricted Subsidiaries that are not Loan Parties) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period and (2) any such Indebtedness that is secured by a Lien on (x) the Collateral or subordinated to the Obligations in right of payment or security shall be subject to an Acceptable Intercreditor Agreement (y) the ABL Priority Collateral shall be secured on a junior basis to the Obligations;

(x) Indebtedness of the Lead Borrower and/or any of its Restricted Subsidiaries incurred in connection with (i) a Specified Lease Transaction or (ii) a NMTC Transaction;

(y) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary incurred in connection with Sale and Lease-Back Transactions permitted pursuant to Section 6.08;

(z) [Reserved];

(aa) Indebtedness (including obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred by the Lead Borrower and/or any Restricted Subsidiary in respect of workers compensation claims, unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(bb) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary representing (i) deferred compensation to directors, officers, employees, members of management, managers, and consultants of any Parent Company, the Lead Borrower and/or any Restricted Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with the Transactions, any Permitted Acquisition or any other Investment permitted hereby;

(cc) Indebtedness of the Lead Borrower and/or any Restricted Subsidiary in respect of any letter of credit or bank guarantee issued in favor of any Issuing Bank to support any Defaulting Lender's participation in Letters of Credit;

(dd) Indebtedness of the Lead Borrower or any Restricted Subsidiary supported by any letter of credit otherwise permitted to be incurred hereunder;

(ee) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Lead Borrower and/or any Restricted Subsidiary in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default under Section 7.01(i);

(ff) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Lead Borrower and/or any Restricted Subsidiary hereunder;

(gg) to the extent constituting Indebtedness, obligations under the Reorganization Agreement; and

(hh) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business.

Section 6.02 Liens. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens securing the Secured Obligations created pursuant to the Loan Documents;

(b) Liens for Taxes which are (i) for amounts not yet overdue by more than 30 days or (ii) being contested in accordance with Section 5.03(a);

(c) statutory Liens (and rights of set-off) of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue by more than 30 days or (ii) for amounts that are overdue by more than 30 days and that are being contested in good faith by appropriate proceedings, so long as adequate reserves or other appropriate provisions required by GAAP shall have been made for any such contested amounts;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to Holdings and its subsidiaries or (y) leases or licenses of property otherwise permitted by this Agreement and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(e) Liens consisting of easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Lead Borrower and/or its Restricted Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(f) Liens consisting of any (i) interest or title of a lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens solely on any Cash earnest money deposits made by the Lead Borrower and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment permitted hereunder;

(h) purported Liens evidenced by the filing of PPSA or precautionary UCC financing statements relating solely to operating leases or consignment or bailee arrangements entered into in the ordinary course of business;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with any zoning, building or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any or dimensions of real property or the structure thereon;

(k) Liens securing Indebtedness permitted pursuant to Section 6.01(p) (solely with respect to the Refinancing Indebtedness permitted pursuant to Sections 6.01(a), (c)(i) (solely with respect to the 2022 Senior Secured Notes), (c)(ii), (i), (j), (m), (n), (q), (t), (u), (w), (x), and (y)); provided that (i) no such Lien extends to any asset not covered by the Lien securing the Indebtedness that is being refinanced and (ii) if the Indebtedness being refinanced was subject to intercreditor arrangements, then any refinancing Indebtedness in respect thereof shall be subject to an Acceptable Intercreditor Agreement or intercreditor arrangements not materially less favorable to the Secured Parties, taken as a whole, than the intercreditor arrangements governing the Indebtedness that is refinanced;

(l) Liens described on Schedule 6.02 and any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 6.01 and (B) proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is permitted by Section 6.01;

(m) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.08;

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(m); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(o) (i) Liens securing Indebtedness permitted pursuant to Section 6.01(n) on the relevant acquired assets or on the Capital Stock and assets of the relevant newly acquired Restricted Subsidiary; provided that no such Lien (x) extends to or covers any other assets (other than the proceeds or products thereof, accessions or additions thereto and improvements thereon) or (y) was created in contemplation of the applicable acquisition of assets or Capital Stock, and (ii) Liens securing Indebtedness incurred pursuant to clause (ii)(A) or (ii)(B) of the proviso in Section 6.01(q);

(p) Liens (i) that are contractual rights of set-off or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Lead Borrower and/or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Lead Borrower and/or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Lead Borrower and/or any Restricted Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business and (ii) encumbering reasonable customary initial deposits and margin deposits;

(q) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Loan Parties (including Capital Stock owned by such Persons) securing Indebtedness of Restricted Subsidiaries that are not Loan Parties permitted pursuant to Section 6.01;

(r) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Lead Borrower and/or its Restricted Subsidiaries;

(s) Liens disclosed in any Mortgage Policy delivered pursuant to Section 5.12 with respect to any Material Real Estate Asset and any replacement, extension or renewal of any such Lien; provided that (i) no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof) and (ii) such Liens do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Lead Borrower and/or its Restricted Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(t) Liens securing Indebtedness incurred pursuant to Section 6.01(w);

(u) other Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of $200,000,000 and 5.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period; provided that any Liens on ABL Collateral securing any Indebtedness pursuant to this clause (u) are junior to the Liens securing the Secured Obligations, and the agent or other representative for the lenders or holders of such Indebtedness has become a party to the ABL Intercreditor Agreement or another Acceptable Intercreditor Agreement;

(v) Liens on assets securing judgments, awards, attachments and/or decrees and notices of *lis pendens* and associated rights relating to litigation being contested in good faith not constituting an Event of Default under Section 7.01(h);

(w) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Lead Borrower and its Restricted Subsidiaries (other than any Immaterial Subsidiary) or (ii) secure any Indebtedness;

(x) Liens on Securities that are the subject of repurchase agreements constituting Investments permitted under Section 6.06 arising out of such repurchase transaction;

(y) Liens securing obligations in respect letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Section 6.01(d), (e), (g), (aa) and (cc);

(z) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business and permitted by this Agreement or (ii) by operation of law under Article 2 of the UCC (or similar law of any jurisdiction);

(aa) Liens (i) in favor of any Loan Party and/or (ii) granted by anynon-Loan Party in favor of any Restricted Subsidiary that is not a Loan Party, in the case of each of clauses (i) and (ii), securing intercompany Indebtedness permitted under Section 6.01;

(bb) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cc) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(dd) Liens securing (i) obligations under Hedge Agreements in connection with any Derivative Transaction of the type described in Section 6.01(s) and/or (ii) obligations of the type described in Section 6.01(f);

(ee) (i) Liens on Capital Stock of joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (ii) customary call/put rights, rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(ff) Liens on cash or Cash Equivalents arising in connection with the defeasance, discharge or redemption of Indebtedness;

(gg) Liens evidenced by the filing of PPSA or UCC financing statements relating to factoring or similar arrangements entered into in the ordinary course of business;

(hh) Liens securing (i) Indebtedness in respect of the 2022 Senior Secured Note Document pursuant to Section 6.01(c)(i) so long as such Liens are subject to the Pari Passu Intercreditor Agreement and (ii) Indebtedness permitted pursuant to Section 6.01(c)(ii) so long as such Liens are subject to the ABL Intercreditor Agreement; and

(ii) Liens arising out of (i) Specified Lease Transaction or (ii) NMTC Transactions.

Section 6.03 No Further Negative Pledges. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations, except with respect to:

(a) specific property to be sold pursuant to any Disposition permitted by Section 6.07;

(b) restrictions contained in any agreement with respect to Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien, but only if such restrictions apply only to the Person or Persons obligated under such Indebtedness and its or their Restricted Subsidiaries or the property or assets securing such Indebtedness;

(c) restrictions contained in the Senior Note Documents and the documentation governing Indebtedness permitted by clauses (c), (j), (m), (n), (q), (r), (u), (w) and/or (x) of Section 6.01 (and clause (p) of Section 6.01 to the extent relating to any refinancing, refunding or replacement of Indebtedness incurred in reliance on clauses (a), (c), (j), (m), (n), (q), (r), (u), (w), and/or (x) of Section 6.01);

(d) restrictions by reason of customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses and other agreements entered into in the ordinary course of business (provided that such restrictions are limited to the relevant leases, subleases, licenses, sublicenses or other agreements and/or the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or other agreements, as the case may be);

(e) Permitted Liens and restrictions in the agreements relating thereto that limit the right of the Lead Borrower or any of its Restricted Subsidiaries to Dispose of, or encumber the assets subject to such Liens;

(f) provisions limiting the Disposition or distribution of assets or property in joint venture agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the Capital Stock of which is the subject of such agreement);

(g) any encumbrance or restriction assumed in connection with an acquisition of the property or Capital Stock of any Person, so long as such encumbrance or restriction relates solely to the property so acquired (or to the Person or Persons (and its or their subsidiaries) bound thereby) and was not created in connection with or in anticipation of such acquisition;

(h) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements that restrict the transfer of the assets of, or ownership interests in, the relevant partnership, limited liability company, joint venture or any similar Person;

(i) restrictions on Cash or other deposits imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such Cash or other deposits exist;

(j) restrictions set forth in documents which exist on the Closing Date;

(k) restrictions set forth in any Loan Document, any Hedge Agreement and/or any agreement relating to any Banking Service Obligation;

(l) restrictions contained in documents governing Indebtedness permitted hereunder of any Restricted Subsidiary that is not a Loan Party;

(m) restrictions contained in any agreement with respect to any NMTC Transaction; and

(n) other restrictions or encumbrances imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of the contracts, instruments or obligations referred to in clauses (a) through (m) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those in effect prior to the relevant amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.04 Restricted Payments; Certain Payments of Indebtedness.

(a) The Lead Borrower shall not pay or make, directly or indirectly, any Restricted Payment, except that:

(i) the Lead Borrower may make Restricted Payments to the extent necessary to permit any Parent Company:

(A) to pay general administrative costs and expenses (including corporate overhead, legal or similar expenses and customary salary, bonus and other benefits payable to directors, officers, employees, members of management, managers and/or consultants of any Parent Company) and franchise fees and Taxes and similar fees, Taxes and expenses required to enable such Parent Company to maintain its organizational existence or qualification to do business, in each case, which are reasonable and customary and incurred in the ordinary course of business, *plus* any reasonable and customary indemnification claims made by directors, officers, members of management, managers, employees or consultants of any Parent Company, in each case, to the extent attributable to the ownership or operations of any Parent Company and its subsidiaries (but excluding the portion of such amount that is attributable to the ownership or operations of any subsidiary of any Parent Company other than the Borrower and its subsidiaries);

(B) [Reserved].

(C) to pay audit and other accounting and reporting expenses of such Parent Company to the extent attributable to any Parent Company (but excluding, for the avoidance of doubt, the portion of any such expenses, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than the Borrower and/or its subsidiaries), the Borrower and its subsidiaries;

(D) for the payment of insurance premiums to the extent attributable to any Parent Company (but excluding, for the avoidance of doubt, the portion of any such premiums, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than the Lead Borrower and/or its subsidiaries), the Lead Borrower and its subsidiaries;

(E) pay (x) fees and expenses related to debt or equity offerings, investments or acquisitions permitted or not restricted by this Agreement (whether or not consummated) and (y) Public Company Costs;

(F) to finance any Investment permitted under Section 6.06 (provided that (x) any Restricted Payment under this clause (a)(i)(F) shall be made substantially concurrently with the closing of such Investment and (y) the relevant Parent Company shall, promptly following the closing thereof, cause (I) all property acquired to be contributed to the Lead Borrower or one or more of its Restricted Subsidiaries, or (II) the merger, consolidation or amalgamation of the Person formed or acquired into the Lead Borrower or one or more of its Restricted Subsidiaries, in order to consummate such Investment in compliance with the applicable requirements of Section 6.06 as if undertaken as a direct Investment by the Lead Borrower or the relevant Restricted Subsidiary); and

(G) to pay customary salary, bonus, severance and other benefits payable to current or former directors, officers, members of management, managers, employees or consultants of any Parent Company (or any Immediate Family Member of any of the foregoing) to the extent such salary, bonuses and other benefits are attributable and reasonably allocated to the operations of the Lead Borrower and/or its subsidiaries, in each case, so long as such Parent Company applies the amount of any such Restricted Payment for such purpose;

(ii) the Lead Borrower may pay (or make Restricted Payments to allow any Parent Company to pay) for the repurchase, redemption, retirement or other acquisition or retirement for value of Capital Stock of any Parent Company or any subsidiary held by any future, present or former employee, director, member of management, officer, manager or consultant (or any Affiliate or Immediate Family Member thereof) of any Parent Company, the Lead Borrower or any subsidiary:

(A) in accordance with the terms of promissory notes issued pursuant to Section 6.01(o), so long as the aggregate amount of all Cash payments made in respect of such promissory notes, together with the aggregate amount of Restricted Payments made pursuant to sub-clause (D) of this clause (ii) below, does not exceed $20,000,000 in any Fiscal Year (or $30,000,000 in any Fiscal Year following a Qualifying IPO), which, if not used in any Fiscal Year, may be carried forward to subsequent Fiscal Years;

(B) with the proceeds of any sale or issuance of the Capital Stock of the Lead Borrower or any Parent Company (to the extent such proceeds are contributed in respect of Qualified Capital Stock to the Lead Borrower or any Restricted Subsidiary) other than any amounts constituting a Cure Amount or any amount that has been added to the Available Excluded Contribution Amount;

(C) with the net proceeds of any key-man life insurance policies; or

(D) with Cash and Cash Equivalents in an amount not to exceed, together with the aggregate amount of all cash payments made pursuant to sub-clause (A) of this clause (ii) in respect of promissory notes issued pursuant to Section 6.01(o), $20,000,000 in any Fiscal Year (or $30,000,000 in any Fiscal Year following a Qualifying IPO), which, if not used in any Fiscal Year, may be carried forward to subsequent Fiscal Years;

(iii) the Lead Borrower may make additional Restricted Payments in an amount not to exceed the portion, if any, of the Available Excluded Contribution Amount on such date that the Lead Borrower elects to apply to this clause (iii)(B);

(iv) the Lead Borrower may make Restricted Payments (i) to any Parent Company to enable such Parent Company to make Cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of such Parent Company and (ii) consisting of (A) payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers or consultants of the Lead Borrower, any Restricted Subsidiary or any Parent Company or any of their respective Immediate Family Members and/or (B) repurchases of Capital Stock in consideration of the payments described in sub-clause (A) above, including demand repurchases in connection with the exercise of stock options;

(v) the Lead Borrower may repurchase (or make Restricted Payments to any Parent Company to enable it to repurchase) Capital Stock upon the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represents all or a portion of the exercise price of such warrants, options or other securities convertible into or exchangeable for Capital Stock as part of a "cashless" exercise;

(vi) (A) for any taxable year (or portion thereof) that the Lead Borrower is a partnership or disregarded entity for U.S. federal income Tax purposes and no Parent Company is treated as a corporation for U.S. federal income tax purposes, the Lead Borrower may make Restricted Payments to fund the income tax liabilities of the direct or indirect equity owners of the Lead Borrower, in an assumed amount equal to the product of (x) the highest combined marginal federal and applicable state and/or local statutory Tax rate applicable to a direct or indirect taxpayer equity owner of the Lead Borrower, and (y) the U.S. federal taxable income of the Lead Borrower for such year (or portion thereof), provided that (i) such calculation shall take into account the character of income or gain, preferential tax rates and the deductibility of state and local income taxes for US federal income tax purposes; (ii) such taxable income shall be reduced by any losses previously allocated to the equity owners to the extent such loss has not previously been used to offset taxable income of the Lead Borrower; (iii) such distributions shall be reduced by any amounts withheld by the Lead Borrower or its Subsidiaries (or otherwise paid directly to any Governmental Authority) with respect to any taxable income or gain of the Lead Borrower and any tax credits the Lead Borrower allocated to its equity owners); or (B) for any taxable period (or portion thereof) that a Parent Company is treated as a corporation for U.S. federal income tax purposes and for which the Lead Borrower and any of its subsidiaries are members (or are pass-through entities of such members) of a consolidated, combined or similar income Tax group for U.S. federal, state or local income Tax purposes for which such Parent Company is the common parent, the Lead Borrower may make Restricted Payments to such Parent Company to pay the portion of any U.S. federal, state or local income Taxes (as applicable) of such Parent Company for such taxable period that are attributable to the income of the Borrower and/or its applicable subsidiaries; provided that the aggregate amount of any such distributions with respect to federal, state or local Taxes, as applicable, shall not exceed the aggregate amount of such Taxes the Lead Borrower and its subsidiaries that are part of such group would be required to pay in respect of such U.S. federal, state or local Taxes on a stand-alone basis for such taxable period; provided, further, that the amount of such distributions with respect to any Unrestricted Subsidiary for any taxable period shall be limited to the amount actually paid by such Unrestricted Subsidiary for such purpose.

(vii) the Lead Borrower may make Restricted Payments, the proceeds of which are applied (i) on the Closing Date, solely to effect the consummation of the Transactions and (ii) on and after the Closing Date, to satisfy any payment obligations owing under the Reorganization Agreement;

(viii) so long as no Event of Default exists, following the consummation of the first Qualifying IPO, the Lead Borrower may (or may make Restricted Payments to any Parent Company to enable it to) make Restricted Payments with respect to any Capital Stock in an amount not to exceed the greater of (i) 6% per annum of the net Cash proceeds received by or contributed to the Lead Borrower from any Qualifying IPO or (b) 5% per annum of the aggregate market capitalization of the applicable Parent Company;

(ix) the Lead Borrower may make Restricted Payments to (i) redeem, repurchase, retire or otherwise acquire any (A) Capital Stock ("**Treasury Capital Stock**") of the Lead Borrower and/or any Restricted Subsidiary or (B) Capital Stock of any Parent Company, in the case of each ofsubclauses (A) and (B), in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Lead Borrower and/or any Restricted Subsidiary) of, Qualified Capital Stock of the Lead Borrower or any Parent Company to the extent any such proceeds are contributed to the capital of the Lead Borrower and/or any Restricted Subsidiary in respect of Qualified Capital Stock ("**Refunding Capital Stock**") and (ii) declare and pay dividends on any Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than to the Borrower or a Restricted Subsidiary) of any Refunding Capital Stock;

(x) to the extent constituting a Restricted Payment, the Lead Borrower may consummate any transaction permitted bySection 6.06 (other than Sections 6.06(j) and (t)), Section 6.07 (other than Section 6.07(g)) and Section 6.09 (other than Section 6.09(d));

(xi) the Lead Borrower may make additional Restricted Payments in an aggregate amount not to exceed the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period *minus* (A) the amount of Restricted Debt Payments made by the Lead Borrower or any Restricted Subsidiary in reliance on Section 6.04(b)(iv)(B), *minus* (B) the outstanding amount of Investments made by the Lead Borrower or any Restricted Subsidiary in reliance on Section 6.06(q)(ii);

(xii) the Lead Borrower may pay any dividend or consummate any redemption within 60 days after the date of the declaration thereof or the provision of a redemption notice with respect thereto, as the case may be, if at the date of such declaration or notice, the dividend or redemption notice would have complied with the provisions hereof; and

(xiii) the Lead Borrower may make additional Restricted Payments so long as (i) no Event of Default exists or would result therefrom and (ii) the Payment Conditions applicable to Restricted Payments have been satisfied, on a Pro Forma Basis.

(b) The Lead Borrower shall not, nor shall they permit any Restricted Subsidiary to, make any payment (whether in Cash, securities or other property) on or in respect of principal of or interest on (y) any Junior Lien Indebtedness or (z) any Junior Indebtedness (such Indebtedness under clauses (y) and (z), the "**Restricted Debt**"), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Restricted Debt prior to its scheduled maturity (collectively, "**Restricted Debt Payments**"), except:

(i) any purchase, defeasance, redemption, repurchase, repayment or other acquisition or retirement of any Restricted Debt made by exchange for, or out of the proceeds of, Refinancing Indebtedness permitted by Section 6.01;

(ii) payments as part of an "applicable high yield discount obligation"catch-up payment;

(iii) payments of regularly scheduled interest as and when due in respect of any Restricted Debt, except for any payments with respect to any Subordinated Indebtedness that are prohibited by the subordination provisions thereof;

(iv) so long as, at the time of delivery of irrevocable notice with respect thereto, no Event of Default exists or would result therefrom, additional Restricted Debt Payments in an aggregate amount not to exceed:

(A) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period,*minus* the amount of Investments made in reliance on Section 6.06(q)(iii); *plus*

(B) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period,*minus* (1) the amount of Restricted Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(a)(x), *minus* (2) the outstanding amount of Investments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.06(q)(ii);

(v) (A) Restricted Debt Payments in exchange for, or with proceeds of any issuance of, Qualified Capital Stock of the Lead Borrower and/or any Restricted Subsidiary and/or any capital contribution in respect of Qualified Capital Stock of the Borrower or any Restricted Subsidiary, in each case, other than any amounts constituting a Cure Amount or any amount that has been added to the Available Excluded Contribution Amount, (B) Restricted Debt Payments as a result of the conversion of all or any portion of any Restricted Debt into Qualified Capital Stock of the Lead Borrower and/or any Restricted Subsidiary and (C) to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Restricted Debt that is permitted under Section 6.01;

(vi) Restricted Debt Payments in an aggregate amount not to exceed the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (vi)(B);

(vii) additional Restricted Debt Payments; provided that the Payment Conditions applicable to Restricted Debt Prepayments have been satisfied on a Pro Forma Basis; and

(viii) Restricted Debt Payments with respect to any Indebtedness incurred in connection with any NMTC Transaction.

Section 6.05 Restrictions on Subsidiary Distributions. Except as provided herein or in any other Loan Document, the Term Loan Facility Documentation, the Senior Note Documents, any document with respect to any Incremental Equivalent Debt (as defined in the Term Loan Credit Agreement or any equivalent term under the Term Facility) and/or in agreements with respect to refinancings, renewals or replacements of such Indebtedness that are permitted by Section 6.01, the Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into or cause to exist any agreement restricting the ability of (i) any subsidiary of the Lead Borrower to pay dividends or other distributions to the Lead Borrower or any Loan Party or (ii) any Restricted Subsidiary to make cash loans or advances to the Lead Borrower or any Loan Party, except:

(a) in any agreement evidencing (i) Indebtedness of a Restricted Subsidiary that is not a Loan Party permitted bySection 6.01, (ii) Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien if the relevant restriction applies only to the Person obligated under such Indebtedness and its Restricted Subsidiaries or the property or assets intended to secure such Indebtedness and (iii) Indebtedness permitted pursuant to clauses (c), (m), (n), (p) (as it relates to Indebtedness in respect of clauses (a), (c), (m), (n), (q), (r), (u), (w), (x) and/or (y) of Section 6.01), (q), (r), (u), (w), (x) and/or (y) of Section 6.01;

(b) by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses, joint venture agreements and similar agreements entered into in the ordinary course of business;

(c) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement;

(d) assumed in connection with any acquisition of property or the Capital Stock of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its subsidiaries (including the Capital Stock of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(e) in any agreement for any Disposition of any Restricted Subsidiary (or all or substantially all of the property and/or assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Restricted Subsidiary pending such Disposition;

(f) in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a *pro rata* basis;

(g) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements;

(h) on Cash, other deposits or net worth or similar restrictions imposed by any Person under any contract entered into in the ordinary course of business or for whose benefit such Cash, other deposits or net worth or similar restrictions exist;

(i) set forth in documents which exist on the Closing Date and not created in contemplation thereof;

(j) those arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred after the Closing Date if the relevant restrictions, taken as a whole, are not materially less favorable to the Lenders than the restrictions contained in this Agreement, taken as a whole (as determined in good faith by the Lead Borrower);

(k) those arising under or as a result of applicable law, rule, regulation or order or the terms of any license, authorization, concession or permit;

(l) those arising in any Hedge Agreement and/or any agreement relating to any Banking Service Obligation;

(m) in any agreement with respect to any NMTC Transaction; and/or

(n) those imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (a) through (m) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such restrictions, taken as a whole, than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.06 Investments. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, make or own any Investment in any other Person except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b) (i) Investments existing on the Closing Date in any subsidiary, (ii) Investments made after the Closing Date among the Lead Borrower and/or one or more Restricted Subsidiaries that are Loan Parties, (iii) Investments made after the Closing Date by any Loan Party in any Restricted Subsidiary that is not a Loan Party in an aggregate outstanding amount not to exceed the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period (iv) Investments made by any Loan Party and/or any Restricted Subsidiary that is not a Loan Party in the form of any contribution or Disposition of the Capital Stock of any Person that is not a Loan Party; provided that, prior to such contribution or Disposition or series of transactions resulting in such contribution or Disposition, such Capital Stock was not owned directly by a Loan Party and (v) Investments made by any Restricted Subsidiary that is not a Loan Party in any Loan Party;

(c) Investments (i) constituting deposits, prepayments and/or other credits to suppliers and/or (ii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (ii), to the extent necessary to maintain the ordinary course of supplies to the Lead Borrower or any Restricted Subsidiary;

(d) Investments in Unrestricted Subsidiaries; provided that immediately after giving effect to any such Investment, the amount invested in the applicable Unrestricted Subsidiary pursuant to this clause (d), when aggregated with the amounts then invested in all other Unrestricted Subsidiaries pursuant to this clause (d), shall not exceed at any time outstanding the greater of $40,000,000 and 1.0% of Consolidated Total Assets as of the last day of the most recent Test Period;

(e) (i) Permitted Acquisitions and (ii) Investments in Restricted Subsidiaries that are not Loan Parties in amounts required to permit such Restricted Subsidiaries to consummate Permitted Acquisitions; provided that the aggregate amount of Investments made pursuant to this clause (ii) shall not exceed (x) the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recent Test Period *minus* (y) the aggregate total consideration paid pursuant to clause (b)(ii)(A) of the definition of "Permitted Acquisition";

(f) Investments (i) existing on, or contractually committed to or contemplated as of, the Closing Date and described on Schedule 6.06 and (ii) any modification, replacement, renewal or extension of any Investment described in clause (i) above so long as no such modification, renewal or extension thereof increases the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 6.06);

(g) Investments received in lieu of Cash in connection with any Disposition permitted by Section 6.07;

(h) loans or advances to present or former employees, directors, members of management, officers, managers or consultants or independent contractors (or their respective Immediate Family Members) of any Parent Company, the Lead Borrower and its subsidiaries to the extent permitted by Requirements of Law, in connection with such Person's purchase of Capital Stock of any Parent Company, either (i) in an aggregate principal amount not to exceed $10,000,000 at any one time outstanding or (ii) so long as the proceeds of such loan or advance are substantially contemporaneously contributed to the Borrower for the purchase of such Capital Stock;

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of Indebtedness permitted under Section 6.01 (other than Indebtedness permitted under Sections 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.04 (other than Section 6.04(a)(ix)), Restricted Debt Payments permitted by Section 6.04 and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or Dispositions permitted by Section 6.07 (other than Section 6.07(a) (if made in reliance on subclause (ii)(y) of the proviso thereto), Section 6.07(b) (if made in reliance on clause (ii) therein), Section 6.07(c)(ii) (if made in reliance on clause (B) therein) and Section 6.07(g));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors arising in the ordinary course of business, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(m) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers or consultants of any Parent Company (to the extent such payments or other compensation relate to services provided to such Parent Company (but excluding, for the avoidance of doubt, the portion of any such amount, if any, attributable to the ownership or operations of any subsidiary of any Parent Company other than the Lead Borrower and/or its subsidiaries)), the Lead Borrower and/or any subsidiary in the ordinary course of business;

(n) Investments to the extent that payment therefor is made solely with Capital Stock of any Parent Company or Capital Stock (other than Disqualified Capital Stock) of the Lead Borrower or any Restricted Subsidiary, in each case, to the extent not resulting in a Change of Control;

(o) (i) Investments of any Restricted Subsidiary acquired after the Closing Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, the Lead Borrower or any Restricted Subsidiary after the Closing Date, in each case as part of an Investment otherwise permitted by this Section 6.06 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (ii) any modification, replacement, renewal or extension of any Investment permitted under clause (i) of this Section 6.06(o) so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by this Section 6.06;

(p) Investments made in connection with the Transactions;

(q) Investments made after the Closing Date by the Lead Borrower and/or any of its Restricted Subsidiaries in an aggregate amount not to exceed:

(i) at any time outstanding, the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period *plus*

(ii) at any time outstanding, the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, *minus* (A) the amount of Restricted Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(a)(x), *minus* (B) the amount of Restricted Debt Payments made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(b)(iv)(B), *plus*

(iii) at any time outstanding, the greater of $160,000,000 and 4.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, *minus* the amount of Restricted Debt Payments made in reliance on Section 6.04(b)(iv)(A), *plus*

(iv) in the event that (A) the Lead Borrower or any of its Restricted Subsidiaries makes any Investment after the Closing Date in any Person that is not a Restricted Subsidiary and (B) such Person subsequently becomes a Restricted Subsidiary, an amount equal to 100.0% of the fair market value of such Investment as of the date on which such Person becomes a Restricted Subsidiary;

(r) Investments made after the Closing Date by the Lead Borrower and/or any of its Restricted Subsidiaries in an aggregate outstanding amount not to exceed the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (r)(ii);

(s) (i) Guarantees of leases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Lead Borrower and/or its Restricted Subsidiaries, in each case, in the ordinary course of business;

(t) Investments in any Parent Company in amounts and for purposes for which Restricted Payments to such Parent Company are permitted under Section 6.04(a); provided that any Investment made as provided above in lieu of any such Restricted Payment shall reduce availability under the applicable Restricted Payment basket under Section 6.04(a);

(u) Investments made by any Restricted Subsidiary that is not a Loan Party with the proceeds received by such Restricted Subsidiary from an Investment made by any Loan Party in such Restricted Subsidiary pursuant to this Section 6.06 (other than Investments made pursuant to clause (ii) of Section 6.06(e) or Section 6.06(x));

(v) Investments in subsidiaries and joint ventures in connection with reorganizations and related activities related to tax planning; provided that, after giving effect to any such reorganization and/or related activity, the security interest of the Administrative Agent in the Collateral, taken as a whole, is not materially impaired;

(w) Investments under any Derivative Transaction of the type permitted under Section 6.01(s);

(x) Investments made in connection with the creation, formation and/or acquisition of any joint venture, or in any Restricted Subsidiary to enable such Restricted Subsidiary to create, form and/or acquire any joint venture, in an aggregate outstanding amount not to exceed the greater of $80,000,000 and 2.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or (b), as applicable;

(y) Investments made in joint venture as required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements in effect on the Closing Date (other than any modification, replacement, renewal or extension of such Investments so long as no such modification, renewal or extension thereof increased the amount of any such Investment except by the terms thereof or as otherwise permitted by this Section 6.06);

(z) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law;

(aa) Investments in the Lead Borrower, any subsidiary and/or any joint venture in connection with intercompany cash management arrangements and related activities in the ordinary course of business;

(bb) additional Investments so long as, after giving effect thereto on a Pro Forma Basis, the Payment Conditions with respect to Investments have been satisfied; and

(cc) Investments consisting of the licensing or contribution of IP Rights pursuant to joint marketing arrangements with other Persons; and

(dd) Investments made in connection with any NMTC Transaction.

Section 6.07 Fundamental Changes; Disposition of Assets. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution), or make any Disposition having a fair market value in excess of $20,000,000, in a single transaction or in a series of related transactions, except:

(a) any Restricted Subsidiary may be merged, consolidated or amalgamated with or into the Lead Borrower or any other Restricted Subsidiary; provided that (i) in the case of any such merger, consolidation or amalgamation with or into the US Borrower, (A) the US Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not the US Borrower (any such Person, the "**US Successor**

Borrower"), (x) the US Successor Borrower shall be an entity organized or existing under the law of the U.S., any state thereof or the District of Columbia, (y) the US Successor Borrower shall expressly assume the Obligations of the US Borrower in a manner reasonably satisfactory to the Administrative Agent and (z) except as the Administrative Agent may otherwise agree, each applicable Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guaranty and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the US Successor Borrower will succeed to, and be substituted for, the US Borrower under this Agreement and the other Loan Documents, (ii) in the case of any such merger, consolidation or amalgamation with or into a Canadian Borrower, (A) the applicable Canadian Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not the applicable Canadian Borrower (any such Person, a "**Canadian Successor Borrower**"), (x) the Canadian Successor Borrower shall be an entity organized or existing under the laws of the Canada or any province or territory thereof, (y) the Canadian Successor Borrower shall expressly assume the Obligations of the applicable Canadian Borrower in a manner reasonably satisfactory to the Administrative Agent and (z) except as the Administrative Agent may otherwise agree, each applicable Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guaranty and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the Canadian Successor Borrower will succeed to, and be substituted for, the applicable Canadian Borrower under this Agreement and the other Loan Documents, (iii) in the case of any such merger, consolidation or amalgamation with or into a European Borrower, (A) the applicable European Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not the applicable European Borrower (any such Person, a "**European Successor Borrower**"), (x) the European Successor Borrower shall be an entity organized or existing under the laws of the Netherlands or England and Wales, as applicable, (y) the European Successor Borrower shall expressly assume the Obligations of the European Borrower in a manner reasonably satisfactory to the Administrative Agent and (z) except as the Administrative Agent may otherwise agree, each applicable Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guaranty and the other Loan Documents (and such other additional Loan Documents as may be required to preserve the validity, ranking or perfection of European Collateral and evidence that no new burdening periods shall apply with respect to such European Collateral); it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the European Successor Borrower will succeed to, and be substituted for, the applicable European Borrower under this Agreement and the other Loan Documents, and (iv) in the case of any such merger, consolidation or amalgamation with or into any Subsidiary Guarantor, either (x) such Subsidiary Guarantor shall be the continuing or surviving Person or the continuing or Surviving Person shall expressly assume the guarantee obligations of the Subsidiary Guarantor in a manner reasonably satisfactory to the Administrative Agent or (y) the relevant transaction shall be treated as an Investment and shall comply with Section 6.06;

(b) Dispositions (including of Capital Stock) among the Lead Borrower and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition by any Loan Party to any Person that is not a Loan Party shall be (i) for fair market value (as reasonably determined by such Person) with at least 75% of the consideration for such Disposition consisting of Cash or Cash Equivalents at the time of such Disposition or (ii) treated as an Investment and otherwise made in compliance with Section 6.06 (other than in reliance on clause (j) thereof);

(c) (i) the liquidation or dissolution of any Restricted Subsidiary if the Lead Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Lead Borrower, is not materially disadvantageous to the Lenders and the Lead Borrower or any Restricted Subsidiary receives any assets of the relevant dissolved or liquidated Restricted Subsidiary; provided that in the case of any liquidation or dissolution of any Loan Party that results in a distribution of assets to any Restricted Subsidiary that is not a Loan Party, such distribution shall be treated as an Investment and shall comply with Section 6.06 (other than in reliance on clause (j) thereof); (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted under this Section 6.07 (other than clause (a), clause (b) or this clause (c)) or (B) any Investment permitted under Section 6.06; and (iii) the Lead Borrower or any Restricted Subsidiary may be converted into another form of entity, in each case, so long as such conversion does not adversely affect the value of the Loan Guaranty or Collateral, if any;

(d) (x) Dispositions of inventory or equipment in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business;

(e) Dispositions of surplus, obsolete, used or worn out property or other property that, in the reasonable judgment of the Lead Borrower, is (A) no longer useful in its business (or in the business of any Restricted Subsidiary of the Lead Borrower) or (B) otherwise economically impracticable to maintain;

(f) Dispositions of Cash Equivalents or other assets that were Cash Equivalents when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that constitute Investments permitted pursuant to Section 6.06 (other than Section 6.06(j)), Permitted Liens, Restricted Payments permitted by Section 6.04(a) (other than Section 6.04(a)(ix)) and Sale and Lease-back Transactions permitted by Section 6.08;

(h) Dispositions for fair market value; provided that with respect to any such Disposition with a purchase price in excess of the greater of $25,000,000 and 1.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period, as applicable, at least 75% of the consideration for such Disposition shall consist of Cash or Cash Equivalents (provided that for purposes of the 75% Cash consideration requirement, (w) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to the Borrower or any Restricted Subsidiary) of the Borrower or any Restricted Subsidiary (as shown on such Person's most recent balance sheet or statement of financial position (or in the notes thereto) that are assumed by the transferee of any such assets and for which the Lead Borrower and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing, (x) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (y) any Securities received by the Borrower or any Restricted Subsidiary from such transferee that are converted by such Person into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (z) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (z) and Section 6.08 that is at that time outstanding, not in excess of the greater of $50,000,000 and 1.5% of Consolidated Total Assets as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash); provided, further, that (x) immediately prior to and after giving effect to such Disposition, as determined on the date on which the agreement governing such Disposition is executed, no Event of Default shall exist and (y) an updated Borrowing Base Certificate shall be delivered to the Administrative Agent as required by Section 5.01(e);

(i) to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant Disposition are promptly applied to the purchase price of such replacement property;

(j) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(k) Dispositions of accounts receivable in the ordinary course of business (including any discount and/or forgiveness thereof and any factoring or similar arrangement) or in connection with the collection or compromise thereof;

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), which (i) do not materially interfere with the business of the Lead Borrower and its Restricted Subsidiaries or (ii) relate to closed facilities or the discontinuation of any product line;

(m) (i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(n) Dispositions of property subject to foreclosure, casualty, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding);

(o) Dispositions or consignments of equipment, inventory or other assets (including leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(p) Dispositions in connection with the Transactions;

(q) Dispositions of non-core assets acquired in connection with any acquisition permitted hereunder and sales of Real Estate Assets acquired in any acquisition permitted hereunder which, within 90 days of the date of such acquisition, are designated in writing to the Administrative Agent as being held for sale and not for the continued operation of the Lead Borrower or any of its Restricted Subsidiaries or any of their respective businesses; provided that no Event of Default exists on the date on which the definitive agreement governing the relevant Disposition is executed;

(r) exchanges or swaps, including transactions covered by Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of property or assets so long as any such exchange or swap is made for fair value (as reasonably determined by the Borrower) for like property or assets; provided that upon the consummation of any such exchange or swap by any Loan Party, to the extent the property received does not constitute an Excluded Asset, the Administrative Agent has a perfected Lien with the same priority as the Lien held on the Real Estate Assets so exchanged or swapped;

(s) [Reserved];

(t) (i) licensing and cross-licensing arrangements involving any technology, intellectual property or IP Rights of the Lead Borrower or any Restricted Subsidiary in the ordinary course of business and (ii) Dispositions, abandonments, cancellations or lapses of IP Rights, or issuances

or registrations, or applications for issuances or registrations, of IP Rights, which, in the reasonable good faith determination of the Lead Borrower, are not material to the conduct of the business of the Lead Borrower or its Restricted Subsidiaries, or are no longer economical to maintain in light of its use;

(u) terminations or unwinds of Derivative Transactions;

(v) Dispositions of Capital Stock of, or sales of Indebtedness or other Securities of, Unrestricted Subsidiaries;

(w) Dispositions of Real Estate Assets and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants of any Parent Company, the Lead Borrower and/or any Restricted Subsidiary;

(x) Dispositions made to comply with any order of any agency of the U.S. Federal government, any state, authority or other regulatory body or any applicable Requirements of Law;

(y) any merger, amalgamation, consolidation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize (i) any Domestic Subsidiary in another jurisdiction in the U.S. or (ii) any Canadian Loan Party or European Loan Party in the U.S.;

(z) Dispositions or conveyances that arise out of or relate to any (i) Specified Lease Transaction or (ii) NMTC Transaction;

(aa) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter; and

(bb) other Dispositions involving assets having a fair market value (as reasonably determined by the Lead Borrower at the time of the relevant Disposition) in the aggregate since the Closing Date of not more than the greater of $40,000,000 and 1.0% of Consolidated Total Assets as of the last day of the most recently ended Test Period.

To the extent that any Collateral is Disposed of as expressly permitted by thisSection 6.07 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, which Liens shall be automatically released upon the consummation of such Disposition; it being understood and agreed that the Administrative Agent shall be authorized to take, and shall take, any actions deemed appropriate in order to effect the foregoing in accordance with Article 8.

Section 6.08 Sale and Lease-Back Transactions. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which the Lead Borrower or the relevant Restricted Subsidiary (a) has sold or transferred or is to sell or to transfer to any other Person (other than the Lead Borrower or any of its Restricted Subsidiaries) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by the Lead Borrower or such Restricted Subsidiary to any Person (other than the Lead Borrower or any of its Restricted Subsidiaries) in connection with such lease (such a transaction described herein, a "**Sale and Lease-Back Transaction**"); provided that any Sale and Lease-Back Transaction shall be permitted so long as (i) such Sale and Lease-Back Transaction (A) is permitted by Section 6.01(m), (B) is set forth onSchedule 6.08 hereto or (C) (1) at least 75% of the consideration for such Sale and Lease-Back Transaction shall consist of Cash or Cash Equivalents (provided that for purposes of the 75% Cash consideration requirement, any Designated Non-

Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 6.08 and Section 7.07(h) that is at that time outstanding, not in excess of the greater of $50,000,000 and 1.5% of Consolidated Total Assets as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash), (2) the Lead Borrower or its applicable Restricted Subsidiary would otherwise be permitted to enter into, and remain liable under, the applicable underlying lease and (3) the aggregate fair market value of the assets sold subject to all Sale and Lease-Back Transactions under this clause (B) shall not exceed the greater of $100,000,000 and 2.5% of Consolidated Total Assets as of the last day of the more recently ended Test Period or (ii) it relates to a Specified Lease Transaction.

Section 6.09 Transactions with Affiliates. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payment in excess of $10,000,000 with any of their respective Affiliates on terms that are less favorable to the Lead Borrower or such Restricted Subsidiary, as the case may be (as reasonably determined by the Lead Borrower), than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) any transaction between or among the Lead Borrower and/or one or more Restricted Subsidiaries (or any entity that becomes a Restricted Subsidiary as a result of such transaction) to the extent permitted or not restricted by this Agreement;

(b) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of employment arrangements, stock options and stock ownership plans approved by the board of directors (or equivalent governing body) of any Parent Company or of the Lead Borrower or any Restricted Subsidiary;

(c) (i) any collective bargaining, employment or severance agreement or compensatory (including profit sharing) arrangement entered into by the Lead Borrower or any of its Restricted Subsidiaries with their respective current or former officers, directors, members of management, managers, employees, consultants or independent contractors or those of any Parent Company, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, managers, employees, consultants or independent contractors and (iii) transactions pursuant to any employee compensation, benefit plan, stock option plan or arrangement, any health, disability or similar insurance plan which covers current or former officers, directors, members of management, managers, employees, consultants or independent contractors or any employment contract or arrangement;

(d) (i) transactions permitted by Sections 6.01(d), (o), (bb) and (ee), 6.04 and 6.06(h), (m), (o), (t), (v), (x), (y), (z) and (aa) and (ii) issuances of Capital Stock and Indebtedness not restricted by this Agreement;

(e) transactions in existence on the Closing Date and any amendment, modification or extension thereof to the extent such amendment, modification or extension, taken as a whole, is not (i) materially adverse to the Lenders or (ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Closing Date;

(f) (i) so long as no Event of Default under Section 7.01(a), 7.01(f) or 7.01(g) then exists or would result therefrom, the payment of management, monitoring, consulting, advisory and similar fees to any Investor in the amount permitted by the Management Agreement (as in effect on the

Closing Date) and (ii) the payment of all indemnification obligations and expenses owed to any Investor and any of their respective directors, officers, members of management, managers, employees and consultants, in each case of clauses (i) and (ii) whether currently due or paid in respect of accruals from prior periods;

(g) the Transactions, including the payment of Transaction Costs and payments required under the Reorganization Agreement;

(h) customary compensation to Affiliates in connection with financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the members of the board of directors (or similar governing body) or a majority of the disinterested members of the board of directors (or similar governing body) of the Lead Borrower in good faith;

(i) Guarantees permitted by Section 6.01 or Section 6.06;

(j) loans and other transactions among the Loan Parties to the extent permitted under this Article 6;

(k) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors (or similar governing body), officers, employees, members of management, managers, consultants and independent contractors of the Lead Borrower and/or any of its Restricted Subsidiaries in the ordinary course of business and, in the case of payments to such Person in such capacity on behalf of any Parent Company, to the extent attributable to the operations of the Lead Borrower or its Restricted Subsidiaries;

(l) transactions with customers, clients, suppliers, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (i) fair to the Lead Borrower and/or its applicable Restricted Subsidiary in the good faith determination of the board of directors (or similar governing body) of the Lead Borrower or the senior management thereof or (ii) on terms at least as favorable as might reasonably be obtained from a Person other than an Affiliate;

(m) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(n) (i) any purchase by Holdings of the Capital Stock of (or contribution to the equity capital of) the Lead Borrower and (ii) any intercompany loans made by Holdings to the Lead Borrower or any Restricted Subsidiary; and

(o) any transaction in respect of which the Lead Borrower delivers to the Administrative Agent a letter addressed to the board of directors (or equivalent governing body) of the Lead Borrower from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is on terms that are no less favorable to the Lead Borrower or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate.

Section 6.10 Conduct of Business. From and after the Closing Date, the Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, engage in any material line of business other than (a) the businesses engaged in by the Lead Borrower or any Restricted Subsidiary on the Closing Date and similar, complementary, ancillary or related businesses and (b) such other lines of business to which the Administrative Agent may consent.

Section 6.11 Amendments or Waivers of Organizational Documents. The Lead Borrower shall not, nor shall it permit any Subsidiary Guarantor to, amend or modify their respective Organizational Documents, in each case in a manner that is materially adverse to the Lenders (in their capacities as such) without obtaining the prior written consent of the Administrative Agent; provided that, for purposes of clarity, it is understood and agreed that the Lead Borrower and/or any Subsidiary Guarantor may effect a change to its organizational form and/or consummate any other transaction that is permitted under Section 6.07.

Section 6.12 Amendments of or Waivers with Respect to Restricted Debt. The Lead Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, amend or otherwise modify the terms of any Restricted Debt (or the documentation governing the foregoing) if the effect of such amendment or modification, together with all other amendments or modifications made, is materially adverse to the interests of the Lenders (in their capacities as such); provided that, for purposes of clarity, it is understood and agreed that the foregoing limitation shall not otherwise prohibit any Refinancing Indebtedness or any other replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding of any Restricted Debt, in each case, that is permitted under this Agreement in respect thereof.

Section 6.13 Fiscal Year. The Lead Borrower shall not change its Fiscal Year-end to a date other than December 31; provided, that, the Lead Borrower may, upon written notice to the Administrative Agent, change the Fiscal Year-end of the Lead Borrower to another date, in which case the Lead Borrower and the Administrative Agent will, and are hereby authorized to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

Section 6.14 Permitted Activities of Holdings. Holdings shall not:

(a) incur any Indebtedness for borrowed money other than (i) Indebtedness under the Loan Documents, any Term Loan Facility and the Senior Notes or otherwise in connection with the Transactions, (ii) Indebtedness of the type permitted under Section 6.01(o) and (iii) Guarantees of (x) Indebtedness or other obligations of the Lead Borrower and/or any Restricted Subsidiary that are otherwise permitted hereunder and (y) Indebtedness or other obligations under any Term Loan Facility and the Senior Notes;

(b) create or suffer to exist any Lien on any property or asset now owned or hereafter acquired by it other than (i) the Liens created under the Collateral Documents to which it is a party, (ii) any other Lien created in connection with the Transactions, (iii) Permitted Liens on the Collateral that are secured on a *pari passu* or junior basis with the Secured Obligations, so long as such Permitted Liens secure Guarantees permitted under clause (a)(iii) above and the underlying Indebtedness subject to such Guarantee is permitted to be secured on the same basis pursuant to Section 6.02 and (iv) Liens of the type permitted under Section 6.02 (other than in respect of debt for borrowed money);

(c) engage in any business activity or own any material assets other than (i) holding the Capital Stock of the Lead Borrower, as applicable, and, indirectly, any other subsidiary of the Lead Borrower, (ii) performing its obligations under the Loan Documents, any ABL Facility, the Senior Notes, any ABL Facility and other Indebtedness, Liens (including the granting of Liens) and Guarantees permitted hereunder and any permitted refinancing thereof; (iii) issuing its own Capital Stock (including, for the avoidance of doubt, the making of any dividend or distribution on account of, or any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of, any shares of any

class of Capital Stock); (iv) filing Tax reports and paying Taxes and other customary obligations in the ordinary course (and contesting any Taxes); (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing organizational records and other organizational activities required to maintain its separate organizational structure or to comply with applicable Requirements of Law; (vii) effecting any initial public offering of its Capital Stock; (viii) holding (A) Cash, Cash Equivalents and other assets received in connection with permitted distributions or dividends received from, or permitted Investments or permitted Dispositions made by, any of its subsidiaries or permitted contributions to the capital of, or proceeds from the issuance of Capital Stock of, Holdings pending the application thereof and (B) the proceeds of Indebtedness permitted by Section 6.01; (x) providing indemnification for its officers, directors, members of management, employees and advisors or consultants; (xi) participating in tax, accounting and other administrative matters; (xii) making payments of the type permitted under Section 6.09(f) and the performance of its obligations under any document, agreement and/or Investment contemplated by the Transactions or otherwise not prohibited under this Agreement; (xiii) complying with applicable Requirements of Law (including with respect to the maintenance of its existence); (xiv) making and holding intercompany loans to the Lead Borrower and/or the Restricted Subsidiaries of the Lead Borrower, as applicable; (xv) making and holding Investments of the type permitted under Section 6.06(h); and (xvi) activities incidental to any of the foregoing; or

(d) consolidate or amalgamate with, or merge with or into, or convey, sell or otherwise transfer all or substantially all of its assets to, any Person**provided** that, so long as no Default or Event of Default exists or would result therefrom, (A) Holdings may consolidate or amalgamate with, or merge with or into, any other Person (other than the Lead Borrower and any of its subsidiaries) so long as (i) Holdings is the continuing or surviving Person or (ii) if the Person formed by or surviving any such consolidation, amalgamation or merger is not Holdings, (x) the successor Person expressly assumes all obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent and (y) the Lead Borrower delivers a certificate of a Responsible Officer with respect to the satisfaction of the conditions set forth in clause (x) of this clause (A) and (B) Holdings may convey, sell or otherwise transfer all or substantially all of its assets to any other Person (other than the Lead Borrower and any of its subsidiaries) so long as (x) no Change of Control results therefrom, (y) the Person acquiring such assets expressly assumes all of the obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent and (z) the Lead Borrower delivers a certificate of a Responsible Officer with respect to the satisfaction of the conditions under clause (x) set forth in this clause (B); provided, further, that if the conditions set forth in the preceding proviso are satisfied, the successor to Holdings will succeed to, and be substituted for, Holdings under this Agreement and all references herein and in the other Loan Documents to Holdings shall be deemed a reference to such successor.

Section 6.15 Financial Covenant.

(a) Fixed Charge Coverage Ratio. During any Covenant Trigger Period, the Lead Borrower will not permit the Fixed Charge Coverage Ratio (calculated on a Pro Forma Basis as of the last day of the most recently ended Test Period) to be less than 1.00:1.00.

(b) Financial Cure. Notwithstanding anything to the contrary in this Agreement (including Article 7), in the event the Lead Borrower has failed to comply with Section 6.15(a) above for any Fiscal Quarter, the Lead Borrower shall have the right (the "**Cure Right**") (at any time during such Fiscal Quarter or thereafter until the date that is 15 Business Days after the date on which financial statements for such Fiscal Quarter are required to be delivered pursuant to Section 5.01(a) or (b), as

applicable) to issue Qualified Capital Stock or other equity (such other equity to be on terms reasonably acceptable to the Administrative Agent) for Cash or otherwise receive Cash contributions in respect of Qualified Capital Stock (the "**Cure Amount**"), and thereupon the Lead Borrower's compliance with Section 6.15(a) shall be recalculated giving effect to a pro forma increase in the amount of Consolidated Adjusted EBITDA by an amount equal to the Cure Amount (notwithstanding the absence of a related addback in the definition of "Consolidated Adjusted EBITDA") solely for the purpose of determining compliance with Section 6.15(a) as of the end of such Fiscal Quarter and for applicable subsequent periods that include such Fiscal Quarter. If, after giving effect to the foregoing recalculation (but not, for the avoidance of doubt, taking into account any immediate repayment of Indebtedness in connection therewith), the requirements of Section 6.15(a) would be satisfied, then the requirements of Section 6.15(a) shall be deemed satisfied as of the end of the relevant Fiscal Quarter with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of Section 6.15(a) that had occurred (or would have occurred) shall be deemed cured for the purposes of this Agreement. Notwithstanding anything herein to the contrary, (i) in each four consecutive Fiscal Quarter period there shall be at least two Fiscal Quarters (which may, but are not required to be, consecutive) in which the Cure Right is not exercised, (ii) during the term of this Agreement, the Cure Right shall not be exercised more than five times, (iii) the Cure Amount shall be no greater than the amount required for the purpose of complying with Section 6.15(a), (iv) upon the Administrative Agent's receipt of a written notice from the Lead Borrower that the Lead Borrower intends to exercise the Cure Right (a "**Notice of Intent to Cure**"), until the 15th Business Day following the date on which financial statements for the Fiscal Quarter to which such Notice of Intent to Cure relates are required to be delivered pursuant to Section 5.01(a) or (b), as applicable, neither the Administrative Agent (nor any sub-agent therefor) nor any Lender shall exercise any right to accelerate the Revolving Loans or terminate the Commitments or any Additional Revolving Commitments, and none of the Administrative Agent (nor any sub-agent therefor) nor any Lender or Secured Party shall exercise any right to foreclose on or take possession of the Collateral or any other right or remedy under the Loan Documents solely on the basis of the relevant Event of Default under Section 6.15(a), (v) during any Test Period in which any Cure Amount is included in the calculation of Consolidated Adjusted EBITDA as a result of any exercise of the Cure Right, such Cure Amount shall be (A) counted solely as an increase to Consolidated Adjusted EBITDA (and not as a reduction of Indebtedness) for the purpose of determining compliance with Section 6.15(a) for the Fiscal Quarter in respect of which the Cure Right was exercised (other than, with respect to any future period, to the extent of any portion of such Cure Amount that is actually applied to repay Indebtedness) and (B) disregarded for all other purposes, including the purpose of determining basket levels set forth in Article 6 of this Agreement and (vi) no Lender or Issuing Bank shall be required to make any Loan or issue any Letter of Credit from and after such time as the Administrative Agent has received the Notice of Intent to Cure unless and until the Cure Amount is actually received.

ARTICLE 7

EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (each, an "**Event of Default**") shall occur:

(a) Failure To Make Payments When Due. Failure by the Lead Borrower to pay (i) any principal of any Revolving Loan when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Revolving Loan or any fee or any other amount due hereunder within five Business Days after the date due; or

(b) Default in Other Agreements. (i) Failure by any Loan Party or any of its Restricted Subsidiaries to pay when due any principal of or interest on or any other amount payable in

respect of one or more items of Indebtedness (other than Indebtedness referred to in clause (a) above) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the grace period, if any, provided therefor; or (ii) breach or default by any Loan Party or any of its Restricted Subsidiaries with respect to any other term of (A) one or more items of Indebtedness with an aggregate outstanding principal amount exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness (other than, for the avoidance of doubt, with respect to Indebtedness consisting of Hedging Obligations, termination events or equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by any Loan Party or any Restricted Subsidiary), in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; provided that clause (ii) of this paragraph (b) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder; provided, further, that any failure described under clause (i) or (ii) above is unremedied and is not waived by the holders of such Indebtedness prior to any termination of the Commitments or acceleration of the Revolving Loans pursuant to this Article 7;

(c) Breach of Certain Covenants. Failure of any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(e)(i), Section 5.02 (as it applies to the preservation of the existence of the Lead Borrower), or Article 6; or

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Loan Party in any Loan Document or in any certificate required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Perfection Certificate and any Perfection Certificate Supplement) being untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Failure by any Loan Party (i) in the performance of or compliance with Section 5.01(l) which default has not been remedied or waived within five Business Days (or three Business Days when delivery of weekly Borrowing Base Certificates is required) after receipt by the Lead Borrower of written notice thereof from the Administrative Agent, (ii) in the performance of or compliance with Section 5.16 which default has not been remedied or waived within ten days (or two days during the continuance of a Cash Dominion Period) after receipt by the Lead Borrower of written notice thereof from the Administrative Agent or (iii) in the performance of or compliance with any term contained herein or any of the other Loan Documents (other than any such term referred to in the foregoing clauses (i) or (ii) or in any other Section of this Article 7), which default has not been remedied or waived within 30 days after receipt by the Lead Borrower of written notice thereof from the Administrative Agent; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry by a court of competent jurisdiction of a decree or order for relief in respect of Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in an involuntary case under any Debtor Relief Law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal, provincial, state or local law; (ii) the commencement of an involuntary case against Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) under any Debtor Relief Law; the entry by a court having jurisdiction in the premises of a decree or order for the appointment of a receiver, administrative receiver, administrator, receiver and manager, (preliminary) insolvency receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Holdings, the Lead Borrower or any of its Restricted

Subsidiaries (other than any Immaterial Subsidiary), or over all or a substantial part of its property; (iii) with respect to any UK Loan Party, the suspension of payments, order for relief, a moratorium of any indebtedness, winding–up, dissolution, administration or reorganisation (whether by way of voluntary or involuntary arrangement, scheme of arrangement or otherwise); or (iv) the involuntary appointment of an interim receiver, trustee, administrative receiver, administrator or other custodian of Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) for all or a substantial part of its property, which in the case of a Loan Party other than the UK Loan Parties remains undismissed, unvacated, unbounded or unstayed pending appeal for 60 consecutive days or in the case of a UK Loan Party such action or proceeding is being contested in good faith and is not discharged, stayed or dismissed within 21 days of commencement; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry against Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of an order for relief, the commencement by Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a voluntary case under any Debtor Relief Law, or the consent by Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case, under any Debtor Relief Law, or the consent by the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the appointment of or taking possession by a receiver, receiver and manager, trustee, administrative receiver, administrator or other custodian for all or a substantial part of its property; (ii) the making by Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a general assignment, composition, compromise or arrangements for the benefit of creditors; or (iii) the admission by Holdings, the Lead Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in writing of their inability to pay their respective debts as such debts become due; or

(h) Judgments and Attachments. The entry or filing of one or more final money judgments, writs or warrants of attachment or similar process against Holdings, the Lead Borrower or any of its Restricted Subsidiaries or any of their respective assets involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by self-insurance (if applicable) or by insurance as to which the relevant third party insurance company has been notified and not denied coverage), which judgment, writ, warrant or similar process remains unpaid, undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 days; or

(i) Employee Benefit Plans; UK Pensions. The occurrence of one or more ERISA Events, which individually or in the aggregate result in liability of Holdings, the Lead Borrower or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect or the issuance by the Pensions Regulator of one or more Contribution Notices or Financial Support Directions to any UK Loan Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Change of Control. The occurrence of a Change of Control; or

(k) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof (i) any material Loan Guaranty for any reason ceasing to be in full force and effect (other than in accordance with its terms or as a result of the occurrence of the Termination Date) or being declared to be null and void or the repudiation in writing by any Loan Party of its obligations thereunder (other than as a result of the discharge of such Loan Party in accordance with the terms thereof), (ii) this Agreement or any material Collateral Document ceasing to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof, the occurrence of the Termination Date or any other termination of such Collateral Document in accordance

with the terms thereof) or being declared null and void or any Lien on Collateral created under any Collateral Document ceasing to be perfected with respect to a material portion of the Collateral (other than solely by reason of (x) the failure of the Administrative Agent to maintain possession of any Collateral actually delivered to it or the failure of the Administrative Agent to file UCC or PPSA (or equivalent) continuation statements, (y) a release of Collateral in accordance with the terms hereof or thereof or (z) the occurrence of the Termination Date or any other termination of such Collateral Document in accordance with the terms thereof) or (iii) the contesting by any Loan Party of the validity or enforceability of any material provision of any Loan Document (or any Lien purported to be created by the Collateral Documents or Loan Guaranty) in writing or denial by any Loan Party in writing that it has any further liability (other than by reason of the occurrence of the Termination Date), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; or

(l) Subordination. The Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any permitted Subordinated Indebtedness in excess of the Threshold Amount or any such subordination provision being invalidated or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto;

then, and in every such event (other than an event with respect to the Borrowers described in clause (f) or (g) of this Article)) and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Lead Borrower, take any of the following actions, at the same or different times: (i) terminate the Commitments or any Additional Revolving Commitments, and thereupon such Commitments and/or Additional Revolving Commitments shall terminate immediately, (ii) declare the Revolving Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Revolving Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Borrower and (iii) require that the US Borrower deposit in the US LC Collateral Account, the Canadian Borrowers deposit in the Canadian LC Collateral Account and the European Borrowers deposit in the European LC Collateral Account, an additional amount in Cash as reasonably requested by the Issuing Banks (not to exceed 101% of the relevant face amount) of the then outstanding US LC Exposure (minus the amount then on deposit in the US LC Collateral Account), Canadian LC Exposure (minus the amount then on deposit in the Canadian LC Collateral Account) or European LC Exposure (minus the amount then on deposit in the European LC Collateral Account), as applicable; provided that upon the occurrence of an event with respect to any Borrower (other than any Borrower that is a Canadian Loan Party, Dutch Loan Party or UK Loan Party that is not bound by the applicable Debtor Relief Laws) described in clause (f) or (g) of this Article, any such Commitments and/or Additional Revolving Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC or the PPSA.

ARTICLE 8

THE ADMINISTRATIVE AGENT

Section 8.01 The Administrative Agent.

Each of the Lenders and the Issuing Banks hereby irrevocably appoints Citi (or any successor appointed pursuant hereto) as Administrative Agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Any Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any subsidiary of any Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default exists, and the use of the term "agent" herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; it being understood that such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary power, except discretionary rights and powers that are expressly contemplated by the Loan Documents and which the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the relevant circumstances as provided in Section 9.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable laws, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Lead Borrower or any of its Restricted Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable to the Lenders or any other Secured Party for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the relevant circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Lead Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any covenant, agreement or other term or condition set

forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of any Lien on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vii) any property, book or record of any Loan Party or any Affiliate thereof.

If any Lender (including Citi, in its capacity as a Lender) acquires knowledge of a Default or Event of Default, it shall promptly notify the Administrative Agent and the other Lenders thereof in writing. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Obligations under any Loan Document, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at any foreclosure sale, UCC or PPSA sale, any sale under Section 363 of the Bankruptcy Code or other similar Dispositions of Collateral. Notwithstanding the foregoing, however, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Obligations held by such Lender, including the filing of a proof of claim in a case under the Bankruptcy Code.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Borrowers, the Administrative Agent and each Secured Party agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan Guaranty; it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by, the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the other Loan Documents may be exercised solely by, the Administrative Agent, and (ii) in the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or in the event of any other Disposition (including pursuant to Section 363 of the Bankruptcy Code), (A) the Administrative Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such Disposition and (B) the Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such Disposition.

No holder of any Secured Hedging Obligation or Secured Banking Services Obligation in its respective capacity as such shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under this Agreement.

Each of the Lenders hereby irrevocably authorizes (and by entering into a Hedge Agreement with respect to any Secured Hedging Obligation and/or by entering into documentation in connection with any Banking Services Obligation, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the instruction of the Required Lenders:

(a) consent to the Disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any Disposition pursuant to the applicable provisions of the Bankruptcy Code, including Section 363 thereof;

(b) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code, including under Section 363 thereof;

(c) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC or PPSA, including pursuant to Sections 9-610 or 9-620 of the UCC;

(d) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any foreclosure or other Disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(e) estimate the amount of any contingent or unliquidated Secured Obligations of such Lender or other Secured Party;

it being understood that no Lender shall be required to fund any amount in connection with any purchase of all or any portion of the Collateral by the Administrative Agent pursuant to the foregoing clause (b), (c) or (d) without its prior written consent.

Each Secured Party agrees that the Administrative Agent is under no obligation to credit bid any part of the Secured Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase described under clause (b), (c) or (d) of the preceding paragraph, the Secured Obligations owed to all of the Secured Parties (other than with respect to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) may be, and shall be, credit bid by the Administrative Agent on a ratable basis.

With respect to each contingent or unliquidated claim that is a Secured Obligation, the Administrative Agent is hereby authorized, but is not required, to estimate the amount thereof for purposes of any credit bid or purchase described in the second preceding paragraph so long as the estimation of the amount or liquidation of such claim would not unduly delay the ability of the Administrative Agent to credit bid the Secured Obligations or purchase the Collateral in the relevant Disposition. In the event that the Administrative Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Administrative Agent to consummate any credit bid or purchase in accordance with the second preceding paragraph, then any contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

Each Secured Party whose Secured Obligations are credit bid under clause (b), (c) or (d) of the third preceding paragraph shall be entitled to receive interests in the Collateral or any other asset acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Secured Obligations of such Secured Party that were credit bid in such credit bid or other Disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid or other Disposition.

In addition, in case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that the Administrative Agent (irrespective of whether the principal of any Revolving Loan or LC exposure is then due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Revolving Loans or LC Exposure 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 Issuing Banks and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders and the Administrative Agent under Sections 2.12 and 9.03) allowed in such judicial proceeding; and

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

Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Bank to make such payments to the Administrative Agent and, in the event that the Administrative Agent consents to the making of such payments directly to the Lenders and the Issuing Banks, 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 amount due to the Administrative Agent under Sections 2.12 and 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to 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 a Revolving Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender, or the applicable Issuing Bank, unless the Administrative Agent has received notice to the contrary from such Lender or Issuing Bank prior to the making of such Revolving Loan, or the issuance of a Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or moresub-agents appointed by it. The Administrative Agent and any such sub-agent may perform any and all of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

The Administrative Agent may resign or be removed at any time by delivery of ten days' prior written notice to the Lenders, the Issuing Bank and the Lead Borrower or the Administrative Agent, as applicable. If the Administrative Agent becomes subject to an insolvency proceeding, either the Required Lenders or the Lead Borrower may, upon ten days' notice, remove the Administrative Agent. Upon receipt of any such notice of resignation or delivery of any such notice of removal, the Required Lenders shall have the right, with the consent of the Lead Borrower (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent which shall be a commercial bank or trust company with offices in the U.S. having combined capital and surplus in excess of $1,000,000,000; provided that during the existence and continuation of an Event of Default under Section 7.01(a) or, with respect to Holdings or the Borrowers, Section 7.01(f) or (g), no consent of the Lead Borrower shall be required. If no successor shall have been appointed as provided above and accepted such appointment within ten days after the retiring Administrative Agent gives notice of its resignation or the Administrative Agent receives notice of removal, then (a) in the case of a retirement, the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications set forth above (including, for the avoidance of doubt, consent of the Lead Borrower) or (b) in the case of a removal, the Lead Borrower may, after consulting with the Required Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that (x) in the case of a retirement, if the Administrative Agent notifies the Lead Borrower, the Lenders and the Issuing Banks that no qualifying Person has accepted such appointment or (y) in the case of a removal, the Lead Borrower notifies the Required Lenders that no qualifying Person has accepted such appointment, then, in each case, such resignation or removal shall nonetheless become effective in accordance with and on the 30th day following delivery of such notice and (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent in its capacity as collateral agent for the Secured Parties for perfection purposes, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations required to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Bank directly (and each Lender and each Issuing Bank will cooperate with the Lead Borrower to enable the Lead Borrower to take such actions), until such time as the Required Lenders or the Lead Borrower, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 8. Upon the acceptance of its appointment as Administrative Agent hereunder as a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder (other than its obligations under Section 9.13). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Lead Borrower and such successor Administrative Agent. After the Administrative Agent's resignation or removal hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any action taken or omitted to be taken by any of them while the relevant Person was acting as Administrative Agent (including for this purpose holding any collateral security following the retirement or removal of the Administrative Agent). Notwithstanding anything to the contrary herein, no Disqualified Institution (nor any Affiliate thereof) may be appointed as a successor Administrative Agent. For purposes of any Collateral Document governed by the laws of the Netherlands or any other right of pledge governed by the laws of the Netherlands (a "**Dutch Collateral Document**"), any resignation by the Administrative Agent is not effective with respect to its rights under the Parallel Debts until all rights

and obligations under the Parallel Debts have been assigned and assumed to the successor agent. The Administrative Agent will reasonably cooperate in transferring its rights and obligations under the Parallel Debts to any such successor agent and will reasonably cooperate in transferring all rights under any Dutch Collateral Document to such successor agent.

Notwithstanding anything to the contrary contained herein, each Issuing Bank may, upon ten days' prior written notice to the Lead Borrower, each other Issuing Bank and the Lenders, resign as Issuing Bank, which resignation shall be effective as of the date referenced in such notice (but in no event less than ten days after the delivery of such written notice); it being understood that in the event of any such resignation, any Letter of Credit then outstanding shall remain outstanding (irrespective of whether any amounts have been drawn at such time). In the event of any such resignation as an Issuing Bank, the Lead Borrower shall, unless an Event of Default under Section 7.01(a) or, with respect to Holdings or the Borrowers, Section 7.01(f) or (g) then exists, be entitled to appoint any Revolving Lender that is willing to accept such appointment as successor Issuing Bank hereunder. Upon the acceptance of any appointment as Issuing Bank hereunder by a successor Issuing Bank, such successor Issuing Bank thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Issuing Bank and the retiring Issuing Bank shall be discharged from its duties and obligations in such capacity hereunder.

Each Lender and each Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent of each or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent of each or any other Lender or any of their respective 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 related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders and the Issuing Banks by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender or any Issuing Bank with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or any of its Related Parties.

Notwithstanding anything to the contrary herein, the Arrangers shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities as the Administrative Agent, an Issuing Bank or a Lender hereunder, as applicable.

Each Secured Party irrevocably authorizes and instructs the Administrative Agent to, and the Administrative Agent shall,

(a) release any Lien on any property granted to or held by Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred as part of or in connection with any Disposition permitted under the Loan Documents to a Person that is not a Loan Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if the property subject to such Lien is owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guaranty otherwise in accordance with the Loan Documents, (v) as required under clause (d) below or (vi) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.02;

(b) subject to Section 9.23, release any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Person ceases to be a Restricted Subsidiary (or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder; provided that the release of any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if at the time such Guarantor becomes an Excluded Subsidiary of such type (1) no Event of Default exists, (2) after giving pro forma effect to such release and the consummation of the transaction that causes such Person to be an Excluded Subsidiary of such type, the Lead Borrower is deemed to have made a new Investment in such Person for purposes of Section 6.06 (as if such Person were then newly acquired) in an amount equal to the portion of the fair market value of the net assets of such Person attributable to the Lead Borrower's equity interest therein as reasonably estimated by the Lead Borrower and such Investment is permitted pursuant to Section 6.06 (other than Section 6.06(f)) at such time and (3) a Responsible Officer of the Lead Borrower certifies to the Administrative Agent compliance with preceding clauses (1) and (2));

(c) 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 Sections 6.02(d), 6.02(e), 6.02(g), 6.02(m), 6.02(n), 6.02(o), 6.02(q), 6.02(r), 6.02(x), 6.02(y), 6.02(z)(i), 6.02(bb), 6.02(cc), 6.02(ee), 6.02(ff) and 6.02(ll) (and any Liens securing Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under Section 6.02(k)); provided, that the subordination of any Lien on any property granted to or held by the Administrative Agent shall only be required to the extent that the Lien of the Administrative Agent with respect to such property is required to be subordinated to the relevant Permitted Lien in accordance with applicable law or the documentation governing the Indebtedness that is secured by such Permitted Lien; and

(d) enter into subordination, intercreditor and/or similar agreements with respect to Indebtedness that is (i) required or permitted to be subordinated hereunder and/or (ii) secured by Liens, and with respect to which Indebtedness, this Agreement contemplates an intercreditor, subordination or collateral trust agreement.

Upon the request of 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 Loan Party from its obligations under the Guarantee or its Lien on any Collateral pursuant to this Article 8. In each case as specified in this Article 8, the Administrative Agent will (and each Lender, and Issuing Bank, hereby authorizes the Administrative Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest therein, or to release such Loan Party from its obligations under the Loan Guaranty, in each case in accordance with the terms of the Loan Documents and this Article 8; provided that upon the request of the Administrative Agent, the Lead Borrower shall deliver a certificate of a Responsible Officer certifying that the relevant transaction has been consummated in compliance with the terms of this Agreement.

The Administrative Agent is authorized to enter into any intercreditor agreement contemplated hereby with respect to Indebtedness (A) that is (i) required or permitted to be subordinated hereunder, (ii) secured by Liens and/or (iii) otherwise required to be subject to an Acceptable Intercreditor Agreement and (B) which contemplates an intercreditor, subordination or collateral trust agreement (any such intercreditor agreement, an "**Additional Agreement**"), and the parties hereto acknowledge that any such Additional Agreement is binding upon them. Each Lender, and Issuing Bank, (a) hereby agrees that

it will be bound by, and will not take any action contrary to any Additional Agreement and (b) hereby authorizes and instructs the Administrative Agent to enter into any Additional Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrowers, and the Secured Parties are intended third-party beneficiaries of such provisions and the provisions of any Additional Agreement.

To the extent that the Administrative Agent (or any Affiliate thereof) is not reimbursed and indemnified by the Borrowers, the Lenders will reimburse and indemnify the Administrative Agent (and any Affiliate thereof) in proportion to their respective Applicable Percentages (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any Affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. If the forms or other documentation required by Section 2.17 are not delivered to the Administrative Agent, then the Administrative Agent may withhold from any payment to any Lender not providing such forms or other documentation, an amount equivalent to the applicable withholding tax. If the IRS or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding tax ineffective or for any other reason, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section. The provisions of this Section 8.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

For greater certainty, and without limiting the powers of the Administrative Agent, each of the Lenders and the Issuing Banks hereby irrevocably appoints the Administrative Agent as hypothecary representative of the Secured Parties as contemplated under Article 2692 of the Civil Code of Quebec in order to hold hypothecs and security granted by any Loan Party on property pursuant to the laws of the Province of Quebec and to exercise such powers and duties which are conferred upon the Secured Parties thereunder. The execution by the Administrative Agent as hypothecary representative prior to this Agreement of any deeds of hypothec or other security documents is hereby ratified and confirmed. The appointment of the Administrative Agent as hypothecary representative shall be deemed to have been ratified and confirmed by each Person accepting an assignment of, a participation in or an arrangement in respect of, all or any portion of any Secured Parties' rights and

obligations under this Agreement by the execution of an assignment, including an Assignment and Assumption or a joinder or other agreement pursuant to which it becomes such assignee or participant. In the event of the resignation or removal of the Administrative Agent and appointment of a successor Administrative Agent, such successor Administrative Agent shall also act as hypothecary representative without further formality, except the filing of a notice of replacement of hypothecary representative pursuant to Article 2692 of the Civil Code of Quebec.

Section 8.02 Parallel Debt.

(a) Each Loan Party which agrees to provide security expressed to be governed by Dutch law (a "**Dutch Collateral Party**") hereby irrevocably and unconditionally undertakes to pay to the Administrative Agent an amount equal to the amounts due by that Dutch Collateral Party in respect of its Corresponding Obligations as they may exist from time to time. The payment undertaking of each Dutch Collateral Party under this Article 8 (*Parallel Debt*) are each to be referred to as a "**Parallel Debt**".

(b) The Parallel Debts of each Dutch Collateral Party will be payable in the currency or currencies of the Corresponding Obligations and will become due and payable as and when and to the extent one or more of the relevant Corresponding Obligations become due and payable. An Event of Default in respect of the Corresponding Obligations shall constitute a default (*verzuim*) within the meaning of section 3:248 of the Dutch Civil Code with respect to the Parallel Debts without any notice being required.

(c) Each of the parties to this Agreement hereby acknowledges that:

(i) each Parallel Debt constitutes an undertaking, obligation and liability to the Administrative Agent which is separate and independent from, and without prejudice to, the Corresponding Obligations of the relevant Dutch Collateral Party; and

(ii) each Parallel Debt represents the Administrative Agent's own separate and independent claim to receive payment of the Parallel Debt from the relevant Dutch Collateral Party,

it being understood, in each case, that pursuant to this clause (c), the amount which may become payable by each Dutch Collateral Party as a Parallel Debt shall never exceed the total of the amounts which are payable under or in connection with the Corresponding Obligations at that time.

(d) For the purpose of this Article 8 the Administrative Agent acts in its own name and on behalf of itself and not as agent, trustee or representative of any other Secured Party.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Notices.

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

(i) if to any Loan Party, to such Loan Party in the care of the Lead Borrower at:

PQ Corporation
Valleybrooke Corporate Center
300 Lindenwood Drive
Malvern, PA 19355-1740
Telephone: 913-744-2013
Facsimile: 913-744-2075
Attention: William J. Sichko
Email: Bill.Sichko@pqcorp.com

with copy to (which shall not constitute notice to any Loan Party):

CCMP Capital Advisors, LP
245 Park Avenue, 16th Floor
New York, NY 10167-2403
Telephone: 212-600-9600
Facsimile: 212-599-3481
Attention: Mark Mcfadden
Email: Mark.Mcfadden@ccmpcapital.com

(ii) if to the Administrative Agent, at:

Citibank, NA.
Citigroup – ABTF Global Loans
1615 Brett Road
New Castle, DE 19720
Telephone: 302-323-3657
Facsimile: 646-274-5025
Attention: Nicholas Malascalza
Email: Nicholas.malascalza@citi.com

with a copy to:

Citibank, N.A.
Asset Based & Transitional Finance
390 Greenwich Street, 1st Fl
New York, NY 10013
Telephone: 212-723-3897
Attention: Christopher Marino
Email: Christopher.marino@citi.com

with a copy to (which shall not constitute notice to the Administrative Agent):

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Attention: Eugene Mazzaro / Alfred Xue
Email: Eugene.mazzaro@lw.com / Alfred.xue@lw.com

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

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof or three Business Days after dispatch if sent by certified or registered mail, in each case, delivered, sent or mailed (properly addressed) to the relevant party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that received notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notices or other communications shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or Intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent or the Lead Borrower (on behalf of any Loan Party) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) 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 not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) 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 (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number or other notice information hereunder by notice to the other parties hereto.

(d) The Borrowers hereby acknowledge that (A) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (B) certain of the Lenders (each, a "**Public Lender**") may have personnel who do not wish to receive material non-public information and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrowers hereby agree that (x) by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) (provided, however, that to the extent such Borrower Materials constitute Confidential Information, they shall be treated as set forth in Section 9.13); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information"; provided that, for purposes of the foregoing, all information and materials provided pursuant to Section 5.01(a) or (b) shall be deemed to be suitable for posting to Public Lenders.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "*Private Side Information*" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to Communications that are not made available through the "*Public Side Information*" portion of the Platform and that may contain material nonpublic information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

THE PLATFORM IS PROVIDED "*AS IS*" AND "*AS AVAILABLE*." NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR MATERIAL BREACH OF ANY LOAN DOCUMENT.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same is permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Revolving Loan or the issuance of any Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to clauses (A), (B), (C) and (D) of this Section 9.02(b) and Sections 9.02(d) below, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan

Document (other than any waiver, amendment or modification to effectuate any modification thereto expressly contemplated by the terms of such other Loan Documents), pursuant to an agreement or agreements in writing entered into by the Administrative Agent and each Loan Party that is party thereto, with the consent of the Required Lenders; provided that, notwithstanding the foregoing:

(A) except with the consent of each Lender directly and adversely affected thereby (but without the consent of the Required Lenders), no such waiver, amendment or modification shall:

(1) increase the Commitment or Additional Revolving Commitment of such Lender (other than with respect to any Incremental Revolving Facility pursuant to Section 2.22 in respect of which such Lender has agreed to be an Additional Revolving Lender); it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments or Additional Revolving Commitments shall constitute an increase of any Commitment or Additional Revolving Commitment of such Lender;

(2) reduce or forgive the principal amount of any Revolving Loan;

(3) (x) extend the scheduled final maturity of any Revolving Loan or (y) postpone any Interest Payment Date or the date of any scheduled payment of any fee payable hereunder (in each case, other than any extension for administrative reasons agreed by the Administrative Agent);

(4) reduce the rate of interest (other than to waive any Default or Event of Default or obligation of the Borrowers to pay interest at the default rate of interest under Section 2.13(d), which shall only require the consent of the Required Lenders) or the amount of any fee owed to such Lender; it being understood that no change in the definition of "Average Availability", "Average Usage" or any other ratio used in the calculation of the Applicable Rate, or in the calculation of any other interest or fee due hereunder (including any component definition thereof) shall constitute a reduction in any rate of interest or fee hereunder;

(5) extend the expiry date of such Lender's Commitment or Additional Revolving Commitment; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments or Additional Revolving Commitments shall constitute an extension of any Commitment or Additional Revolving Commitment of any Lender;

(6) waive, amend or modify the provisions of Section 2.11(a), 2.18(b) or 2.18(c) of this Agreement in a manner that would by its terms alter the *pro rata* sharing of payments or order of application required thereby (except in connection with any transaction permitted under Sections 2.22, 2.23 and/or 9.05(g) or as otherwise provided in this Section 9.02); and

(B) no such waiver, amendment or modification shall:

(1) change any of the provisions of Section 9.02(a) or Section 9.02(b) or the definition of "Required Lenders", "US Super Majority Lenders", "Canadian Super Majority Lenders" or "European Super Majority Lenders" to reduce any voting percentage required to waive, amend or modify any right thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Lender;

(2) release all or substantially all of the Collateral from the Lien granted pursuant to the Loan Documents (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 9.23), without the prior written consent of each Lender; or

(3) release all or substantially all of the value of the Guarantees under the Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Section 9.23 hereof), without the prior written consent of each Lender;

(C) no such agreement shall (i) change the definition of the term "US Borrowing Base" or any component definition of any thereof (including the definitions of "Eligible Accounts" or "Eligible Inventory"), in each case the effect of which change would modify amounts available to be borrowed, except with the consent of the US Super Majority Lenders (but without the consent of the Required Lenders), (ii) change the definition of the term "Canadian Borrowing Base" or any component definition of any thereof (including the definitions of "Eligible Accounts" or "Eligible Inventory"), in each case the effect of which change would modify amounts available to be borrowed, except with the consent of the Canadian Super Majority Lenders (but without the consent of the Required Lenders) and (iii) change the definition of the term "European Borrowing Base" or any component definition of any thereof (including the definitions of "Eligible Accounts" or "Eligible Inventory"), in each case the effect of which change would modify amounts available to be borrowed, except with the consent of the European Super Majority Lenders (but without the consent of the Required Lenders);

(D) solely with the consent of the relevant Issuing Bank and the Administrative Agent, any such agreement may waive, amend or modify the definitions of "Letter of Credit Sublimit", "US Letter of Credit Sublimit", "Canadian Letter of Credit Sublimit" or "European Letter of Credit Sublimit" or Section 2.05 (other than Section 2.05(d)); and

(E) no such agreement shall amend or waive any condition precedent to the making of a Revolving Loan (i) to the US Borrower, except with the consent of the US Required Lenders (but without the consent of the Required Lenders), (ii) to a Canadian Borrower, except with the consent of the Canadian Required Lenders consent (but without the consent of the Required Lenders) or (iii) to a European Borrower, except with the consent of the European Required Lenders (but without the consent of the Required Lenders) consent.

provided, further, that no agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder without the prior written consent of the Administrative Agent or such Issuing Bank. The Administrative Agent may also

amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.05, incurrences of Additional Revolving Commitments or Additional Revolving Loans pursuant to Section 2.22, 2.23 and reductions or terminations of any such Additional Revolving Commitments or Additional Revolving Loans. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except (1) as permitted by Section 2.21(b) and (2) that the Commitment and any Additional Revolving Commitment of any Defaulting Lender may not be increased without the consent of such Defaulting Lender (it being understood that any Commitment, Additional Revolving Commitment or Revolving Loan held or deemed held by any Defaulting Lender shall be excluded from any vote hereunder that requires the consent of any Lender, except as expressly provided in Section 2.21(b)). Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities permitted hereunder to this Agreement and to permit any extension of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the relevant benefits of this Agreement and the other Loan Documents and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion.

(c) [Reserved]:

(d) Notwithstanding anything to the contrary contained in this Section 9.02 or any other provision of this Agreement or any provision of any other Loan Document, (i) the Borrowers and the Administrative Agent may, without the input or consent of any Lender, amend, supplement and/or waive any guaranty, collateral security agreement, pledge agreement and/or related document (if any) executed in connection with this Agreement to (x) comply with Requirements of Law or the advice of counsel or (y) cause any such guaranty, collateral security agreement, pledge agreement or other document to be consistent with this Agreement and/or the relevant other Loan Documents, (ii) the Borrowers and the Administrative Agent may, without the input or consent of any other Lender (other than the relevant Lenders (including Additional Revolving Lenders) providing Revolving Loans under such Sections), effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Borrowers and the Administrative Agent to effect the provisions of Section 2.22, 2.23, 5.12 or 6.13, or any other provision specifying that any waiver, amendment or modification may be made with the consent or approval of the Administrative Agent and (iii) if the Administrative Agent and the Borrowers have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of any Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision solely to address such matter as reasonably determined by them acting jointly.

Section 9.03 Expenses; Indemnity.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Arranger, the Administrative Agent and their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole) in connection with the syndication and distribution (including via the Internet or through a service such as SyndTrak) of the Revolving Facilities, the preparation, execution, delivery and administration of the Loan Documents and any related documentation, including in connection with any amendment, modification or waiver of any provision of any Loan Document (whether or not the transactions

contemplated thereby are consummated, but only to the extent the preparation of any such amendment, modification or waiver was requested by the Borrowers and except as otherwise provided in a separate writing between the Borrowers, the relevant Arranger and/or the Administrative Agent) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers, the Issuing Banks or the Lenders or any of their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole) in connection with the enforcement, collection or protection of their respective rights in connection with the Loan Documents, including their respective rights under this Section 9.03, or in connection with the Revolving Loans made and/or Letters of Credit issued hereunder. Except to the extent required to be paid on the Closing Date (and invoiced three (3) business days prior thereto), all amounts due under this paragraph (a) shall be payable by the Borrowers within 30 days of receipt of an invoice setting forth such expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request.

(b) The Borrowers shall indemnify each Arranger, each Issuing Bank, the Administrative Agent, and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages and liabilities (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnitees, taken as a whole and solely in the case of an actual or perceived conflict of interest, (x) one additional counsel to all affected Indemnitees, taken as a whole, and (y) one additional local counsel to all affected Indemnitees, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby and/or the enforcement of the Loan Documents, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Revolving Loans or any Letter of Credit, (iii) any actual or alleged Release or presence of Hazardous Materials on, at, under or from any property currently or formerly owned or operated by the Borrowers, any of its Restricted Subsidiaries or any other Loan Party or any Environmental Liability related to the Borrowers, any of its Restricted Subsidiaries or any other Loan Party and/or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrowers, any other Loan Party or any of their respective Affiliates); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that any such loss, claim, damage, or liability (i) is determined by a final and non-appealable judgment of a court of competent jurisdiction (or documented in any settlement agreement referred to below) to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties or, to the extent such judgment finds (or such settlement agreement acknowledges) that any such loss, claim, damage, or liability has resulted from such Person's material breach of the Loan Documents or (ii) arises out of any claim, litigation, investigation or proceeding brought by such Indemnitee against another Indemnitee (other than any claim, litigation, investigation or proceeding that is brought by or against the Administrative Agent or any Arranger, acting in its capacity as the Administrative Agent or as an Arranger) that does not involve any act or omission of Holdings, the Lead Borrower or any of its subsidiaries. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrowers pursuant to this Section 9.03(b) to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment thereof in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrowers within 30 days (x) after written demand therefor, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt of an invoice, setting forth such costs and expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request. This Section 9.03(b) shall not apply to Taxes, except for Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) No Borrower shall be liable for any settlement of any proceeding effected without its consent (which consent shall not be unreasonably withheld or delayed), but if any proceeding is settled with the Borrower's written consent, or if there is a final non-appealable judgment of a court of competent jurisdiction against any Indemnitee in any such proceeding, the Borrowers agree to indemnify and hold harmless each Indemnitee to the extent and in the manner set forth above. The Borrowers shall not, without the prior written consent of the affected Indemnitee (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceeding in respect of which indemnity could have been sought hereunder by such Indemnitee unless (i) such settlement includes an unconditional release of such Indemnitee from all liability or claims that are the subject matter of such proceeding and (ii) such settlement does not include any statement as to any admission of fault or culpability.

Section 9.04 Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, 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, any Revolving Loan or Letter of Credit or the use of the proceeds thereof, except, in the case of any claim by any Indemnitee against any of the Borrowers, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03.

Section 9.05 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that (i) except as provided under Section 6.07, the Borrowers may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrowers without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with the terms of this Section 9.05 (any attempted assignment or transfer not complying with the terms of this Section 9.05 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 permitted assigns, Participants (to the extent provided in paragraph (c) of this Section 9.05) and, to the extent expressly contemplated hereby, the Related Parties of each of the Arrangers, the Administrative Agent, the Issuing Banks, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of any Revolving Loan or Additional Revolving Commitment added pursuant to Section 2.22 or 2.23 at the time owing to it) with the prior written consent (not to be unreasonably withheld or delayed) of:

(A) the Lead Borrower; provided that the Lead Borrower shall be deemed to have consented to any such assignment unless it has objected thereto by written notice to the Administrative Agent within 15 Business Days after receiving written notice thereof; provided, further, that no consent of the Lead Borrower shall be required (x) for any assignment of Additional Revolving Loans or Additional Revolving Commitments to another Lender or an Affiliate of any Lender or (y) if an Event of Default under Section 7.01(a) or Section 7.01(f) or (g) (solely with respect to the Borrowers or Holdings) exists;

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for any assignment to another Lender; and

(C) reserved.

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

(A) except in the case of any assignment to another Lender or any Affiliate of any Lender or any assignment of the entire remaining amount of the relevant assigning Lender's Revolving Loans or commitments of any Class, the principal amount of Revolving Loans or commitments of the assigning Lender subject to the relevant assignment (determined as of the date on which the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent and determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds) shall not be less than $5,000,000 unless the Borrower and the Administrative Agent otherwise consent;

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

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and

(D) the relevant Eligible Assignee, if it is not a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent (1) an Administrative Questionnaire and (2) any forms or other documentation required under Section 2.17.

(iii) Subject to the acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 9.05, from and after the effective date specified in any Assignment and Assumption, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned pursuant to 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 (A) entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and (B) subject to its obligations thereunder and under Section 9.13). If any assignment by any Lender holding any Promissory Note is made after the issuance of such Promissory Note, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent

for cancellation, and, following such cancellation, if requested by either the assignee or the assigning Lender, the applicable Borrower shall issue and deliver a new Promissory Note to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new commitments and/or outstanding Revolving Loans of the assignee and/or the assigning Lender.

(iv) The Administrative Agent, acting for this purpose as an agent of the applicable Borrower, shall maintain at one of its offices outside of the United Kingdom 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 their respective successors and assigns, and the commitment of, and principal amount of and stated interest on the Revolving Loans and LC Disbursements owing to, each Lender or Issuing Bank pursuant to the terms hereof from time to time (the "**Register**"). Failure to make any such recordation, or any error in such recordation, shall not affect the Borrower's obligations in respect of such Loans and LC Disbursements. The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent, the Issuing Banks 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. The Register shall be available for inspection by any Borrower, any Issuing Bank, and each Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee's completed Administrative Questionnaire and any tax certification required by Section 9.05(b)(ii)(D)(2) (unless the assignee is already a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.05, if applicable, and any written consent to the relevant assignment required byparagraph (b) of this Section 9.05, the Administrative Agent shall promptly accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that the amount of its commitments, and the outstanding balances of its Revolving Loans, in each case without giving effect to any assignment thereof which has not become effective, are as set forth in such Assignment and Assumption, (B) except as set forth in clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statement, warranty or representation made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrowers or any Restricted Subsidiary or the performance or observance by the Borrowers or any Restricted Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment and Assumption; (D) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (E) such assignee will independently and without reliance upon the Administrative

Agent, the assigning Lender or any other Lender and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, without the consent of any Borrower, the Administrative Agent, any Issuing Bank, or any other Lender, sell participations to any bank or other entity (other than to any Disqualified Institution or any natural Person (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its commitments and the Revolving Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which any 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 relevant Participant, agree to any amendment, modification or waiver described in (x) clause (A) of the first proviso to Section 9.02(b) that directly and adversely affects the Revolving Loans or commitments in which such Participant has an interest and (y) clause (B)(1), (2) or (3) of the first proviso to Section 9.02(b). Subject to paragraph (c)(ii) of this Section 9.05, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.05 (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender, and if additional amounts are required to be paid pursuant to Section 2.17(a) or Section 2.17(c), to the Borrowers and the Administrative Agent upon reasonable written request by the Lead Borrower). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.09 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender.

(ii) No Participant shall be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the participating 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 Lead Borrower's prior written consent expressly acknowledging that such Participant's entitlement to benefits under Sections 2.15, 2.16 and 2.17 is not limited to what the participating Lender would have been entitled to receive absent the participation.

Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register at one of its offices outside of the United Kingdom on which it enters the name and address of each Participant and their respective successors and assigns, and the principal amounts and stated interest of each Participant's interest in the Revolving 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 any Participant's interest in any Commitment, Revolving Loan, Letter of Credit, or any other obligation under any Revolving Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Revolving Loan, Letter of Credit, or other obligation is in registered form under Section 5f.103-1(c) of the Treasury Regulations.

The entries in the Participant Register shall be conclusive absent manifest error, and each 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.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Disqualified Institution or any natural person) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to any Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 9.05 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release any Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Lead Borrower, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Revolving Loan, the Granting Lender shall be obligated to make such Revolving Loan pursuant to the terms hereof. The making of any Revolving Loan by an SPC hereunder shall utilize the Commitment or Additional Revolving Commitment of the Granting Lender to the same extent, and as if, such Revolving Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its obligations under Section 2.15, 2.16 or 2.17) and no SPC shall be entitled to any greater amount underSection 2.15, 2.16 or 2.17 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iii) the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the U.S. or any State thereof; provided that (i) such SPC's Granting Lender is in compliance in all material respects with its obligations to the Borrowers hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 9.05, any SPC may (i) with notice to, but without the prior written consent of, the Lead Borrower or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Revolving Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its Revolving Loans to any rating agency, commercial paper dealer or provider of any surety, guaranty or credit or liquidity enhancement to such SPC.

(f) (i) Any assignment or participation by a Lender without the Lead Borrower's consent, to the extent the Lead Borrower's consent is required under this Section 9.05, to any other Person, shall be null and void, and the Borrowers shall be entitled to seek specific performance to unwind

any such assignment or participation in addition to injunctive relief or any other remedies available to the Borrowers at law or in equity. Upon the request of any Lender, the Borrowers shall make available to such Lender the list of Disqualified Institutions at the relevant time and such Lender may provide the list to any potential assignee or participant on a confidential basis in accordance with Section 9.13 for the purpose of verifying whether such Person is a Disqualified Institution. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Lender or participant or potential Lender or participant is a Disqualified Institution and the Administrative Agent shall have no liability with respect to any assignment or participation made to a Disqualified Institution.

(ii) If any assignment or participation under this Section 9.05 is made to any Disqualified Institution or to any Person that cannot be reasonably identified as a Disqualified Institution pursuant to clause (a)(ii) or (b)(ii) of the definition thereof as of the date of such assignment or participation and subsequently becomes reasonably identifiable as a Disqualified Institution, then (A) the Lead Borrower may, at the Borrowers' sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.05), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees; provided that the relevant assignment shall otherwise comply with this Section 9.05 (except that no registration and processing fee required under this Section 9.05 shall be required with respect to any assignment pursuant to this paragraph); and (B) the Revolving Loans and Commitments held by such Disqualified Institution shall be deemed not to be outstanding for purposes of any amendment, waiver or consent hereunder, and such Disqualified Institution shall not be permitted to attend meetings of the Lenders or receive information prepared by the Administrative Agent or any Lender in connection with this Agreement. Nothing in this Section 9.05(f)(ii) shall be deemed to prejudice any right or remedy that Holdings or the Borrower may otherwise have at law or equity. Each Lender acknowledges and agrees that Holdings and its subsidiaries will suffer irreparable harm if such Lender breaches any obligation under this Section 9.05 insofar as such obligation relates to any assignment, participation or pledge to any Disqualified Institution without the Lead Borrower's prior written consent and, therefore, each Lender agrees that Holdings and/or the Borrowers may seek to obtain specific performance or other equitable or injunctive relief to enforce this Section 9.05(f)(ii) against such Lender with respect to such breach without posting a bond or presenting evidence of irreparable harm.

(g) [Reserved]

Section 9.06 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Revolving Loans and issuance of Letters of Credit regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.15, 2.16, 2.17, 9.03, 9.13 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Revolving Loans, the expiration or termination of the Letters of Credit, Commitments, any Additional Revolving Commitment, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement; provided that the provisions of Section 9.13 shall terminate two years after the occurrence of the Termination Date or the termination of this Agreement.

Section 9.07 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Fee Letter and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire agreement 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. This Agreement shall become effective when it has been executed by Holdings, the applicable Borrower and the Administrative Agent and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.08 Severability. To the extent permitted by law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.09 Right of Setoff. At any time when an Event of Default exists, upon the written consent of the Administrative Agent, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (in any currency) at any time owing by the Administrative Agent, such Issuing Bank, or such Lender (including by branches and agencies of the Administrative Agent, such Issuing Bank, or such Lender, wherever located) to or for the credit or the account of the Borrowers or any Loan Party against any of and all the Secured Obligations held by the Administrative Agent, such Issuing Bank, or such Lender, irrespective of whether or not the Administrative Agent, such Issuing Bank, or such Lender shall have made any demand under the Loan Documents and although such obligations may be contingent or unmatured or are owed to a branch or office of such Lender or Issuing Bank different than the branch or office holding such deposit or obligation on such Indebtedness. Any applicable Lender or Issuing Bank shall promptly notify the Lead Borrower and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section 9.09. The rights of each Lender, Issuing Bank, the Administrative Agent under this Section 9.09 are in addition to other rights and remedies (including other rights of setoff) which such Lender, such Issuing Bank, or the Administrative Agent may have.

Section 9.10 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION (SUBJECT TO THE LAST SENTENCE OF THIS CLAUSE (B)) OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION 9.10. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) To the extent permitted by law, each party hereto hereby irrevocably waives personal service of any and all process upon it and agrees that all such service of process may be made by registered mail (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) directed to it at its address for notices as provided for in Section 9.01. each Party hereto hereby waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder or under any loan document that service of process was invalid and ineffective. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.11 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

Section 9.12 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.13 Confidentiality. Each of the Administrative Agent, each Issuing Bank, each Lender, and each Arranger agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, managers, employees, independent auditors, or other experts and advisors, including accountants, legal counsel and other advisors (collectively, the "**Representatives**") on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of the Confidential Information and are or have been advised of their obligation to keep the Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates' and their Representatives' compliance with this paragraph; provided, further, that unless the Lead Borrower otherwise consents, no such disclosure shall be made by the Administrative Agent, any Issuing Bank, any Arranger, any Lender or any Affiliate or Representative thereof to any Affiliate or Representative of the Administrative Agent, any Issuing Bank, any Arranger, or any Lender that (i) is engaged as a principal primarily in private equity, mezzanine financing or venture capital or (ii) is a Disqualified Institution, (b) upon the demand or request of any regulatory or Governmental Authority (including any self-regulatory body or any Federal Reserve Bank or other central bank acting as pledgee pursuant to Section 9.05) purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall (except with respect to any audit or examination conducted by bank accountants or any Governmental Authority or regulatory or self-regulatory authority exercising examination or regulatory authority), to the extent practicable and permitted by law, (i) inform the Lead Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law (in which case such Person shall (i) to the extent practicable and permitted by law, inform the Lead Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (d) to any other party to this Agreement, (e) subject to an acknowledgment and agreement by the relevant recipient that the Confidential Information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as otherwise reasonably acceptable to the Borrower and the Administrative Agent, including as set forth in the Information Memorandum) in accordance with the standard syndication process of the Arrangers or market standards for dissemination of the relevant type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access the Confidential Information and acknowledge its confidentiality obligations in respect thereof, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or prospective Participant in, any of its rights or obligations under this Agreement, including any SPC (in each case other than a Disqualified Institution), (ii) any pledgee referred to in Section 9.05 and (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any Derivative Transaction (including any credit default swap) or similar derivative product to which any Loan Party is a party, (f) with the prior written consent of the Lead Borrower, (g) to the extent the Confidential Information becomes publicly available other than as a result of a breach of this Section 9.13 by such Person, its Affiliates or their respective Representatives and (h) to insurers, any numbering administration or settlement services providers on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of the Confidential Information and are or have been advised of their obligation to keep the Confidential Information of this type confidential;

provided that any disclosure made in reliance on this clause (h) is limited to the general terms of this Credit Agreement and does not include financial or other information relating to Holdings, the Lead Borrower and/or any of their respective subsidiaries. For purposes of this Section 9.13, "**Confidential Information**" means all information relating to the Borrowers and/or any of its subsidiaries and their respective businesses, the Sponsor or the Transactions (including any information obtained by the Administrative Agent, any Issuing Bank, any Lender or any Arranger, or any of their respective Affiliates or Representatives, based on a review of the books and records relating to the Borrower and/or any of its subsidiaries and their respective Affiliates from time to time, including prior to the date hereof) other than any such information that is publicly available to the Administrative Agent or any Arranger, any Issuing Bank, or Lender on a non-confidential basis prior to disclosure by the Borrower or any of its subsidiaries. For the avoidance of doubt, in no event shall any disclosure of any Confidential Information be made to Person that is a Disqualified Institution at the time of disclosure.

Section 9.14 No Fiduciary Duty. Each of the Administrative Agent, the Issuing Banks, the Arrangers, each Lender, and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its respective stockholders or its respective affiliates, on the other. Each Loan Party acknowledges and agrees that: (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal, tax and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto.

Section 9.15 Several Obligations. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Revolving Loan, issue any Letter of Credit or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

Section 9.16 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

Section 9.17 Anti-Money Laundering.

(a) Each Lender that is subject to the requirements of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) or other applicable Canadian anti-money laundering, anti-terrorist financing and "know your client" laws (collectively, the "**Canadian AML Laws**") hereby notifies the Loan Parties that pursuant to the requirements of the Canadian AML Laws, it is required to

obtain, verify and record information regarding each Loan Party, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of each Loan Party, and the transactions contemplated hereby. If the Administrative Agent has ascertained the identity of any Canadian Loan Party or any authorized signatories of any Canadian Loan Party for the purposes of any Canadian AML Laws:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of applicable Canadian AML Laws; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(b) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of each Loan Party or any authorized signatories of each Canadian Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from each Canadian Loan Party or any such authorized signatory in doing so.

Section 9.18 Disclosure. Each Loan Party, each Issuing Bank and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates and each Issuing Bank.

Section 9.19 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens for the benefit of the Administrative Agent, the Issuing Banks and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. If any Lender or Issuing Bank (other than the Administrative Agent) obtains possession of any Collateral, such Lender or Issuing Bank shall notify the Administrative Agent thereof; and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.20 Interest Rate Limitation.

(a) Subject to Section 9.20(b) below, notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Revolving Loan or Letter of Credit, together with all fees, charges and other amounts which are treated as interest on such Revolving Loan or Letter of Credit under applicable law (collectively the "**Charged Amounts**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender or Issuing Bank holding such Revolving Loan or Letter of Credit in accordance with applicable law, the rate of interest payable in respect of such Revolving Loan or Letter of Credit hereunder, together with all Charged Amounts payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charged Amounts that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.20 shall be cumulated and the interest and Charged Amounts payable to such Lender or Issuing Bank in respect of other Revolving Loans or Letter of Credit or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender or Issuing Bank.

(b) If any provision of this Agreement would oblige a Loan Party to make any payment of interest or other amount payable to Administrative Agent in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by Administrative Agent of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by Administrative Agent of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(i) first, by reducing the amount or rate of interest; and

(ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).

Any provision of this Agreement that would oblige a Loan Party to pay any fine, penalty or rate of interest on any arrears of principal or interest secured by a mortgage on real property that has the effect of increasing the charge on arrears beyond the rate of interest payable on principal money not in arrears shall not apply to such Loan Party, which shall be required to pay interest on money in arrears at the same rate of interest payable on principal money not in arrears.

(c) Notwithstanding Section 9.20(b), and after giving effect to all adjustments contemplated thereby, if any Lender shall have received an amount in excess of the maximum amount permitted by the Criminal Code (Canada), then the applicable Loan Party shall be entitled, by notice in writing to the affected Lender, to obtain reimbursement from that Lender in an amount equal to the excess, and pending reimbursement, the amount of the excess shall be deemed to be an amount payable by that Lender to such Loan Party.

Section 9.21 Acknowledgement and Consent of Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

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

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

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

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

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 9.22 Conflicts. Notwithstanding anything to the contrary contained herein or in any other Loan Document, in the event of any conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall govern and control.

Section 9.23 Release of Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary, any Subsidiary Guarantor shall automatically be released from its obligations hereunder (and its Loan Guaranty shall be automatically released) (a) upon the consummation of any permitted transaction or series of related transactions if as a result thereof such Subsidiary Guarantor ceases to be a Restricted Subsidiary (or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder; provided, that the release of any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if at the time such Guarantor becomes an Excluded Subsidiary of such type (i) no Event of Default exists, (ii) after giving pro forma effect to such release and the consummation of the transaction that causes such Person to be an Excluded Subsidiary of such type, the Lead Borrower is deemed to have made a new Investment in such Person for purposes of Section 6.06 (as if such Person were then newly acquired) in an amount equal to the portion of the fair market value of the net assets of such Person attributable to the applicable Borrower's equity interest therein as reasonably estimated by the Lead Borrower and such Investment is permitted pursuant to Section 6.06 (other than Section 6.06(f)) at such time and (iii) a Responsible Officer of the Lead Borrower certifies to the Administrative Agent compliance with preceding clauses (i) and (ii)) and/or (b) upon the occurrence of the Termination Date. In connection with any such release, the Administrative Agent shall promptly execute and deliver to the relevant Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence termination or release; provided, that upon the request of the Administrative Agent, the Lead Borrower shall deliver a certificate of a Responsible Officer certifying that the relevant transaction has been consummated in compliance with the terms of this Agreement. Any execution and delivery of documents pursuant to the preceding sentence of this Section 9.23 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents).

Section 9.24 Judgment Currency.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased by the Administrative Agent with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Loan Parties in respect of any sum due to any party hereto or any holder of any obligation owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is (x) less than the sum originally due to the Applicable Creditor in the Agreement Currency, the applicable Loan Parties agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss or (y) greater than the sum originally due to the Applicable Creditor in the Agreement Currency, the Applicable Creditor agrees to return the amount of any excess to the Borrowers (or to any other Person who may be entitled thereto under the applicable Requirements of Law). The obligations under this Section shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

Section 9.25 Representation Dutch Loan Party. If any Dutch Loan Party is represented by an attorney in connection with the signing and/or execution of this Agreement (including by way of accession to this Agreement) or any other agreement, deed or document referred to in or made pursuant to this Agreement, it is hereby expressly acknowledged and accepted by the other parties to such document that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.

[Signature Pages Follow]

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

CPQ MIDCO I CORPORATION, as Holdings

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Secretary and Vice President

PQ CORPORATION, as the Borrower

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

CITIBANK, N.A., as Administrative Agent

By: /s/ Christopher Marino
Name: Christopher Marino
Title: Vice President and Director

CITIBANK, N.A., as Collateral Agent

By: /s/ Christopher Marino
Name: Christopher Marino
Title: Vice President and Director

CITIBANK, N.A., as an Issuing Bank

By: /s/ Christopher Marino
Name: Christopher Marino
Title: Vice President and Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as an Issuing Bank

By: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: /s/ Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A., as an Issuing Bank

By: /s/ Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

CITIBANK, N.A., as a Lender

By: /s/ Christopher Marino
Name: Christopher Marino
Title: Vice President and Director

ING CAPITAL LLC, as a Lender

By: /s/ Doug S. Clarida
Name: Doug S. Clarida
Title: Director

By: /s/ Jerry L. McDonald
Name: Jerry L. McDonald
Title: Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: /s/ Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

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

By: /s/ Peter S. Predun
Name: Peter S. Predun
Title: Executive Director

MORGAN STANLEY SENIOR FUNDING, INC., as a Lender

By: /s/ Lisa Hanson
Name: Lisa Hanson
Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Ralph Totoonchie
Name: Ralph Totoonchie
Title: Director

By: /s/ Jackson Merchant
Name: Jackson Merchant
Title: Managing Director

GOLDMAN SACHS LENDING PARTNERS LLC, as a Lender

By: /s/ Ryan Durkin
Name: Ryan Durkin
Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Linda Skinner
Name: Linda Skinner
Title: Vice President

JFIN BUSINESS CREDIT FUND I LLC, as a Lender

By: /s/ Paul McDonnell
Name: Paul McDonnell
Title: Managing Director

DEUTSCHE BANK AG, CANADA BRANCH, as a Lender

By: /s/ Daniel Sooley
Name: Daniel Sooley
Title: Chief Country Officer

By: /s/ Rupert Gomes
Name: Rupert Gomes
Title: Vice President

SCHEDULE 1.01(a)

COMMITMENT SCHEDULE

Revolving Commitments

Lender	Initial US Commitments	Initial Canadian Commitments	Initial European Commitments	Total Revolving Commitments
Citibank, N.A.	$ 28,700,000	$ 2,000,000	$ 9,300,000	$ 40,000,000
ING Capital LLC	$ 26,250,000	$ 1,750,000	$ 7,000,000	$ 35,000,000
Credit Suisse AG, Cayman Islands Branch	$ 20,625,000	$ 1,375,000	$ 5,500,000	$ 27,500,000
JPMorgan Chase Bank, N.A.	$ 20,625,000	$ 1,375,000	$ 5,500,000	$ 27,500,000
Morgan Stanley Senior Funding, Inc.	$ 19,500,000	$ 1,300,000	$ 5,200,000	$ 26,000,000
Deutsche Bank AG, New York Branch	$ 9,375,000	$ 0	$ 2,500,000	$ 11,875,000
Deutsche Bank AG, Canada Branch	$ 0	$ 625,000	$ 0	$ 625,000
Goldman Sachs Lending Partners LLC	$ 9,375,000	$ 625,000	$ 2,500,000	$ 12,500,000
KeyBank National Association	$ 9,375,000	$ 625,000	$ 2,500,000	$ 12,500,000
JFIN Business Credit Fund I LLC	$ 6,175,000	$ 325,000	$ 0	$ 6,500,000
Total	**$ 150,000,000**	**$ 10,000,000**	**$ 40,000,000**	**$ 200,000,000**

Letter of Credit Commitments

Lender	US Letters of Credit	Canadian Letters of Credit	European Letters of Credit
Citibank, N.A.	$ 25,000,000	$ 2,000,000	$ 8,000,000
JPMorgan Chase Bank, N.A.	$ 25,000,000	$ 0	$ 0

SCHEDULE 1.01(b)

MATERIAL REAL ESTATE ASSETS

- 1700 Kansas Avenue, Kansas City, KS 66105-1198
- 20720 South Wilmington Avenue, Long Beach, CA 90810
- 100 Mococo Road, Martinez, CA 94553

SCHEDULE 1.01(c)

SPECIFIED LEASE TRANSACTIONS

1. Lease and leaseback transaction between PQ Corporation and Unified Government of Wyandotte County/Kansas City, Kansas with respect to real property located at 1400, 1440, 1444, 1630 & 1700 Kansas Avenue, Kansas City, KS 66105-1198 pursuant to the following documents:

    a. Base Lease Agreement by and between PQ, as lessor, and Unified Government of Wyandotte County/Kansas City, Kansas, as lessee, dated December 1, 2013, as amended.

    b. Sublease Agreement dated as of December 1, 2013 by and between Unified Government of Wyandotte County/Kansas City, Kansas, as lessor, and PQ, as amended.

2. Sale and Leaseback Transaction between Potters Industries, LLC and the Development Authority of Richmond County with respect to certain personal property located at 2511 Newsprint Road, Augusta, GA 30916 pursuant to the following documents:

    a. Bill of Sale and Assignment by Potters Industries, LLC to the Development Authority of Richmond County dated August 13, 2015.

    b. Rental Agreement by and between Potters Industries, LLC and the Development Authority of Richmond County dated as of August 1, 2015.

SCHEDULE 1.01(d)

EXISTING LETTERS OF CREDIT

Company	ISSUER	BENEFICIARY	AMOUNT	EFFECTIVE DATE	EXPRIRATION
Eco Services Operations Co.	Citibank	Union Pacific Railroad Company	$ 900,000.00	12/31/15	12/1/16
Eco Services Operations Co.	Citibank	Texas Commission on Environmental Quality	$ 4,244,034.00	12/1/14	12/1/16
Eco Services Operations Co.	Citibank	Louisiana Department of Environmental Quality	$ 2,973,107.00	12/1/14	12/1/16
Eco Services Operations Co.	Citibank	California Department of Water Resources, Cers Division	$ 3,450,990.00	12/1/14	12/1/16
Eco Services Operations Co.	Credit Suisse	Los Angeles County Fire Department CUPA	$ 196,627.00	12/1/14	12/1/16
Eco Services Operations Co.	Credit Suisse	Contra Costa Health Services – Hazmat	$ 167,691.00	12/1/14	12/1/16
Eco Services Operations Co.	Credit Suisse	XL Insurance America, Inc., XL Special Insurance Company and Greenwich Insurance Co	$ 1,400,000.00	12/16/14	12/12/16
Eco Services Operations Co.	Credit Suisse	Southern California Edison Company Retirement Plan Trust	$ 74,177.00	12/11/15	11/25/16
PQ Corporation	Credit Suisse	National Union Fire Insur. Co. (AIG)	$ 487,896.00	10/24/12	10/24/16
PQ Corporation	Credit Suisse	SCANA Energy	$ 320,000.00	10/11/12	10/11/16
PQ Corporation	Credit Suisse	Zurich American Insurance Co.	$ 2,565,000.00	11/08/12	09/04/16

Company	ISSUER	BENEFICIARY	AMOUNT	EFFECTIVE DATE	EXPRIRATION
PQ Corporation	Credit Suisse	NJDEP	$ 1,829,928.00	09/23/14	09/23/16
Potters Industries, LLC	JPM	Zurich American Insurance Co.	$ 240,167.00	09/30/11	09/22/16
Potters Industries, LLC	JPM	Husky Energy Marketing	$ 400,000.00	09/30/11	09/23/16

SCHEDULE 3.05

FEE OWNED REAL ESTATE ASSETS

- 1900 Columbus Avenue, Anderson, IN 46016-4531
- 2430 Dough Barnard Parkway, Augusta, GA 30916
- 1301 Fort Avenue, Baltimore, MD 21230-5299
- 1201 West Front Street, Chester, PA 19013-3496
- 1945 Delany Road, Gurnee, IL 60031-1204
- 1101 Quartz Rd, Clarksville, IN 47129, P.O.Box 669, Jeffersonville, IN 47130-0669
- 111 Ingalls Avenue, Joliet, Illinois 60435
- 340 East Grove Street, P.O. Box 410, Utica, IL 61373-0410
- 1400, 1440, 1444, 1630 & 1700 Kansas Avenue, Kansas City, KS 66105-1198
- 4000 Purdue Road, Pineville, LA 71360
- 2 Paddock Street, Avenel, NJ 07001-1898
- 8401 Quartz Avenue, South Gate, CA 90280-2598
- 4238 Geraldine Avenue, St. Louis, MO 63115-1291
- 820 Lufkin Road, Apex, NC 27502-0298
- 5650 Highway 279 N, Brownwood, TX 76801
- 350 North Baker Drive, P.O. Box 607, Canby, OR 97013
- Research & Development Center, 600 Industrial Road, Carlstadt, NJ 07072-1698
- 2380 West Third Street, Cleveland, OH 44113-2509
- 4665 Finance Way, Kingman, AZ 86402
- 4907 55th Avenue, West Progress Park, Muscatine, Iowa 52761
- 1601 19th Street, NW Paris, Texas 75460
- Reynolds Road, P.O. Box 697, Potsdam, NY 13676-0697
- 280 Cedar Grove Road, Conshohocken, PA 19428-2240
- 1301 Airline Highway, Baton Rouge, LA 70805
- 3439 Park Street, Baytown, TX 77520
- 20720 South Wilmington Avenue, Long Beach, CA 90810
- 2000 Michigan St., Hammond, IN 46320
- 8615 Manchester Street, Houston, TX 77012
- 100 Mococo Road, Martinez, CA 94553
- 4429 N. Suttle Road, Portland, OR 97217

SCHEDULE 3.13

SUBSIDIARIES

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
1.	PQ Corporation	Corporation	CPQ Midco I Corporation	100%
2.	Eco Services Operations Corp.	Corporation	PQ Corporation	100%
3.	PQ International Holdings Inc.	Corporation	PQ Corporation	100%
4.	Delpen Corporation	Corporation	PQ Corporation	100%
5.	Commercial Research Associations, Inc.	Corporation	PQ Corporation	100%
6.	PQ Asia Inc.	Corporation	PQ Corporation	100%
7.	PQ Export Company	Corporation	PQ Corporation	100%
8.	PQ International, Inc.	Corporation	PQ Corporation	100%
9.	Philadelphia Quartz Company	Corporation	PQ Corporation	100%
10.	PQ Systems Incorporated	Corporation	PQ Corporation	100%
11.	PQ Netherlands Holding LLC	N/A	PQ International Holdings, Inc.	100%
12.	PQ International C.V.	N/A	PQ Netherlands Holding LLC	1%
13.	PQ International C.V.	N/A	PQ International Holdings Inc.	99%
14.	PQ Netherlands Cooperative LLC	N/A	PQ International C.V.	100%
15.	PQ International Coöperatie U.A.	N/A	PQ International C.V.	99%
16.	PQ International Coöperatie U.A.	N/A	PQ Netherlands Cooperative LLC	1%
17.	PQ Acquisition B.V.	N/A	PQ International Coöperatie U.A.	100%
18.	PQ Silicas Brazil Ltda.	N/A	PQ International Coöperatie U.A.	0.1%
19.	PQ Silicas Brazil Ltda.	N/A	PQ Acquisition B.V.	99.9%
20.	PQ Canada Company	N/A	PQ Acquisition B.V.	100%
21.	PQ Silicas Asia Pacific Pte. Ltd.	N/A	PQ Acquisition B.V.	100%
22.	PQ Europe Coöperatie U.A.	N/A	PQ Acquisition B.V.	0.01%
23.	PQ Europe Coöperatie U.A.	N/A	PQ Canada Company	99.99%
24.	PQ Australia LLC	N/A	PQ Canada Company	100%
25.	NSL Australia Company	N/A	PQ Canada Company	100%
26.	NSL Canada Company	N/A	PQ Canada Company	100%
27.	National Silicates Partnership	N/A	NSL Canada Company	0.1%

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
28.	National Silicates Partnership	N/A	PQ Canada Company	99.9%
29.	PQ Europe ApS	N/A	PQ Europe Coöperatie U.A.	100%
30.	PQ Holdings I Limited	N/A	PQ Corporation	94.6%
31.	PQ Holdings I Limited	N/A	PQ Europe ApS	5.4%
32.	PQ Intermediate Limited	N/A	PQ Holdings I Limited	100%
33.	PQ Germany GmbH	N/A	PQ Intermediate Limited	27%
34.	PQ Germany GmbH	N/A	PQ Silicas B.V.	73%
35.	PT PQ Silicas Indonesia	N/A	PQ International Coöperatie U.A.	0.0161%
36.	PT PQ Silicas Indonesia	N/A	PQ Germany GmbH	99.9194%
37.	PQ Sweden A.B.	N/A	PQ Germany GmbH	100%
38.	PQ Finland Oy	N/A	PQ Germany GmbH	100%
39.	PQ Silicas Holdings South Africa Pty Ltd.	N/A	PQ Germany GmbH	100%
40.	PQ Silicas South Africa Pty Ltd.	N/A	PQ Silicas Holdings South Africa Pty Ltd.	100%
41.	PQ Silicas B.V.	N/A	PQ Europe ApS	100%
42.	PQ Zeolites B.V.	N/A	PQ Silicas B.V.	100%
43.	PQ Italy S.r.L.	N/A	PQ Silicas B.V.	100%
44.	PQ France S.A.S	N/A	PQ Silicas B.V.	100%
45.	PQ Silicas UK Limited	N/A	PQ Silicas B.V.	100%
46.	PQ Chemicals (Thailand) Ltd.	N/A	PQ Europe ApS	99.9%
47.	PQ Holdings Mexicana S.A. de C.V.	N/A	PQ Europe ApS	80%

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
48.	Silicatos y Derivados S.A. de C.V.	N/A	PQ Holdings Mexicana S.A. de C.V.	100%
49.	PQ China (Hong Kong) Limited	N/A	PQ International Holdings Inc.	.01%
50.	PQ China (Hong Kong) Limited	N/A	PQ Europe ApS	99.99%
51.	PQ Holdings Australia Pty Limited	N/A	PQ Europe ApS	100%
52.	PQ Australia Pty Limited	N/A	PQ Holdings Australia Pty Limited	100%
53.	Potters Holdings GP, Ltd.	Exempted company incorporated with limited liability	PQ Corporation	100%
54.	Potters Holdings, L.P.	Exempted limited partnership	Potters Holdings GP, Ltd.	0.01%
55.	Potters Holdings, L.P.	Exempted limited partnership	PQ Corporation	99.99%
56.	PQ Holdings II GP, LLC	N/A	Potters Holdings, L.P.	100%
57.	Potters Holdings II, L.P.	Limited partnership	Potters Holdings II GP, LLC	0.01%
58.	Potters Holdings II, L.P.	Limited partnership	Potters Holdings, L.P.	99.99%
59.	Potters Industries Holding, Inc.	Corporation	Potters Holdings II, L.P.	100%
60.	Potters Industries, LLC	Limited liability company	Potters Industries Holding, Inc.	0.05%
61.	Potters Industries, LLC	Limited liability company	Potters Holdings II, L.P.	99.95%
62.	SAJB Holding Company, LLC	Limited liability company	Potters Industries, LLC	100%
63.	Potters International Holdings S. á.R.L.	Société à responsabilité limitée	Potters Holdings II, L.P.	100%
64.	Potters Ballotini SAS	N/A	Potters International Holdings S. á.R.L.	100%
65.	Societe-Recyclage Produit Verrier Industriels SAS	N/A	Potters Ballotini SAS	100%
66.	Interminglass Holding Sp. z o.o.	N/A	Potters International Holdings S.á R.L..	100%
67.	Interminglass Sp. z o.o.	N/A	Interminglass Holding Sp. z o.o.	100%

	Subsidiary	Entity Type	Equity Holder	Ownership Interest
68.	Potters (Thailand) Limited	N/A	Potters International Holdings S.á R.L.	74.9750%
69.	Potters Industries Acquisition Pty Ltd.	N/A	Potters International Holdings S.á R.L.	100%
70.	Potters Industries Pty. Ltd.	N/A	Potters Industries Acquisition Pty Ltd.	100%
71.	Potters Industrial Ltda.	N/A	Potters International Holdings S.á R.L.	99.99999%
72.	Potters Canada Holding Company	N/A	Potters International Holdings S.á R.L.	100%
73.	Potters Canada Holding II Company	N/A	Potters Canada Holding Company	100%
74.	PNA Partnership	N/A	Potters Canada Holding Company	99.99%
75.	PNA Partnership	N/A	Potters Holding II Company	0.01%
76.	Potters-Ballotini Co., Ltd.	N/A	Potters International Holdings S.á R.L.	100%
77.	Potters Nederland B.V.	N/A	Potters International Holdings S.á R.L.	100%
78.	Ballotini Panamericana S. de R.L. de C.V.	N/A	Potters International Holdings S.á R.L.	0.0410%
79.	Ballotini Panamericana S. de R.L. de C.V.	N/A	Potters Nederland BV	99.9589%
80.	Potters Ballotini Acquisition GmbH	N/A	Potters International Holdings S.á R.L.	100%
81.	Potters Ballotini GmbH	N/A	Potters Ballotini Acquisition GmbH	100%
82.	Potters-Ballotini Limited	N/A	Potters International Holdings S.á R.L..	100%
83.	Northern Cullet Limited	N/A	Potters-Ballotini Limited	100%

SCHEDULE 3.19

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS

Loan Party	Depository Institution	Type of Account	Account Number
PQ Corporation			
Potters Industries, LLC			
Eco Services Operations Corp.			
PQ Corporation			

SCHEDULE 5.10

UNRESTRICTED SUBSIDIARIES

None.

SCHEDULE 6.01

EXISTING INDEBTEDNESS

1. Indebtedness secured by the Liens set forth on Schedule 6.02.
2. Loan from Mitsubishi UFJ Bank to Potters-Ballotini Co., Ltd., dated as of December 30, 2015, in the principal amount of ¥125,000,000.
3. Loan from Mizuho Bank to Potters-Ballotini Co., Ltd., dated as of February 29, 2016, in the principal amount of ¥50,000,000.
4. Loan from Mizuho Bank to Potters-Ballotini Co., Ltd., dated as of November 30, 2015 in the principal amount of ¥85,000,000.

SCHEDULE 6.02

EXISTING LIENS

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Rhodia Inc.	Delaware	2007 0581909	2/14/07	Air Liquide Industrial US LP	Vessel – Tomco Serial # 05492, 6 tons Vaporizer, Air Liquide Serial #024-00, Model # 1-949,0097, 24 KW
Rhodia Inc.	Delaware	2011 3991596	10/17/11	Terex Financial Services, Inc.	This filing covers the following properties, assets and rights of Debtor howsoever Debtor's interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise) (collectively the "Collateral"): (a) One (1) 2011 Terex RT 670, serial number 1T9RT600LBW160542 including, without limitation, any Equipment, motor vehicles, Inventory, Accessions or Fixtures comprising the same (collectively , the "Specified Goods") and any and all related software (embedded therein or otherwise) , general intangibles, instruments, documents of title , securities , or other property relating to the Specified Goods; (b) any and all replacements, renewals, repairs, tools, parts, additions, attachments , accessories, Accessions, substitutions , and enhancements to , or used *in* connection with, the property described *in* subsection (a) above now or *in* the future and all accounts, contract rights, general intangibles , instruments, chattel paper, rents, monies, payments, and all other rights, arising out of a sale, lease, rental or other disposition of the Specified Goods; (c) to the extent not listed above as original collateral, Proceeds and products, whether tangible or intangible,

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
					of any of the above-described property including Proceeds of insurance covering any or all of the above-described property, and any other tangible or intangible property or rights resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the Proceeds thereof. References to Proceeds do not authorize any sale, lease, transfer, or other disposition of Collateral by the Debtor. Capitalized terms used herein without definition in this Section or otherwise in this Financing Statement shall have the meaning ascribed thereto the Uniform Commercial Code as enacted in the respective state where filed.
Eco Services Operations LLC	DE	#20122509562	6/28/2012	Banc of America Leasing & Capital, LLC	All materials, equipment to be installed or installed on Vessels RHA 2204 hull#9536 and RHA 1703 hull#2634
Eco Services Operations LLC	DE	#20150058213	12/30/2014	Banc of America Leasing & Capital, LLC	Vessels RHA 2204 hull#9536 and RHA 1703 hull#2634 including other equipment
Greenstar Allentown, LLC Additional Debtor: Potters Industries, LLC	DE	#20121736752	5/4/2012	U.S. Bank Equipment Finance, A Division of U.S. Bank National Association	Specific equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
P Q Corporation	PA	#31221440	1/31/2000	Dell Financial Services L.L.C.	Leased equipment
P Q Corporation	PA	#2004122302160	12/7/2004	Dell Financial Services L.L.C.	In lieu filing
Potters Industries Inc	NY	#200603025208807	3/2/2006	Dell Financial Services L.L.C.	In Lieu Financing Statement (leased collateral not described)
Potters Industries Inc	NY	#200603025208819	3/2/2006	Dell Financial Services L.L.C.	In Lieu Financing Statement (leased collateral not described)
Potters Industries Inc.	NY	#200806258259653	6/25/2008	Deere Credit, Inc.	John Deere wheel loader with extra set of tires and wheels
Potters Industries Inc.	NY	#201007218233139	7/21/2010	Deere Credit, Inc.	John Deere wheel loader
Potters Industries Inc.	NY	#201306208253323	6/20/2013	Deere Credit, Inc.	John Deere wheel loader

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Potters Industries Inc.	NY	#201402185163847	2/18/2014	De Lage Landen Financial Services, Inc.	Leased new forklifts
Potters Industries Inc.	NY	#201403045215118	3/4/2014	De Lage Landen Financial Services, Inc.	Leased/financed equipment
Potters Industries Inc.	DE	#51798165	6/10/2005	Air Liquide Industrial US LP	Specific equipment
Potters Industries, LLC	DE	#20113656025	9/23/2011	Deere Credit, Inc.	John Deere wheel loader
Potters Industries, LLC	DE	#20114421221	11/17/2011	Toyota Motor Credit Corporation	Two Toyota forklift
Potters Industries, LLC	DE	#20130235458	1/17/2013	Deere Credit, Inc.	John Deere wheel loader
Potters Industries, LLC	DE	#20130236043	1/17/2013	Deere Credit, Inc.	John Deere wheel loader

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Potters Industries, LLC	DE	#20130769381	2/27/2013	John Deere Construction & Forestry Company	John Deere wheel loader and bucket
Potters Industries, LLC	DE	#20131004341	3/5/2013	Toyota Motor Credit Corporation	Leased equipment
Potters Industries, LLC	DE	#20131472274	4/17/2013	Wells Fargo Bank, N.A.	Proterra Rider sweeper
Potters Industries, LLC	DE	#20134256674	10/24/2013	TX CDE V LLC	Fixture Filing on property located in Lamar County, TX
Potters Industries, LLC	DE	#20134820495	12/6/2013	Terex Financial Services, Inc.	Genie industries scissor lift and specific specified goods
Potters Industries, LLC	DE	#20140630871	2/18/2014	De Lage Landen Financial Services, Inc.	Leased forklifts

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
Potters Industries, LLC	DE	#20142190809	6/5/2014	NMHG Financial Services, Inc.	Leased equipment
Potters Industries, LLC	DE	#20144117339	10/13/2014	Bank of The West	Leased Nissan inch forks
Potters Industries, LLC	DE	#20150068618	1/7/2015	U.S. Bank Equipment Finance, A Division of U.S. Bank National Association	Specific equipment
PQ Corporation	PA	#2009021703067	2/13/2009	Air Liquide Industrial U.S. LP	equipment
PQ Corporation	PA	#2011061605404	6/16/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2011070107221	7/1/2011	Toyota Motor Credit Corporation	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2011080402990	8/4/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2011082305477	8/23/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2011093007593	9/30/2011	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012030904578	3/9/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012030904592	3/9/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012041009066	4/10/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012051608513	5/16/2012	Toyota Motor Credit Corporation	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2012051707234	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051707258	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051707688	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051801587	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051801599	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012051801602	5/17/2012	Wells Fargo Bank, N.A.	Leased equipment

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2012052303520	5/23/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012061208404	6/12/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012062707465	6/27/2012	Toyota Motor Credit Corporation	Forklift
PQ Corporation	PA	#2012081606058	8/16/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012090606908	9/6/2012	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2012100206763	10/2/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2012101906910	10/19/2012	Toyota Motor Credit Corporation	Forklift

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2012110209189	11/2/2012	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013021303296	2/13/2013	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013030406966	3/4/2013	Wells Fargo Bank, N.A.	Leased equipment
PQ Corporation	PA	#2013030407069	3/4/2013	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013073103294	7/31/2013	U.S. Bank Equipment Finance, A Division of U.S. Bank National Association	copiers

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2013080610438	8/5/2013	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2013111902221	11/18/2013	De Lage Landen Financial Services, Inc.	Leased equipment
PQ Corporation	PA	#2014022002520	2/20/2014	Toyota Motor Credit Corporation	Leased equipment
PQ Corporation	PA	#2014032000946	3/19/2014	Air Liquid Industrial US LP	equipment
PQ Corporation	PA	#2014050711680	5/7/2014	Toyota Motor Credit Corporation	forklift
PQ Corporation	PA	#2014120204541	12/2/2014	Toyota Motor Credit Corporation	forklift
PQ Corporation	PA	#2015022604554	2/26/2015	Toyota Motor Credit Corporation	forklift

Debtor	Jurisdiction of Filing	File Number	File Date	Secured Party	Collateral Description
PQ Corporation	PA	#2015070203134	7/2/2015	Toyota Motor Credit Corporation	forklift
PQ Corporation	PA	#2015100101005	10/1/2015	Toyota Motor Credit Corporation	Forklift

SCHEDULE 6.06

EXISTING INVESTMENTS

1. 50% ownership of Zeolyst International by PQ Corporation.
2. 50% ownership of PQ Silicates Ltd. by PQ International Holdings Inc.
3. 50% ownership of Zeolyst CV by PQ Zeolites B.V.
4. 49% ownership of Quaker Chemicals South Africa Pty Ltd. by PQ Silicas Holdings South Africa Pty Ltd.

SCHEDULE 6.08

SALE AND LEASEBACK TRANSACTIONS

None.

SCHEDULE 9.01

BORROWER'S WEBSITE ADDRESS FOR ELECTRONIC DELIVERY

www.pqcorp.com

[FORM OF]
ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "**Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between **[Insert name of Assignor]** (the "**Assignor**") and **[Insert name of Assignee]** (the "**Assignee**"). [It is understood and agreed that the rights and obligations of [**the Assignors**][**the Assignees**][1] hereunder are several and not joint.][2] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit included in such facilities) and (ii) to the extent permitted to be assigned under applicable Requirements of Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "**Assigned Interest**"). In the case where the Assigned Interest covers all of the Assignor's rights and obligations under the Credit Agreement, the Assignor shall cease to be a party thereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 of the Credit Agreement with respect to facts and circumstances occurring on or prior to the Effective Date and subject to its obligations hereunder and under Section 9.13 of the Credit Agreement. Such sale and assignment is (i) subject to acceptance and recording thereof in the Register by the Administrative Agent pursuant to Section 9.05(b)(v) of the Credit Agreement, (ii) without recourse to the Assignor and (iii) except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: [•]

2. Assignee: [•]
[and is an Affiliate of [identify Lender][3]]

3. Borrowers: PQ Corporation and the other Borrowers from time to time party to the Credit Agreement

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1 Select as applicable.
2 Include bracketed language if there are either multiple Assignors or multiple Assignees.
3 Select as applicable.

4. Administrative Agent: Citibank, N.A., as administrative agent under the Credit Agreement

5. Credit Agreement: That certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the other Borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Citibank, N.A., in its capacities as administrative agent and collateral agent for the Lenders.

6. Assigned Interest:

Aggregate Amount of Commitment/Revolving Loans	Class of Revolving Loans Assigned	Amount of Commitment/Revolving Loans Assigned[4]	Percentage Assigned of Commitment/Revolving Loans under Relevant Class[5]	CUSIP Number
$		$	%	
$		$	%	
$		$	%	

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

7. **THE PARTIES HERETO ACKNOWLEDGE THAT ANY ASSIGNMENT TO ANY DISQUALIFIED INSTITUTION WITHOUT OBTAINING THE REQUIRED CONSENT OF THE US BORROWER OR, TO THE EXTENT THE US BORROWER'S CONSENT IS REQUIRED UNDER SECTION 9.05 OF THE CREDIT AGREEMENT, TO ANY OTHER PERSON, SHALL BE NULL AND VOID, AND THE US BORROWER SHALL BE ENTITLED TO SEEK SPECIFIC PERFORMANCE TO UNWIND ANY SUCH ASSIGNMENT IN ADDITION TO INJUNCTIVE RELIEF OR ANY OTHER REMEDIES AVAILABLE TO THE US BORROWER AT LAW OR IN EQUITY.**

[Signature Page Follows]

4 Not to be less than $5,000,000 unless the US Borrower and the Administrative Agent otherwise consent.
5 Set forth, to at least 9 decimals, as a percentage of the Commitment/Revolving Loans of all Lenders thereunder.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

☐ **ASSIGNEE HAS EXAMINED THE LIST OF DISQUALIFIED INSTITUTIONS AND (I) REPRESENTS AND WARRANTS THAT (A) IT IS NOT IDENTIFIED ON SUCH LIST AND (B) IT IS NOT AN AFFILIATE OF ANY INSTITUTION IDENTIFIED ON SUCH LIST [(OTHER THAN, IN THE CASE OF THIS CLAUSE (B), A BONA FIDE DEBT FUND)][6] AND (II) ACKNOWLEDGES THAT ANY ASSIGNMENT MADE TO AN AFFILIATE OF A DISQUALIFIED INSTITUTION (OTHER THAN A BONA FIDE DEBT FUND) SHALL BE SUBJECT TO SECTION 9.05 OF THE CREDIT AGREEMENT.**[7]

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

Consented to and Accepted:

CITIBANK, N.A., as Administrative Agent[8]

By: _____
Name:
Title:

[Consented to:][9]

PQ CORPORATION,
as US Borrower

By: _____
Name:
Title:

6 Insert bracketed language if Assignee is a Bona Fide Debt Fund and not otherwise identified on the list of Disqualified Institutions.
7 To be completed by Assignee.
8 To be added only if the consent of the Administrative Agent is required.
9 To be added only if the consent of the US Borrower is required by Section 9.05(b)(i)(A) of the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. ***Representations and Warranties***.

1.1 ***Assignor***. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) its Commitment, and the outstanding balances of its Revolving Loans, in each case without giving effect to assignments thereof which have not become effective, are as set forth herein and (iv) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto (other than this Assignment and Assumption) or any collateral thereunder, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the US Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by Holdings, the US Borrower, any of its Restricted Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 ***Assignee***. The Assignee (a) represents and warrants that (i) it is an Eligible Assignee and has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder and (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) it has examined the list of Disqualified Institutions and it is not (A) a Disqualified Institution or (B) an Affiliate of a Disqualified Institution [(other than, in the case of this Clause (B), a Bona Fide Debt Fund)][10] and (vi) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to Section 2.17 of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

10 Insert bracketed language if Assignee is a Bona Fide Debt Fund and not otherwise identified on the list of Disqualified Institutions.

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

3. ***General Provisions***. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be construed in accordance with and governed by the laws of the State of New York.

EXHIBIT B-1

[FORM OF]
BORROWING REQUEST

Citibank, N.A.,
Citigroup – ABTF Global Loans
1615 Brett Road
New Castle, DE 19720
Telephone: 302-323-3657
Facsimile: 646-274-5025
Attention: Nicholas Malascalza
Email: Nicholas.Malasalza@citi.com

[•] [•], 20[•][11]

Ladies and Gentlemen:

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation, CPQ Midco I Corporation, a Delaware corporation, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings unless otherwise defined herein.

The undersigned hereby gives you notice pursuant to Section 2.03 of the Credit Agreement that it requests the Borrowings under the Credit Agreement to be made on [•] [•], 20[•], and in that connection sets forth below the terms on which the Borrowings are requested to be made:

(A)	Borrower		[•]
(B)	Date of Borrowing (which shall be a Business Day)		[•]
(C)	Aggregate Amount of Borrowing[12]	$	[•]
(D)	Currency of Borrowing		[•]
(E)	Type of Borrowing[13]		[•]

11 The Administrative Agent must be notified in writing or by telephone (with such telephonic notification to be promptly confirmed in writing), which must be received by the Administrative Agent not later than 1:00 p.m. (i) three Business Days prior to the requested day of any Borrowing of LIBO Rate Revolving Loans or CDOR Revolving Loans denominated in Dollars (or one Business Day in the case of any Borrowing of LIBO Rate Revolving Loans denominated in Dollars to be made on the Closing Date), (ii) four Business Days prior to the requested day of any Borrowing of LIBO Rate Revolving Loans or CDOR Revolving Loans denominated in a currency other than Dollars (or one Business Day in the case of any Borrowing of LIBO Rate Revolving Loans denominated in a currency other than Dollars to be made on the Closing Date) or (iii) on the requested date of any Borrowing of ABR Revolving Loans or Canadian Prime Rate Revolving Loans (or, in each case, such later time as shall be acceptable to the Administrative Agent); provided, however, that if the applicable Borrower wishes to request LIBO Rate Revolving Loans or CDOR Revolving Loans having an Interest Period of other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice from the applicable Borrower (or the Lead Borrower on its behalf) must be received by the Administrative Agent not later than 12:00 p.m. four Business Days prior to the requested date of such Borrowing, whereupon the Administrative Agent shall give prompt notice to the relevant Lenders of such request and determine whether the requested Interest Period is available by all the appropriate Lenders.

12 Subject to Section 2.02(c) of Credit Agreement.

13 State whether a LIBO Rate Borrowing, ABR Borrowing, CDOR Borrowing or Canadian Prime Rate Borrowing. If, with respect to Revolving Loans denominated in a Canadian Dollars no Type of Borrowing is specified, then the requested Borrowing shall be a Canadian Prime Rate Borrowing. If, with respect to Revolving Loans denominated in Dollars, no Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing.

(F)	Class of Borrowing	[•]
(G)	Interest Period[14] (in the case of a LIBO Rate Borrowing or CDOR Borrowing)	[•]
(H)	Amount, Account Number and Location	

Wire Transfer Instructions:

Amount	$	[•]
Bank:		[•]
ABA No.:		[•]
Account No.:		[•]
Account Name:		[•]

[The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Borrowing:

(A) The representations and warranties of the Loan Parties set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date of the Borrowing with the same effect as though such representations and warranties had been made on and as of the date of such Borrowing; provided that to the extent that any representation and warranty specifically refers to an earlier date, it is true and correct in all material respects as of such earlier date; provided, further, that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(B) At the time of and immediately after giving effect to the Borrowing, no Default or Event of Default exists.][15]

[Signature Page Follows]

14 Must be a period contemplated by the definition of "Interest Period". If no Interest Period is specified, then the Interest Period shall be ofone-month's duration.

15 Include bracketed language only for Borrowings after Closing Date.

PQ CORPORATION,
as Lead Borrower[16]

By: _____
Name:
Title:

16 The applicable Borrower may also execute.

[FORM OF]
LETTER OF CREDIT REQUEST

Citibank, N.A.,
Citigroup – ABTF Global Loans
New Castle, DE 19720
Telephone: 302-323-3657
Facsimile: 646-274-5025
Attention: Nicholas Malascalza
Email: Nicholas.Malasalza@citi.com

[[•] [•], 20[•]][17]

Ladies and Gentlemen:

We hereby request that [•][18], as an Issuing Bank, in its individual capacity, [**issue, amend, renew, extend**][**a/an**] [**existing**] Letter of Credit on [•][19] (the "**Date of Issuance**"), which Letter of Credit shall be in the aggregate amount of [•][20] and shall be for the account of [•][21]. The beneficiary of the requested Letter of Credit is [•][22], and such Letter of Credit will be in support of [•][23]. For the purposes of this Letter of Credit Request, unless otherwise defined herein, all capitalized terms used herein and defined in the ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation, CPQ Midco I Corporation, a Delaware corporation, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Lenders.

[We hereby certify that:

(A) The representations and warranties of the Loan Parties set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Date of Issuance with the same effect as though such representations and warranties had been made on and as of the Date of Issuance; provided that to the extent that a representation and warranty specifically refers to an earlier date, it is true and correct in all material respects as of such earlier date; provided, further, that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

17 Must be delivered to the applicable Issuing Bank and the Administrative Agent, at least three Business Days in advance of the requested date of issuance, amendment, extension or renewal (or such shorter period as is acceptable to the applicable Issuing Bank).
18 Insert name of the applicable Issuing Bank.
19 Insert date of issuance, which must be a Business Day.
20 Insert aggregate initial amount of Letter of Credit.
21 Insert name of account party.
22 Insert name and address of beneficiary.
23 Insert brief description of obligations(s) to be supported by the Letter of Credit.

(B) As of the Date of Issuance and immediately after giving effect to the requested Letter of Credit, no Default or Event of Default exists.][24]

[Signature Page Follows]

24 Include bracketed language only for issuances, amendments, modifications, extensions or renewals, of Letters of Credit after Closing Date (other than any such amendment, modification, extension or renewal that does not increase the Stated Amount of the relevant Letter of Credit).

[•][25],
as a Borrower

By: _____
Name:
Title:

25 Insert name of applicable Borrower(s) requesting Letter of Credit.

EXHIBIT C

[FORM OF]
COMPLIANCE CERTIFICATE

[•] [•], 20[•]

To: The Administrative Agent and each of the Lenders parties to the Credit Agreement described below

This Compliance Certificate is furnished pursuant to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the other Borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Citibank, N.A., in its capacities as administrative agent and collateral agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Credit Agreement.

THE UNDERSIGNED HEREBY CERTIFIES, AS A RESPONSIBLE OFFICER OF THE LEAD BORROWER, IN SUCH CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY, THAT:

1. I am the duly elected [•] of the Lead Borrower and a Responsible Officer of the Lead Borrower;

2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and conditions of the Lead Borrower and its Restricted Subsidiaries, on a consolidated basis, during the **[Fiscal Quarter]|[Fiscal Year]** covered by the attached financial statements;

3. **[The attached financial statements fairly present, in all material respects, in accordance with GAAP, the consolidated financial condition of the Lead Borrower as at the dates indicated and its income and cash flows for the periods indicated, subject to the absence of footnotes and changes resulting from audit and normal year-end adjustments.]**[26]

4. **[Except as described in the disclosure set forth below, the]|[The] examinations described in paragraph 2 did not disclose, and I have no knowledge of the existence of any condition or event which constitutes a Default or Event of Default that exists as of the date of this Compliance Certificate [and the disclosure set forth below specifies, in reasonable detail, the nature of any such condition or event and any action taken or proposed to be taken with respect thereto.]**

5. **[Attached as Schedule 1 hereto is a list of the subsidiaries of the Lead Borrower that identifies each subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date hereof.] [There is no change in the list of Restricted Subsidiaries and Unrestricted Subsidiaries since the later of the Closing Date and the date of the last Compliance Certificate.]**

6. **[Attached as Schedule 2 hereto are (i) a summary of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries from the attached financial statements and (ii) if the attached financial statements relate to any Parent Company, consolidating financial information summarizing in reasonable detail the information related to such Parent Company, on the one hand, and the information relating to the US Borrower on a standalone basis, on the other hand.]**[27]

26 Include to the extent the relevant Compliance Certificate is delivered in connection with unaudited quarterly financials.
27 Only required if a subsidiary of the US Borrower is or has been designated as an Unrestricted Subsidiary at the time of delivery of the applicable Compliance Certificate.

7. **[Attached hereto as Schedule 3 is the Narrative Report required to be delivered with the attached financial statements in accordance with Section 5.01(a) or (b) of the Credit Agreement, as applicable]**.

[The description below sets forth the exceptions to paragraph 4 by listing, in reasonable detail, the nature of the condition or event, the period during which it has existed and the action which the Lead Borrower has taken, is taking, or proposes to take with respect to each such condition or event:]

[Signature Page Follows]

The foregoing certifications, together with the information set forth in the Schedules hereto and the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered as of the date first written above.

PQ CORPORATION, as Lead Borrower

By: _____
Name:
Title:

SCHEDULE 1

List of Restricted Subsidiaries and Unrestricted Subsidiaries

Schedule 2 to Exhibit C

SCHEDULE 2

Summary of Pro Forma Adjustments/Consolidating Information

Schedule 3 to Exhibit C

SCHEDULE 3

Narrative Report

Schedule 4 to Exhibit C

EXHIBIT D

[FORM OF]

INTEREST ELECTION REQUEST

Citibank, N.A.,
Citigroup – ABTF Global Loans
1615 Brett Road
New Castle, DE 19720
Telephone: 302-323-3657
Facsimile: 646-274-5025
Attention: Nicholas Malascalza
Email: Nicholas.Malasalza@citi.com

[•] [•], 20[•][28]

Ladies and Gentlemen:

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the other Borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Citibank, N.A., in its capacities as administrative agent and collateral agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings unless otherwise defined herein.

The undersigned hereby gives you notice pursuant to Section 2.08 of the Credit Agreement of an interest rate election, and in that connection sets forth below the terms thereof:

(A) [on **[insert applicable date]** (which is a Business Day), the undersigned will convert $[•][29] of the aggregate outstanding principal amount of the Revolving Loans, bearing interest at the **[ABR][LIBO][CDOR][Canadian Prime] Rate, into a [ABR][LIBO][CDOR][Canadian Prime] Revolving Loan [and, in the case of a [LIBO Rate][CDOR Rate] Revolving Loan, having an Interest Period of [•] month(s)][30][; and][.]]**

(B) **[on [insert applicable date]** (which is a Business Day), the undersigned will continue $**[•]** of the aggregate outstanding principal amount of the Revolving Loans bearing interest at the **[LIBO][CDOR]** Rate, as **[LIBO][CDOR]** Rate Revolving Loans having an Interest Period of **[•]** month(s)[31].]

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28 The Administrative Agent must be notified in writing or by telephone (with such telephonic notification to be promptly confirmed in writing), which must be received by the Administrative Agent not later than 1:00 p.m. (i) three Business Days prior to the requested day of any conversion or continuation of LIBO Rate Revolving Loans or CDOR Revolving Loans denominated in Dollars, (ii) four Business Days prior to the requested day of any conversion or continuation of LIBO Rate Revolving Loans or CDOR Revolving Loans denominated in a currency other than Dollars or (iii) on the requested date of any conversion or continuation of ABR Revolving Loans or Canadian Prime Rate Revolving Loans (or, in each case, such later time as shall be acceptable to the Administrative Agent); provided, however, that if the applicable Borrower wishes to request LIBO Rate Revolving Loans or CDOR Revolving Loans having an Interest Period of other than one, two, three or six months in duration as provided in the definition of "Interest Period," the applicable notice from the applicable Borrower (or the Lead Borrower on its behalf) must be received by the Administrative Agent not later than 12:00 p.m. four Business Days prior to the requested date of such conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the relevant Lenders of such request and determine whether the requested Interest Period is available by all the appropriate Lenders.

29 Subject to Section 2.02(c) of the Credit Agreement.

30 Must be a period contemplated by the definition of "Interest Period".

31 Must be a period contemplated by the definition of "Interest Period".

[Signature Page Follows]

PQ CORPORATION,
as Lead Borrower[32]

By: _____
Name:
Title:

32 The applicable Borrower may also execute.

[FORM OF]
PERFECTION CERTIFICATE

PERFECTION CERTIFICATE

May 4, 2016

Reference is hereby made to (i) that certain Term Loan Credit Agreement, dated as of the date hereof (the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the lenders from time to time party thereto (the "**Term Lenders**") and **Credit Suisse AG, Cayman Islands Branch**, in its capacities as administrative agent and collateral agent for the Term Lenders (the "**Term Loan Agent**"), (ii) that certain **ABL Credit Agreement**, dated as of the date hereof (the "**ABL Credit Agreement**", and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the US Borrower, Holdings, the Canadian Borrowers from time party thereto, the European Borrowers from time to time party thereto, the lenders from time to time party thereto (the "**ABL Lenders**", and, together with the Term Lenders, the "**Lenders**") and **Citibank, N.A.**, in its capacities as administrative agent and collateral agent for the ABL Lenders (the "**ABL Agent**", and, together with the Term Loan Agent, the "**Agents**"), (iii) that certain Term Loan Pledge and Security Agreement, dated as of the date hereof (the "**Term Loan Security Agreement**"), by and among the Loan Parties (as defined in the Term Loan Credit Agreement) from time to time party thereto and the Term Loan Agent and (iv) that certain ABL Pledge and Security Agreement, dated as of the date hereof (the "**ABL Security Agreement**", and, together with the Term Loan Security Agreement, the "**Security Agreements**"), by and among the US Loan Parties (as defined in the ABL Credit Agreement) from time to time party thereto and the ABL Agent. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Security Agreements.

As used herein, the term "**Company**" means the US Borrower, Holdings and the other Grantors (as defined in the Security Agreements).

As of the date hereof, the undersigned hereby represents and warrants to the Agents as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective Organizational Documents filed with the Secretary of State of such Company's jurisdiction of organization is set forth in Schedule 1(a). Each Company is the type of entity disclosed next to its name in Schedule 1(a). Also set forth in Schedule 1(a) is the organizational identification number, if any, of each Company, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) Except as otherwise disclosed in Schedule 1(d), set forth in Schedule 1(b) hereto is any other name that any Company has used in the past five years, including on any filings with the Internal Revenue Service, together with the date of the relevant change.

(c) Set forth in Schedule 1(c) is a list of the information required by Section 1(a) of this certificate for any other Person (i) to which any Company became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Company, at any time within the past five years. Except as set forth in Schedule 1(d), or as otherwise disclosed in Schedule 1(c), no Company has changed its jurisdiction of organization or form of entity at any time during the past four months.

2. Locations. The chief executive office of each Company is currently located at the address disclosed next to such Company's name in Schedule 2(a) hereto. Except as disclosed on Schedule 2(b), no Company has changed its chief executive office within the past five years.

3. Stock Ownership and Other Equity Interests. Attached hereto as Schedule 3 is a true and correct list of all of the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests owned by any Company, the beneficial owners of such stock, partnership interests, membership interests or other equity interests and the percentage of the total issued and outstanding stock, partnership interests, membership interests or other equity interests of the relevant issuer represented thereby.

4. Instruments and Tangible Chattel Paper. Attached hereto as Schedule 4 is a true and correct list of all Instruments (other than checks to be deposited in the ordinary course of business) and Tangible Chattel Paper, in each case having a face amount exceeding $15,000,000, held by any Company as of the date hereof, including the names of the obligors, amounts owing and the due dates.

5. Intellectual Property. Attached hereto as Schedule 5(a) is a schedule setting forth all of each Company's United States Patents and United States Trademarks registered with (and applied for in) the United States Patent and Trademark Office (excluding, for the avoidance of doubt, any United States Patent or United States Trademark that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement, but including United States Trademarks that would constitute Collateral upon the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such United States Patent and United States Trademark. Attached hereto as Schedule 5(b) is a schedule setting forth all of each Company's Copyrights registered with (or applied for in) the United States Copyright Office (excluding, for the avoidance of doubt, any Copyright that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such Copyright.

6. Commercial Tort Claims. Attached hereto as Schedule 6 is a true and correct list of all Commercial Tort Claims with an individual value of at least $15,000,000 (as reasonably determined by the Borrower), held by any Company, including a brief description thereof.

7. Real Property. Attached hereto as Schedule 7 is a list of all real property owned by each Company located in the United States as of the Closing Date having a value in excess of $15,000,000 (such real property, the "Mortgaged Property").

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto signed this Perfection Certificate as of the date first written of above.

PQ CORPORATION

By: _____
Name:
Title:

[•]

By: _____
Name:
Title:

EXHIBIT F

[FORM OF]

PERFECTION CERTIFICATE SUPPLEMENT

[Insert date]

Reference is hereby made to (i) that certain Term Loan Credit Agreement, dated as of May 4, 2016 (the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**U.S. Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the lenders from time to time party thereto (the "**Term Lenders**") and Credit Suisse AG, Cayman Islands Branch, in its capacities as administrative agent and collateral agent for the Term Lenders (the "**Term Loan Agent**"), (ii) that certain ABL Credit Agreement, dated as of May 4, 2016 (the "**ABL Credit Agreement**", and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the U.S. Borrower, Holdings, the other borrowers from time to time party thereto, the lenders from time to time party thereto (the "**ABL Lenders**", and, together with the Term Lenders, the "**Lenders**") and Citibank, N.A., in its capacities as administrative agent and collateral agent for the ABL Lenders (the "**ABL Agent**", and, together with the Term Loan Agent, the "**Agents**"), (iii) that certain Term Loan Pledge and Security Agreement, dated as of May 4, 2016 (the "**Term Loan Security Agreement**"), by and among the Loan Parties (as defined in the Term Loan Credit Agreement) from time to time party thereto and the Term Loan Agent, (iv) that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (the "**ABL Security Agreement**", and, together with the Term Loan Security Agreement, the "**Security Agreements**"), by and among the Loan Parties (as defined in the ABL Credit Agreement) from time to time party thereto and the ABL Agent and (v) the Perfection Certificate, dated as of May 4, 2016 (as supplemented by any perfection certificate and/or perfection certificate supplement delivered prior to the date hereof, the "**Prior Perfection Certificate**"), executed by the Loan Parties signatory thereto. Capitalized terms used but not defined herein have the meanings assigned to such terms in the relevant Security Agreement.

As used herein, the term "**Company**" means the U.S. Borrower, Holdings and the other Grantors (as defined in the Security Agreements).

As of the date hereof, the undersigned hereby represents and warrants to the Agents as follows:

1. Names. Except as set forth on Schedule 1 hereto, (a) the exact legal name of each Company, as such name appears in its respective Organizational Documents filed with the Secretary of State of such Company's jurisdiction of organization is set forth in Schedule 1(a) to the Prior Perfection Certificate, (b) each Company is the type of entity disclosed next to its name in Schedule 1(a) to the Prior Perfection Certificate and (c) the organizational identification number, if any, of each Company, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company are set forth in Schedule 1(a) to the Prior Perfection Certificate.

(a) Except as otherwise disclosed in Schedule 1(d), set forth in Schedule 1(b) to the Prior Perfection Certificate is any other name that any Company has used in the past five years, including on any filings with the Internal Revenue Service, together with the date of the relevant change.

(b) Except as otherwise disclosed in Schedule 1(c), set forth in Schedule 1(c) to the Prior Perfection Certificate is a list of the information required by Section 1(a) of this certificate for any other Person (i) to which any Company became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Company, at any time within the past five years. Except as set forth in Schedule 1(d) to the Prior Perfection Certificate, or as otherwise disclosed in Schedule 1(c), no Company has changed its jurisdiction of organization or form of entity at any time during the past four months

2. Locations. Except as set forth on Schedule 2 hereto, the chief executive office of each Company is currently located at the addresses set forth in Schedule 2 to the Prior Perfection Certificate, and except as set forth on Schedule 2 to the Prior Perfection Certificate, no Company has changed its chief executive office within the past five years.

3. Stock Ownership and Other Equity Interests. Except as set forth on Schedule 3 hereto, Schedule 3 to the Prior Perfection Certificate sets forth a true and correct list of all of the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests owned by any Company constituting Pledged Stock, the beneficial owners of such stock, partnership interests, membership interests or other equity interests and the percentage of the total issued and outstanding stock, partnership interests, membership interests or other equity interests of the relevant issuer represented thereby.

4. Instruments and Tangible Chattel Paper. Except as set forth on Schedule 4 hereto, Schedule 4 to the Prior Perfection Certificate sets forth a true and correct list of all Instruments (other than checks to be deposited in the ordinary course of business) and Tangible Chattel Paper, in each case having a face amount exceeding $15,000,000, held by any Company as of the date hereof, including the names of the obligors, amounts owing and the due dates.

5. Intellectual Property. Except as set forth on Schedule 5(a) hereto, Schedule 5(a) to the Prior Perfection Certificate sets forth all of each Company's United States Patents and United States Trademarks registered with (and applied for in) the United States Patent and Trademark Office (excluding, for the avoidance of doubt, any United States Patent or United States Trademark that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement, but including United States Trademarks that would constitute Collateral upon the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such United States Patent and United States Trademark. Except as set forth on Schedule 5(b) hereto, Schedule 5(b) to the Prior Perfection Certificate sets forth all of each Company's Copyrights registered with (or applied for in) the United States Copyright Office (excluding, for the avoidance of doubt, any Copyright that has expired or been abandoned in the same manner as permitted in the relevant Credit Agreement), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such Copyright.

6. Commercial Tort Claims. Except as set forth on Schedule 6 hereto, Schedule 6 to the Prior Perfection Certificate sets forth all Commercial Tort Claims with an individual value of at least $15,000,000 (as reasonably determined by the U.S. Borrower), held by any Company, including a brief description thereof.

7. Real Property. Except as set forth on Schedule 7 hereto, Schedule 7 to the Prior Perfection Certificate sets forth all real property owned by each Company located in the United States having a value in excess of $15,000,000.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Perfection Certificate as of the date first written of above.

[•]

By: _____
Name: [•]
Title: [•]

SCHEDULE 1(A)

LEGAL NAMES

Company	Jurisdiction	Type	Organizational Number	Federal Taxpayer Identification Number

SCHEDULE 1(B)

PRIOR ORGANIZATIONAL NAMES

Company	Prior Legal Name	Date of Change

SCHEDULE 1(C)

CHANGES IN CORPORATE IDENTITY

Company	Action	Legal Name of Predecessor Entity	Jurisdiction of Organization of Predecessor Entity	Date

SCHEDULE 1(D)

CHANGES IN JURISDICTION OR FORM

Company	Current Jurisdiction of Organization/Form	Prior Jurisdiction of Organization/Form	Date of Change

SCHEDULE 2

CHIEF EXECUTIVE OFFICES

Company	Address

SCHEDULE 3

PLEDGED STOCK

Issuer	Holder	Certificate No.	% of Issued and Outstanding

SCHEDULE 4

INSTRUMENTS AND TANGIBLE CHATTEL PAPER

1. Promissory Notes/Instruments:

Obligee	Obligor	Principal Amount	Maturity

2. Tangible Chattel Paper:

SCHEDULE 5(A) AND 5(B)

PATENTS, TRADEMARKS AND COPYRIGHTS

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

SCHEDULE 6

COMMERCIAL TORT CLAIMS

F-13

SCHEDULE 7

MORTGAGED PROPERTY

EXHIBIT G

[FORM OF]
PROMISSORY NOTE

$[•] New York, New York
[•] [•], 20[•]

FOR VALUE RECEIVED, the undersigned [PQ Corporation, a Pennsylvania corporation][33] (the "**Borrower**"), hereby promises to pay on demand to [•] (the "**Lender**") or its registered permitted assign, at the office of Citibank, N.A. ("**Citi**") at 1615 Brett Road, New Castle, Delaware 19720, Revolving Loan in the principal amount of $[•] or such lesser amount as is outstanding from time to time, on the dates and in the amounts set forth in the ABL Credit Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among, the Borrower and the other borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto, Citi, in its capacities as administrative agent and collateral agent for the Lenders. The Borrower also promises to pay interest from the date of such Revolving Loans on the principal amount thereof from time to time outstanding, in like Dollars, at such office, in each case, in the manner and at the rate or rates per annum and payable on the dates provided in the Credit Agreement. Terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower promises to pay interest on any overdue principal and, to the extent permitted by Requirements of Law, overdue interest from the relevant due dates, in each case, in the manner, at the rate or rates and under the circumstances provided in the Credit Agreement.

The Borrower hereby waives diligence, presentment, demand, protest and notice of any kind to the extent possible under any Requirements of Law. Thenon-exercise by the holder hereof of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

All Borrowings evidenced by this Promissory Note and all payments and prepayments of the principal hereof and interest hereon and the respective dates thereof shall be endorsed by the holder hereof on the schedules attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; provided, however, that the failure of the holder hereof to make such a notation or any error in such notation shall not affect the obligations of the Borrower under this Promissory Note.

This Promissory Note is one of the promissory notes referred to in the Credit Agreement that, among other things, contains provisions for the acceleration of the maturity hereof upon the happening of certain events, for optional and mandatory prepayment of the principal hereof prior to the maturity hereof and for the amendment or waiver of certain provisions of the Credit Agreement, all upon the terms and conditions therein specified. This Promissory Note is entitled to the benefit of the Credit Agreement, and the obligations hereunder are guaranteed and secured as provided therein and in the other Loan Documents referred to in the Credit Agreement.

If any assignment by the Lender holding this Promissory Note occurs after the date of the issuance hereof, the Lender agrees that it shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender this Promissory Note to the Administrative Agent for cancellation.

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33 To be updated for applicable Borrower.

[Remainder of Page Intentionally Left Blank]

THE ASSIGNMENT OF THIS PROMISSORY NOTE AND ANY RIGHTS WITH RESPECT THERETO ARE SUBJECT TO THE PROVISIONS OF THE CREDIT AGREEMENT, INCLUDING THE PROVISIONS GOVERNING, THE REGISTER AND THE PARTICIPANT REGISTER.

THIS PROMISSORY NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[PQ CORPORATION]

By: _____
Name:
Title:

SCHEDULE A

REVOLVING LOANS, CONVERSIONS AND REPAYMENTS OF ABR LOANS[34]

Date	Amount of ABR Revolving Loans	Amount Converted to ABR Revolving Loans	Amount of Principal of ABR Revolving Loans Repaid	Amount of ABR Loans Converted to LIBO Rate Revolving Loans	Unpaid Principal Balance of ABR Revolving Loans	Notation Made By

34 To be updated for applicable currency.

SCHEDULE B

LOANS, CONTINUATIONS, CONVERSIONS AND REPAYMENTS OF LIBO RATE REVOLVING LOANS

Date	Amount of LIBO Rate Revolving Loans	Amount Converted to LIBO Rate Revolving Loans	Interest Period and LIBO Rate with Respect Thereto	Amount of Principal of LIBO Rate Revolving Loans Repaid	Amount of LIBO Rate Loans Converted to ABR Revolving Loans	Unpaid Principal Balance of LIBO Rate Revolving Loans	Notation Made By

Schedule B to Note

EXHIBIT H-1

[FORM OF]
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of [•] [•], 20[•], (this "**Agreement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Citibank, N.A. ("**Citi**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Canadian Borrowers (as defined in the Credit Agreement), the European Borrowers (as defined in the Credit Agreement, and together with the US Borrower and the Canadian Borrowers, the "**Borrowers**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and Citi, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of [**such**][**the**] Grantor, and regardless of where located (collectively, the "**Trademark Collateral**"):

A. all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all renewals of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof;

D. all rights to sue for past, present, and future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the Collateral excludes anyintent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

EXHIBIT A

[FORM OF]
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [•] [•], 20[•], this "**Trademark Security Agreement Supplement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Citibank, N.A. ("**Citi**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Canadian Borrowers (as defined in the Credit Agreement), the European Borrowers (as defined in the Credit Agreement, and together with the US Borrower and the Canadian Borrowers, the "**Borrowers**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and Citi, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Trademark Security Agreement**"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the [**such**][**the**] Grantor, and regardless of where located (collectively, the "**Additional Trademark Collateral**"):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all renewals of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof;

D. all rights to sue for past, present, and future infringements and dilutions of the Trademarks, including the right to settle suits involving claims and demands for royalties owing; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the Collateral excludes anyintent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

Exhibit A

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

[FORM OF]
PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of [•] [•], 20[•] (this "**Agreement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Citibank, N.A. ("**Citi**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Canadian Borrowers (as defined in the Credit Agreement), the European Borrowers (as defined in the Credit Agreement, and together with the US Borrower and the Canadian Borrowers, the "**Borrowers**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and Citi, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "**Patent Collateral**"):

A. any and all patents and patent applications, including those patents and pending applications in the United States Patent and Trademark Office which are listed on Schedule I hereto;

B. all inventions described and claimed therein;

C. all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

D. all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof;

E. all rights to sue for past, present, and future infringements thereof; and

F. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

EXHIBIT A

[FORM OF]
PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of [•] [•], 20[•] (this "**Patent Security Agreement Supplement**"), among [•] ([**each, a**] [**the**] "**Grantor**") and Citibank, N.A. ("**Citi**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Canadian Borrowers (as defined in the Credit Agreement), the European Borrowers (as defined in the Credit Agreement, and together with the US Borrower and the Canadian Borrowers, the "**Borrowers**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and Citi, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Patent Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Patent Security Agreement**"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Patent Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of [**such**][**the**] Grantor and regardless of where located (collectively, the "**Additional Patent Collateral**"):

A. the patents and pending applications in the United States Patent and Trademark Office listed onSchedule I hereto;

B. all inventions described and claimed therein;

C. all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

D. all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof;

E. all rights to sue for past, present, and future infringements thereof; and

F. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

Exhibit A

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

[FORM OF]
COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT is entered into as of [•] [•], 20[•] (this "**Agreement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Citibank, N.A. ("**Citi**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Canadian Borrowers (as defined in the Credit Agreement), the European Borrowers (as defined in the Credit Agreement, and together with the US Borrower and the Canadian Borrowers, the "**Borrowers**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and Citi, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**] [**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by [**such**][**the**] Grantor and regardless of where located (collectively, the "**Copyright Collateral**"):

A. all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, including those copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule I;

B. all renewals of any of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due and/or payable under any of the Copyrights, including, without limitation, damages or payments for past or future infringements thereof;

D. the right to sue for past, present, and future infringements thereof; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

EXHIBIT A

[FORM OF]
COPYRIGHT SECURITY AGREEMENT SUPPLEMENT

This COPYRIGHT SECURITY AGREEMENT SUPPLEMENT is entered into as of [•] [•], 20[•] (this "**Copyright Security Agreement Supplement**"), among [•] ([**each, a**][**the**] "**Grantor**") and Citibank, N.A. ("**Citi**"), as Collateral Agent (the "**Collateral Agent**") for the Secured Parties.

Reference is made to that certain ABL Pledge and Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Canadian Borrowers (as defined in the Credit Agreement), the European Borrowers (as defined in the Credit Agreement, and together with the US Borrower and the Canadian Borrowers, the "**Borrowers**"), CPQ Midco I Corporation, a Delaware corporation, the Lenders from time to time party thereto (the "**Lenders**") and Citi, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Copyright Security Agreement, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Copyright Security Agreement**"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Copyright Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Copyright Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Copyright Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by [**such**][**the**] Grantor and regardless of where located (collectively, the "**Additional Copyright Collateral**"):

A. all copyrights and registrations and pending applications for registration in the United States Copyright Office listed on Schedule I hereto;

B. all renewals of any of the foregoing;

C. all income, royalties, damages, and payments now or hereafter due and/or payable under any of the Copyrights, including, without limitation, damages or payments for past or future infringements thereof;

D. the right to sue for past, present, and future infringements thereof; and

E. all rights corresponding to any of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***Security Agreement***. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [**Each**][**The**] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Copyright Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this Copyright Security Agreement Supplement as of the day and year first above written.

[•]

By: _____
Name: [•]
Title: [•]

Exhibit A

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

[FORM OF]
US LOAN GUARANTY AGREEMENT

[CIRCULATED SEPARATELY]

ABL GUARANTY

THIS ABL GUARANTY (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**ABL Guaranty**") is entered into as of May 4, 2016, by and among CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the Subsidiary Parties (as defined below) from time to time party hereto (Holdings, the US Borrower and the Subsidiary Parties, collectively, the "**ABL Guarantors**") and Citibank, N.A., in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the "**Administrative Agent**").

PRELIMINARY STATEMENT

Reference is hereby made to that certain ABL Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among, *inter alios*, Holdings, the US Borrower, the Canadian Borrowers party thereto, the European Borrowers party thereto (the US Borrower, the Canadian Borrowers and the European Borrowers, collectively, the "**Borrowers**"), the Lenders (as defined below) and the Administrative Agent.

The ABL Guarantors are entering into this ABL Guaranty in order to induce the Lenders and Issuing Banks to enter into and extend credit to the Borrowers under the Credit Agreement and to guarantee the Secured Obligations.

Each ABL Guarantor will obtain benefits from the incurrence of Loans by the Borrowers and the issuance of, and participation in, Letters of Credit for the account of the Borrowers and their Restricted Subsidiaries and the incurrence by the Loan Parties of Secured Hedging Obligations and Banking Services Obligations.

ACCORDINGLY, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions of Certain Terms Used Herein. As used in this ABL Guaranty, in addition to the terms defined in the preamble and Preliminary Statement above, the following terms shall have the following meanings:

"**ABL Guarantors**" has the meaning assigned to such term in the preamble.

"**ABL Guaranty**" has the meaning assigned to such term in the preamble.

"**Accommodation Payments**" has the meaning assigned to such term in Section 2.09.

"**Administrative Agent**" has the meaning assigned to such term in the preamble.

"**Article**" means a numbered article of this ABL Guaranty, unless another document is specifically referenced.

"**Borrowers**" means the "Borrowers" under and as defined in the Credit Agreement.

"**Credit Agreement**" has the meaning assigned to such term in the Preliminary Statement.

"**Exhibit**" refers to a specific exhibit to this ABL Guaranty, unless another document is specifically referenced.

"**Guaranteed Obligations**" has the meaning assigned to such term in Section 2.01.

"**Guarantor Percentage**" has the meaning assigned to such term in Section 2.09(a).

"**Guaranty Supplement**" has the meaning assigned to such term in Section 3.04.

"**Holdings**" has the meaning assigned to such term in the preamble.

"**Lenders**" means the "Lenders" under and as defined in the Credit Agreement.

"**Maximum Liability**" has the meaning assigned to such term in Section 2.09(a).

"**Non-ECP Guarantor**" means each ABL Guarantor other than a Qualified ECP Guarantor.

"**Non-Paying Guarantor**" has the meaning assigned to such term in Section 2.09(a).

"**Obligated Party**" has the meaning assigned to such term in Section 2.02.

"**Paying Guarantor**" has the meaning assigned to such term in Section 2.09(a).

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, each ABL Guarantor that has total assets exceeding $10,000,000 at the time the relevant ABL Guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Restricted Subsidiary**" means the "Restricted Subsidiaries" under and as defined in the Credit Agreement.

"**Section**" means a numbered section of this ABL Guaranty, unless another document is specifically referenced.

"**subsidiary**" has the meaning assigned to such term in the Credit Agreement.

"**Subsidiary Parties**" means (a) the Restricted Subsidiaries of the US Borrower identified on Exhibit A hereto and (b) each other Restricted Subsidiary that becomes a party to this ABL Guaranty as a Subsidiary Party after the date hereof, in accordance with Section 3.04 herein and Section 5.12(a) of the Credit Agreement.

"**UFCA**" has the meaning assigned to such term in Section 2.09(a).

"**UFTA**" has the meaning assigned to such term in Section 2.09(a).

"**US Borrower**" has the meaning assigned to such term in the preamble.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms used in this ABL Guaranty and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

ARTICLE 2
ABL GUARANTY

Section 2.01. Guaranty. Except as otherwise provided for herein (including underSection 3.15), each ABL Guarantor hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the Administrative Agent (acting as agent for the Secured Parties, pursuant to Section 8.01 of the Credit Agreement) for the ratable benefit of the Secured Parties, the full and prompt payment and performance by each other ABL Guarantor, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (excluding, for the avoidance of doubt, any Excluded Swap Obligations), together with any and all expenses which may be incurred by the Administrative Agent and the other Secured Parties in collecting any of the Guaranteed Obligations that are reimbursable in accordance with Section 9.03 of the Credit Agreement (collectively the "**Guaranteed Obligations**"). Each ABL Guarantor further agrees that the Guaranteed Obligations may be increased, extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each ABL Guarantor, unconditionally and irrevocably, promises to pay such Guaranteed Obligations, when due, to the Administrative Agent for the benefit of the Secured Parties. Each ABL Guarantor unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations whether or not due or payable by any Borrower upon the occurrence of any of the Events of Default specified in Sections 7.01(f) or 7.01(g) of the Credit Agreement and thereafter irrevocably and unconditionally promises to pay such Guaranteed Obligations to the Administrative Agent for the benefit of the Secured Parties. This ABL Guaranty is a continuing one and shall remain in full force and effect until the Termination Date, and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

Section 2.02. Guaranty of Payment. This ABL Guaranty is a guaranty of payment and not of collection. Each ABL Guarantor waives any right to require the Administrative Agent or any Lender to sue any Borrower, any ABL Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each Borrower, each ABL Guarantor, each other guarantor or such other Person, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any US Collateral securing all or any part of the Guaranteed Obligations. The Administrative Agent may enforce this ABL Guaranty at any time when an Event of Default exists.

Section 2.03. No Discharge or Diminishment of ABL Guaranty.

(a) Except as otherwise provided for herein (including underSection 3.15), the obligations of each ABL Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any other Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any ABL Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii)

any dissolution, termination or increase, decrease or change in personnel by any Borrower; or (ix) any payment made to any Secured Party on the Guaranteed Obligations which any such Secured Party repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each ABL Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except for termination of an ABL Guarantor's obligations hereunder or as expressly permitted bySection 3.15, the obligations of each ABL Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any Requirements of Law purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any ABL Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any Loan Document or other agreement relating to the Guaranteed Obligations, or any increase in the amount thereof; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent with respect to any US Collateral securing any part of the Guaranteed Obligations; (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such ABL Guarantor or that would otherwise operate as a discharge of any ABL Guarantor as a matter of law or equity (other than as set forth in Section 3.15); or (vi) the validity or enforceability of the Credit Agreement or any other Loan Document or any Secured Hedge Agreement or Banking Services Agreement, any of the Secured Obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by any Secured Party.

Section 2.04. Defenses Waived. To the fullest extent permitted by applicable Requirements of Law, and except for termination of an ABL Guarantor's obligations hereunder or as otherwise provided for herein (including under Section 3.15), each ABL Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other ABL Guarantor or arising out of the disability of any Borrower or any other ABL Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other ABL Guarantor. Without limiting the generality of the foregoing, each ABL Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein or in any other Loan Document, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this ABL Guaranty and notices of the existence, creation or incurring of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right (except as may be required by applicable Requirements of Law and to the extent the relevant requirement cannot be waived) to require the Administrative Agent to (i) proceed against any Borrower, any other ABL Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other ABL Guarantor or any other party or (iii) pursue any other remedy in the Administrative Agent's power whatsoever. The Administrative Agent may, at its election and in accordance with the terms of the applicable Loan Documents, foreclose on any US Collateral held by it by one or more judicial or nonjudicial sales,

whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable Requirements of Law), accept an assignment of any such US Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any US Collateral securing all or a part of the Guaranteed Obligations, and the Administrative Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations or any security thereof, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party or with respect to any security, without affecting or impairing in any way the liability of such ABL Guarantor under this ABL Guaranty, except as otherwise provided in Section 3.15. To the fullest extent permitted by applicable Requirements of Law, each ABL Guarantor waives any defense arising out of any such election even though such election may operate, pursuant to applicable Requirements of Law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any ABL Guarantor against any Obligated Party or any security.

Section 2.05. Authorization. Each ABL Guarantor authorizes the Administrative Agent without notice or demand (except as may be required by applicable Requirements of Law and to the extent the relevant requirement cannot be waived), and without affecting or impairing its liability hereunder (except as set forth in Section 3.15), from time to time, subject to the terms of the referenced Loan Documents, to:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this ABL Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against any Borrower, any other Loan Party or others or otherwise act or refrain from acting;

(d) release or substitute any endorser, any guarantor, any Borrower, any other Loan Party and/or any other obligor;

(e) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Borrower to its creditors other than the Secured Parties;

(f) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of any Borrower to the Secured Parties regardless of what liability or liabilities of such Borrower remain unpaid;

(g) consent to or waive any breach of, or any act, omission or default under, this ABL Guaranty, the Credit Agreement, any other Loan Document, any Hedge Agreement with respect to any Secured Hedging Obligation or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify or supplement this ABL Guaranty, the Credit Agreement, any other Loan Document, any Hedge Agreement with respect to any Secured Hedging Obligation or any of such other instruments or agreements; and/or

(h) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the ABL Guarantors from their respective liabilities under this ABL Guaranty.

Section 2.06. Rights of Subrogation. No ABL Guarantor will assert, and each ABL Guarantor fully subordinates, any right, claim or cause of action, including a claim of subrogation, contribution or indemnification that it has against any Loan Party in respect of this ABL Guaranty until the occurrence of the Termination Date; provided that if any amount shall be paid to such ABL Guarantor on account of such subrogation rights at any time prior to the Termination Date, then unless such ABL Guarantor has already discharged its liabilities under this ABL Guaranty in an amount equal to such ABL Guarantor's Maximum Liability as of such date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Administrative Agent (for the benefit of the Secured Parties) to be credited and applied to the Guaranteed Obligations, whether matured or unmatured, in accordance with Section 2.18(b) of the Credit Agreement.

Section 2.07. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, each ABL Guarantor's obligations under this ABL Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of such Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other ABL Guarantors forthwith on demand by the Administrative Agent.

Section 2.08. Information. Each ABL Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each ABL Guarantor assumes and incurs under this ABL Guaranty, and agrees that none of the Administrative Agent, any Lender or any other Secured Party shall have any duty to advise any ABL Guarantor of information known to it regarding those circumstances or risks.

Section 2.09. Contribution; Subordination; Maximum Liability.

(a) In the event any ABL Guarantor (a "**Paying Guarantor**") makes any payment or payments under this ABL Guaranty or suffers any loss as a result of any realization upon any US Collateral granted by it to secure its obligations under this ABL Guaranty (each such payment or loss, an "**Accommodation Payment**"), each other ABL Guarantor (each a "**Non-Paying Guarantor**") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's Guarantor Percentage of such Accommodation Payments by such Paying Guarantor. For purposes of this Section 2.09, each Non-Paying Guarantor's "**Guarantor Percentage**" with respect to any such Accommodation Payments by a Paying Guarantor shall be determined as of the date on which such Accommodation Payment was made by reference to the ratio of (a) such Non-Paying Guarantor's Maximum Liability as of such date to (b) the aggregate Maximum Liability of all ABL Guarantors hereunder (including such Paying Guarantor) as of such date. As of any date of determination, the "**Maximum Liability**" of each ABL Guarantor shall be equal to the maximum amount of liability which could be asserted against such ABL Guarantor hereunder and under the Credit Agreement without (i) rendering such ABL Guarantor "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent

Transfer Act ("**UFTA**") or Section 2 of the Uniform Fraud Conveyance Act ("**UFCA**"), (ii) leaving such ABL Guarantor with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA, or (iii) leaving such ABL Guarantor unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA or Section 5 of the UFCA. Nothing in this provision shall affect any ABL Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such ABL Guarantor's Maximum Liability). Each of the ABL Guarantors covenants and agrees that its right to receive any contribution under this ABL Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the Secured Obligations until the Termination Date. If, prior to the Termination Date, any such contribution payments are received by a Paying Guarantor at any time when an Event of Default exists, such contribution payments shall be collected, enforced and received by such ABL Guarantor as trustee for the Secured Parties and be paid over to the Administrative Agent on account of the Secured Obligations, but without affecting or impairing in any manner the liability of such ABL Guarantor under the other provisions of this ABL Guaranty. This provision is for the benefit of the Administrative Agent, the Lenders and the other Secured Parties.

(b) It is the desire and intent of the ABL Guarantors and the Secured Parties that this ABL Guaranty shall be enforced against the ABL Guarantors to the fullest extent permissible under the Requirements of Law and public policies applied in each jurisdiction in which enforcement is sought. The provisions of this ABL Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, Federal or foreign bankruptcy, insolvency, reorganization or other Requirements of Law affecting the rights of creditors generally, if the obligations of any ABL Guarantor under this ABL Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such ABL Guarantor's liability under this ABL Guaranty, then, notwithstanding any other provision of this ABL Guaranty to the contrary, the amount of such liability shall, without any further action by the ABL Guarantors or the Secured Parties, be automatically limited and reduced to such ABL Guarantor's Maximum Liability. Each ABL Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each ABL Guarantor without impairing this ABL Guaranty or affecting the rights and remedies of the Administrative Agent hereunder; provided that nothing in this sentence shall be construed to increase any ABL Guarantor's obligations hereunder beyond its Maximum Liability.

Section 2.10. Representations and Warranties. As and when required in accordance with the terms of the Credit Agreement, each ABL Guarantor hereby makes each representation and warranty made in the Loan Documents by Holdings and the Borrowers with respect to such ABL Guarantor, as applicable, and each ABL Guarantor hereby further acknowledges and agrees with respect to itself that such ABL Guarantor has, independently and without reliance upon any Secured Party and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this ABL Guaranty and each other Loan Document to which it is or is to be a party, and such ABL Guarantor has established adequate means of obtaining from each other ABL Guarantor on a continuing basis information pertaining to the business, condition (financial or otherwise), operations, performance, properties and prospects of each other ABL Guarantor.

Section 2.11. Covenants. Each ABL Guarantor covenants and agrees that until the Termination Date, such ABL Guarantor will perform and observe, and cause each of its Restricted Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents that the Borrowers have agreed to cause such ABL Guarantor or such Restricted Subsidiary to perform or observe. Until the Termination Date, no ABL Guarantor shall, without the prior written consent of the Administrative Agent, commence or join with any other Person in commencing any

bankruptcy, reorganization or insolvency case or proceeding against any Borrower or any ABL Guarantor (it being understood and agreed, for the avoidance of doubt, that nothing in this Section 2.11 shall prohibit any ABL Guarantor from commencing or joining with any Borrower or ABL Guarantor as a co-debtor in any bankruptcy, reorganization or insolvency case or proceeding).

ARTICLE 3
GENERAL PROVISIONS

Section 3.01. Liability Cumulative. The liability of each ABL Guarantor under this ABL Guaranty is in addition to and shall be cumulative with all liabilities of such ABL Guarantor to the Administrative Agent and the Lenders under the Credit Agreement and the other Loan Documents to which such ABL Guarantor is a party or in respect of any obligations or liabilities of the other ABL Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 3.02. No Waiver; Amendments. No delay or omission of the Administrative Agent in exercising any right or remedy granted under this ABL Guaranty shall impair such right or remedy or be construed to be a waiver of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this ABL Guaranty whatsoever shall be valid unless in writing signed by the ABL Guarantors and the Administrative Agent with the concurrence or at the direction of the Lenders to the extent required under and otherwise in accordance with Section 9.02 of the Credit Agreement and then only to the extent specifically set forth in such writing.

Section 3.03. Severability of Provisions. To the extent permitted by applicable Requirements of Law, any provision of this ABL Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions of this ABL Guaranty; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 3.04. Additional Subsidiaries. Certain Persons may be required to enter into this ABL Guaranty as an ABL Guarantor pursuant to and in accordance the Credit Agreement, including in accordance with Section 5.12(a) thereof. Upon execution and delivery by the Administrative Agent and such Person of an instrument in substantially the form of Exhibit B hereto (each, a "**Guaranty Supplement**"), such Person shall become an ABL Guarantor hereunder with the same force and effect as if originally named as an ABL Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other ABL Guarantor hereunder. The rights and obligations of each ABL Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new ABL Guarantor as a party to this ABL Guaranty.

Section 3.05. Headings. The titles of and section headings in this ABL Guaranty are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this ABL Guaranty.

Section 3.06. Entire Agreement. This ABL Guaranty and the other Loan Documents constitute the entire agreement 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.

Section 3.07. CHOICE OF LAW. THIS ABL GUARANTY AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ABL GUARANTY, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.08. CONSENT TO JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ABL GUARANTY AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENTS BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ABL GUARANTY AND BROUGHT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(c) TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01 OF THE CREDIT AGREEMENT. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS ABL GUARANTY WILL AFFECT THE RIGHT OF ANY PARTY TO THIS ABL GUARANTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 3.09. 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 SUIT, ACTION, LEGAL

PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ABL GUARANTY, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 ABL GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 3.10. Indemnity. Each ABL Guarantor hereby agrees to indemnify the Administrative Agent and the other Indemnitees, as set forth in Section 9.03 of the Credit Agreement.

Section 3.11. Counterparts. This ABL Guaranty may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this ABL Guaranty by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this ABL Guaranty.

Section 3.12. [Reserved].

Section 3.13. Successors and Assigns. Whenever in this ABL Guaranty any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any ABL Guarantor or the Administrative Agent that are contained in this ABL Guaranty shall bind and inure to the benefit of their respective successors and permitted assigns. Except in a transaction permitted under the Credit Agreement, no ABL Guarantor may assign any of its rights or obligations hereunder without the written consent of the Administrative Agent.

Section 3.14. Survival of Agreement. Without limitation of any provision of the Credit Agreement or Section 3.10 hereof, all covenants, agreements, indemnities, representations and warranties made by the ABL Guarantors in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this ABL Guaranty or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such Lender or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Date, or with respect to any individual ABL Guarantor until such ABL Guarantor is otherwise released from its obligations under this ABL Guaranty in accordance with Section 3.15.

Section 3.15. Release of ABL Guarantors. An ABL Guarantor shall automatically be released from its obligations hereunder and its ABL Guaranty shall be automatically released in the circumstances described in the Credit Agreement, including Section 8.01 and Section 9.23 thereof. In connection with any such release, the Administrative Agent shall promptly execute and deliver to any ABL Guarantor, at such ABL Guarantor's expense, all documents that such ABL Guarantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 3.15 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent's authority to execute and deliver such documents).

Section 3.16. Payments. All payments made by any ABL Guarantor hereunder will be made without setoff, counterclaim or other defense and on the same basis as payments are made by the Borrowers under Sections 2.17 and 2.18 of the Credit Agreement.

Section 3.17. Notice, etc. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email, as follows:

(a) if to any ABL Guarantor, addressed to it in care of the US Borrower at its address specified in Section 9.01 of the Credit Agreement;

(b) if to the Administrative Agent or any Lender, at its address specified in Section 9.01 of the Credit Agreement;

(c) if to any Secured Party in respect of any Secured Hedging Obligations, at its address specified in the Hedge Agreement to which it is a party; or

(d) if to any Secured Party in respect of any Banking Services Obligations, at its address specified in the relevant documentation to which it is a party.

Section 3.18. Set Off. In addition to any rights now or hereafter granted under applicable Requirements of Law and not by way of limitation of any such rights, while an Event of Default exists, the Administrative Agent, each Lender, each Issuing Bank and each of their respective Affiliates shall be entitled to rights of setoff to the extent provided in Section 9.09 of the Credit Agreement.

Section 3.19. Waiver of Consequential Damages, Etc. To the extent permitted by applicable Requirements of Law, none of the ABL Guarantors nor the Secured Parties shall assert, and each hereby waives, any claim against each other or any Related Party thereof, 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 ABL Guaranty or any agreement or instrument contemplated hereby, except, in the case of any claim by any Indemnitee against any of the ABL Guarantors, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 3.10.

Section 3.20. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each Non-ECP Guarantor to honor all of its obligations under this ABL Guaranty in respect of Swap Obligations that would otherwise be Excluded Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 3.20 for the maximum amount of such liability that can be hereby incurred, and otherwise subject to the limitations on the obligations of ABL Guarantors contained in this ABL Guaranty, without rendering its obligations under this Section 3.20, or otherwise under this ABL Guaranty, voidable under applicable Requirements of Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 3.20 shall remain in full force and effect until the Termination Date. This Section 3.20 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Non-ECP Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each ABL Guarantor and the Administrative Agent have executed this ABL Guaranty as of the date first above written.

CPQ MIDCO I CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

PQ CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

COMMERCIAL RESEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY

By: _____
Name: Joseph S. Koscinski
Title: Vice President and Secretary

PQ INTERNATIONAL, INC.

By: _____
Name: Joseph S. Koscinski
Title: President and Secretary

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By: _____
Name: Joseph S. Koscinski
Title: Vice President, General Counsel and Secretary

POTTERS INDUSTRIES HOLDING, INC.

By: _____
Name: Joseph S. Koscinski
Title: Secretary

SAJB HOLDING COMPANY, LLC

By: _____
Name: Joseph S. Koscinski
Title: Treasurer, Chief Financial Officer and Vice President

POTTERS HOLDINGS II, L.P.

By: POTTERS HOLDINGS II GP, LLC, *its general partner*

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

CITIBANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A
SUBSIDIARY PARTIES

Eco Services Operations Corp.
Delpen Corporation
Commercial Research Associates, Inc.
PQ Asia Inc.
PQ Export Company
PQ International, Inc.
Philadelphia Quartz Company
PQ Systems Incorporated
Potters Holdings II, L.P.
Potters Industries Holding, Inc.
Potters Industries, LLC
SAJB Holding Company, LLC

EXHIBIT B
JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "**Agreement**"), dated as of [•] [•], 20[•], is entered into among [•], a [•] (the "**New Subsidiary**"), and CITIBANK, N.A., as administrative agent (in such capacity, the "**Administrative Agent**") pursuant to that certain ABL Guaranty, dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Guaranty**"), by and among CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), PQ Corporation, a Pennsylvania Corporation (the "**US Borrower**"), the Subsidiary Parties from time to time party thereto (Holdings, the US Borrower and the Subsidiary Parties, collectively, the "**ABL Guarantors**") and the Administrative Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the ABL Guaranty.

[Each] [The] New Subsidiary and the Administrative Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. [Each] [The] New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, [each] [the] New Subsidiary will be deemed to be an ABL Guarantor under the ABL Guaranty and an ABL Guarantor for all purposes of the Credit Agreement and shall have all of the rights, benefits, duties and obligations of an ABL Guarantor thereunder as if it had executed the ABL Guaranty. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the ABL Guaranty. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary hereby absolutely and unconditionally guarantees, jointly and severally with the other ABL Guarantors, to the Administrative Agent and the Secured Parties, the prompt payment and performance by each other ABL Guarantor of the Guaranteed Obligations in full when due (whether at stated maturity, upon acceleration or otherwise) to the extent of and in accordance with the ABL Guaranty.

2. [Each] [The] New Subsidiary hereby waives acceptance by the Administrative Agent and the Secured Parties of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

3. [Each] [The] New Subsidiary hereby (x) makes, as of the date hereof, each representation and warranty set forth inSection 2.10 of the ABL Guaranty and (y) agrees to perform and observe, and to cause each of its Restricted Subsidiaries to perform and observe, the covenants set forth in Section 2.11 of the ABL Guaranty.

4. From and after the execution and delivery hereof by the parties hereto, this Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, [each] [the] New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Secured Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name:
Title:

Acknowledged and accepted:

CITIBANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[FORM OF]
US SECURITY AGREEMENT

[CIRCULATED SEPARATELY]

ABL PLEDGE AND SECURITY AGREEMENT

THIS ABL PLEDGE AND SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Security Agreement**") is entered into as of May 4, 2016, by and among PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiary Parties from time to time party hereto (Holdings, the Subsidiary Parties and the US Borrower collectively, the "**Loan Parties**") and Citibank, N.A. ("**Citibank**"), in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the "**Agent**").

PRELIMINARY STATEMENT

Holdings, the US Borrower, the Canadian Borrowers, the European Borrowers (the US Borrower, the Canadian Borrowers and the European Borrowers, collectively, the "**Borrowers**"), the Agent, the Lenders (as defined below) and others are entering into that certain ABL Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). The Grantors are entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations, including their obligations under the Loan Guaranty, each Hedge Agreement the obligations under which constitute Secured Hedging Obligations and each agreement relating to Banking Services the obligations under which constitute Banking Services Obligations.

ACCORDINGLY, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Terms Defined in Credit Agreement.* All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction set forth in Section 1.03 of the Credit Agreement shall apply to this Security Agreement as if specifically incorporated herein, mutatis mutandis.

Section 1.02. *Terms Defined in UCC.* Terms defined in the UCC (as defined below) that are not otherwise defined in this Security Agreement or the Credit Agreement are used herein as defined in Articles 8 or 9 of the UCC, as the context may require (including without limitation, as if such terms were capitalized in Article 8 or 9 of the UCC, as the context may require, the following terms: "**Account**," "**Account Debtor**," "**Chattel Paper**," "**Commercial Tort Claim**," "**Commodities Account**," "**Deposit Accounts**," "**Document**," "**Electronic Chattel Paper**," "**Equipment**," "**Fixture**," "**General Intangible**," "**Goods**," "**Instruments**," "**Inventory**," "**Investment Property**," "**Letter-of-Credit Right**," "**Securities Account**," "**Securities Entitlement**," "**Security**," "**Supporting Obligation**," and "**Tangible Chattel Paper**").

Section 1.03. *Definitions of Certain Terms Used Herein.* As used in this Security Agreement, in addition to the terms defined in the preamble and the Preliminary Statement above, the following terms shall have the following meanings:

"**Agent**" has the meaning set forth in the preamble.

"**Article**" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"**Borrowers**" has the meaning set forth in the Preliminary Statement.

"**Citibank**" has the meaning set forth in the preamble.

"**Collateral**" has the meaning set forth in Article 2.

"**Contract Rights**" means all rights of any Grantor under any Contract, including, without limitation, (i) any and all rights to receive and demand payments under such Contract, (ii) any and all rights to receive and compel performance under such Contract and (iii) any and all other rights, interests and claims now existing or in the future arising in connection with such Contract.

"**Contracts**" means all contracts between any Grantor and one or more additional parties (including, without limitation, any Hedge Agreement, licensing agreement and any partnership agreement, joint venture agreement and/or limited liability company agreement).

"**Control**" has the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"**Copyrights**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to all Copyrights (as such term is defined in the Credit Agreement).

"**Credit Agreement**" has the meaning set forth in the Preliminary Statement.

"**Domain Names**" means all Internet domain names and associated URL addresses in or to which any Grantor now or hereafter has any right, title or interest.

"**Equity Rights**" means all dividends, cash, options, warrants, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Capital Stock constituting Collateral, any right to receive any Capital Stock constituting Collateral and any right to receive earnings, in which such Grantor now has or hereafter acquires any right, issued by an issuer of such Capital Stock.

"**Exhibit**" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"**Grantors**" means Holdings, the US Borrower and each of the Subsidiary Parties.

"**Holdings**" has the meaning specified in the preamble.

"**Intellectual Property Collateral**" means collectively, all Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, Licenses and Software.

"**Intellectual Property Security Agreement Supplements**" means (a) a Trademark Security Agreement Supplement, (b) a Patent Security Agreement Supplement or (c) a Copyright Security Agreement Supplement, in each case, substantially in the form of Exhibit A to the relevant Intellectual Property Security Agreement, as applicable.

"**Lenders**" means the "Lenders" under and as defined in the Credit Agreement.

"**Licenses**" means, with respect to any Grantor, whether licensor or licensee, all of such Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements with respect to (1) Patents, (2) Copyrights, (3) Trademarks, (4) Trade Secrets or (5) Software, (b) all income, royalties,

damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"**Loan Parties**" has the meaning set forth in the preamble.

"**Money**" has the meaning set forth in Article 1 of the UCC.

"**Patents**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to all Patents (as such term is defined in the Credit Agreement).

"**Permits**" shall mean, all licenses, permits, rights, orders, variances, franchises or authorizations of or from any Governmental Authority.

"**Pledged Collateral**" means all Pledged Equity and Equity Rights, including all stock certificates, options or rights of any nature whatsoever in respect of the Pledged Equity or other Equity Rights that may be issued or granted to, or held by, any Grantor while this Security Agreement is in effect, all Instruments, Securities and other Investment Property owned by any Grantor, whether or not physically delivered to the Agent pursuant to this Security Agreement, whether now owned or hereafter acquired by such Grantor and any and all Proceeds thereof, but in any case, excluding any items constituting Excluded Assets.

"**Pledged Equity**" means, with respect to any Grantor, the shares of Capital Stock described in Schedule 3 to the Perfection Certificate as held by such Grantor, together with any other shares of Capital Stock hereafter acquired by such Grantor, excluding any items constituting Excluded Assets.

"**Proceeds**" has the meaning assigned in Article 9 of the UCC and, in any event, shall also include but not be limited to (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Agent or any Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any and all Equity Rights and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"**Receivables**" means any Account, Chattel Paper, Document, Investment Property, Instrument and/or any General Intangible, in each case, that is a right or claim to receive money or that is otherwise included as Collateral, but in any case, excluding any item constituting an Excluded Asset.

"**Section**" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"**Security Agreement**" has the meaning set forth in the preamble.

"**Software**" means computer programs, source code, object code and supporting documentation including "software" as such term is defined in Article 9 of the UCC, as well as computer programs that may be construed as included in the definition of Goods.

"**Subsidiary Parties**" means (a) the Subsidiaries of the US Borrower party hereto on the Closing Date and (b) each Domestic Subsidiary that becomes a party to this Security Agreement after the date hereof in accordance with Section 7.10 hereof and Section 5.12 of the Credit Agreement.

"**Trade Secrets**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to the following: (a) confidential and proprietary information, including unpatented inventions, invention disclosures, engineering or other data, information, production procedures, know-how, financial data, customer lists, supplier lists, business and marketing plans, processes, schematics, algorithms, techniques, analyses, proposals, source code, and data collections; (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements or misappropriations thereof; (c) all rights to sue for past, present and future infringements or misappropriations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (d) all rights corresponding to any of the foregoing.

"**Trademarks**" means, with respect to any Grantor, all of such Grantor's right, title and interest in and to all Trademarks (as such term is defined in the Credit Agreement).

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York or such other jurisdiction as the context may require.

"**US Borrower**" has the meaning set forth in the preamble.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE 2
GRANT OF SECURITY INTEREST

Section 2.01. *Grant of Security Interest.* (a) As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which are collectively referred to as the "**Collateral**"), including:

(i) all Accounts;

(ii) all Chattel Paper (including, without limitation, all Tangible Chattel Paper and all Electronic Chattel Paper);

(iii) all Intellectual Property Collateral;

(iv) all Documents;

(v) all Equipment;

(vi) all Fixtures;

(vii) all General Intangibles;

(viii) all Goods;

(ix) all Instruments;

(x) all Inventory;

(xi) all Investment Property, Pledged Equity and other Pledged Collateral;

(xii) all Money, cash and cash equivalents;

(xiii) all letters of credit and Letter-of-Credit Rights;

(xiv) all Deposit Accounts, Securities Accounts, Commodities Accounts and all other demand, deposit, time, savings, cash management, passbook and similar accounts maintained by such Grantor with any bank or other financial institution and all monies, securities, Instruments and other investments deposited or required to be deposited in any of the foregoing;

(xv) all Securities Entitlements in any or all of the foregoing;

(xvi) all Commercial Tort Claims described on Schedule 6 to the Perfection Certificate (including any supplements to such schedule);

(xvii) all Permits;

(xviii) all Software and all recorded data of any kind or nature, regardless of the medium of recording;

(xix) all Contracts, together with all Contract Rights arising thereunder;

(xx) all other personal property not otherwise described in clauses (i) through (xix) above;

(xxi) all Supporting Obligations; and

(xxii) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and Guarantees given by any Person with respect to any of the foregoing.

(b) Notwithstanding the foregoing, the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect. For the avoidance of doubt, "Excluded Assets" shall not include any proceeds, products, substitutions or replacements of Excluded Assets (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Assets).

(c) For the avoidance of doubt, it is understood, agreed and intended by the parties hereto that, notwithstanding anything to the contrary herein or in any other Loan Document, (i) under no circumstance shall the Agent, any Lender or any Participant have recourse to more than 65% of the voting Capital Stock of any CFC and (ii) under no circumstance shall any CFC or any direct or indirect subsidiary of a CFC be a Guarantor under the Credit Agreement or under any

Loan Document or in any other way be required to comply with the requirements set forth in clause (a) of the definition of "Collateral and Guarantee Requirement" in the Credit Agreement; provided, that this clause (ii) shall not apply to any direct or indirect subsidiary of Potters LP or Potters GP that is a Guarantor as of the date hereof to the extent this clause would otherwise apply solely by reason of Potters LP or Potters GP becoming a CFC after the date hereof.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

The Grantors, jointly and severally, represent and warrant to the Agent as and when required under the Credit Agreement, for the benefit of the Secured Parties, that:

Section 3.01. *Title, Perfection and Priority; Filing Collateral.* Subject to the Legal Reservations, this Security Agreement is effective to create a legal, valid and enforceable Lien on and security interest in the Collateral in favor of the Agent for the ratable benefit of the Secured Parties and, subject to satisfaction of the Perfection Requirements, the Agent will have a fully perfected first priority Lien (subject to Permitted Liens) on such Collateral.

Section 3.02. *Names, Type and Jurisdiction of Organization, Organizational and Identification Numbers.*

(a)(i) As of the Closing Date, the exact legal name of each Grantor, as such name appears in its respective Organizational Documents filed with the Secretary of State of such Grantor's jurisdiction of organization, is set forth in Schedule 1(a) to the Perfection Certificate and (ii) as of the Closing Date, each Grantor is the type of entity disclosed next to its name in Schedule 1(a) to the Perfection Certificate. Also, as of the Closing Date, set forth in Schedule 1(a) to the Perfection Certificate is the organizational identification number, if any, of each Grantor, the Federal Taxpayer Identification Number of each Grantor and the jurisdiction of organization of each Grantor.

(b) Except as otherwise disclosed in Schedule 1(c) to the Perfection Certificate, as of the Closing Date, set forth in Schedule 1(b) to the Perfection Certificate is any other legal name that any Grantor has had in the past five years, together with the date of the relevant change.

(c) As of the Closing Date, set forth in Schedule 1(c) to the Perfection Certificate is a list of the information required by Section 1(a) of the Perfection Certificate for any other Person (i) to which any Grantor became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Grantor, at any time within the four months preceding the Closing Date.

(d) As of the Closing Date, except as set forth in Schedule 1(d) to the Perfection Certificate or as otherwise disclosed in Schedule 1(c) to the Perfection Certificate, no Grantor has changed its jurisdiction of organization or form of entity at any time during the past four months.

Section 3.03. *Locations*. The address of each Grantor's chief executive office as of the Closing Date is accurately disclosed on Schedule 2 to the Perfection Certificate.

Section 3.04. *Intellectual Property.*

(a) As of the Closing Date, attached as Schedule 5(a) to the Perfection Certificate is a true, correct and complete schedule setting forth all of each Grantor's United States Patents issued by (and applied for in), and United States Trademarks registered with (and applied for in), the United States Patent and Trademark Office (excluding, for the avoidance of doubt, any Patent or Trademark that has expired or been abandoned in the same manner as permitted in the Credit Agreement, but including United States Trademarks that would constitute Collateral upon the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto), including the name of the owner and patent number, the registration number (or, if applicable, the applicant and the application number) of each such United States Patent and United States Trademark.

(b) As of the Closing Date, attached as Schedule 5(b) to the Perfection Certificate is a schedule setting forth all of each Grantor's United States Copyrights registered with (or for which registration has been applied for in) the United States Copyright Office (excluding, for the avoidance of doubt, any Copyright that has expired or been abandoned in the same manner as permitted in the Credit Agreement), including the name of the owner and the registration number (or, if applicable, the applicant and the application number) of each such United States Copyright.

(c) Upon filing of appropriate financing statements with the Secretary of State (or equivalent office) of the state of organization of such Grantor and the filing of the applicable Intellectual Property Security Agreement with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, the Agent shall have a fully perfected first priority Lien (subject to Permitted Liens) on the Collateral constituting United States issued or registered Patents, Trademarks and Copyrights (and applications therefor) under the UCC and the laws of the United States for the ratable benefit of the Secured Parties, and such perfected security interests shall be enforceable as such as against any and all creditors of and purchasers from the Grantors, subject to the Legal Reservations.

(d) No Grantor is aware of (i) any third-party claim (A) that any of its owned Patent, Trademark or Copyright registrations or applications is invalid or unenforceable, or (B) challenging such Grantor's rights to such registrations and applications or (ii) any basis for such claims, other than, in each case, to the extent any such third-party claims would not reasonably be expected to have a Material Adverse Effect.

Section 3.05. *Pledged Collateral; Instruments and Chattel Paper*.

(a) As of the Closing Date, attached as Schedule 3 to the Perfection Certificate is a true and correct list of all of the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests owned by any Grantor constituting Pledged Equity, the beneficial owner of such stock, partnership interests, membership interests or other equity interests and the percentage of the total issued and outstanding stock, partnership interests, membership interests or other equity interests of the relevant issuer represented thereby.

(b) As of the Closing Date, attached as Schedule 4 to the Perfection Certificate is a true and correct list of all Instruments (other than checks to be deposited in the ordinary course of business) and Tangible Chattel Paper, in each case having a face amount exceeding $15,000,000, held by any Grantor as of the date of the Perfection Certificate, including the names of the obligors, amounts owing and due dates.

(c) (i) All Pledged Equity has been duly authorized and validly issued (to the extent such concepts are relevant with respect to such Pledged Collateral) by the issuer thereof and is fully paid and non-assessable, (ii) each Grantor is the direct owner, beneficially and of record, of the Pledged Equity described in Schedule 3 to the Perfection Certificate as held by such Grantor,

(iii) each Grantor holds the Pledged Equity described in Schedule 3 to the Perfection Certificate as held by such Grantor free and clear of all Liens (other than Permitted Liens), (iv) with respect to any certificates delivered to the Agent (or its bailee) representing Capital Stock, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the relevant Grantor has so informed the Agent and taken the necessary steps so that the Agent may perfect its security interest therein as a General Intangible and (v) as of the Closing Date, all certificates or instruments representing or evidencing the Pledged Collateral which are required to be delivered pursuant to Section 4.02 hereof have been delivered to the Agent in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank and that the Agent has a perfected first priority (subject to Permitted Liens) security interest therein.

Section 3.06. *Commercial Tort Claims.* As of the Closing Date, attached asSchedule 6 to the Perfection Certificate is a true and correct list of all Commercial Tort Claims with an individual value (as reasonably estimated by the US Borrower) in excess of $15,000,000, held by any Grantor, including a brief description thereof.

Section 3.07. *Recourse.* This Security Agreement is made with full recourse to each Grantor and pursuant to and upon all the warranties, representations, covenants and agreements on the part of such Grantor contained herein, in the Loan Documents and otherwise in writing in connection herewith and therewith.

ARTICLE 4
COVENANTS

From the date hereof, and thereafter until the Termination Date:

Section 4.01. *General*.

(a) *Authorization to File Financing Statements; Ratification.* Each Grantor hereby authorizes the Agent to file (A) all financing statements (including amendments and continuations thereto) with respect to the Collateral naming such Grantor as debtor and the Agent as secured party, in form appropriate for filing under the UCC of the relevant jurisdiction, (B) filings with the United States Patent and Trademark Office and the United States Copyright Office (including any Intellectual Property Security Agreement) for the purpose of perfecting, enforcing, maintaining or protecting the Lien of the Agent in United States issued, registered or applied for Patents, Trademarks and Copyrights and naming such Grantor as debtor and the Agent as secured party and (C) other documents and, subject to the terms of the Loan Documents, to take such other actions as may from time to time be reasonably requested by the Agent in order to establish and maintain a valid, enforceable (subject to the Legal Reservations) and perfected first priority (subject to Permitted Liens) security interest in and subject, in the case of Pledged Collateral, Deposit Accounts and Securities Accounts to Section 4.02 hereof, Control of, the Collateral. Each Grantor shall pay any applicable filing fees, recordation fees and related expenses relating to its Collateral in accordance with Section 9.03(a) of the Credit Agreement. Any financing statement filed by the Agent may be filed in any filing office in any applicable UCC jurisdiction and may (i) indicate the Collateral (A) as all assets of the applicable Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (B) by any other description which reasonably approximates the description contained in this Security Agreement and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) in each case to the extent

applicable, whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of the relevant real property to which the Collateral relates. Each Grantor agrees to furnish any such information to the Agent promptly upon request.

(b) *Further Assurances.* Each Grantor agrees, at its own expense, to take any and all actions reasonably necessary to defend title to the Collateral against all Persons (other than Persons holding Permitted Liens on such Collateral that have priority over the Agent's Lien) and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien that is not a Permitted Lien.

(c) *Change of Name, Etc.* Following delivery of any notice required by Section 5.01(i) of the Credit Agreement, the relevant Grantor shall promptly prepare (and authorize the Agent to make) all filings required under the UCC or other applicable Requirements of Law and take all other actions reasonably requested by the Agent and deemed by the Agent to be necessary or reasonable and appropriate to ensure that the Agent shall continue at all times following such change to have a valid, legal, enforceable (subject to the Legal Reservations) and perfected first priority Lien in such Collateral (subject to Permitted Liens) for its benefit and the benefit of the other Secured Parties.

Section 4.02. *Pledged Collateral.*

(a) *Delivery of Certificated Securities, Tangible Chattel Paper, Instruments and Documents; Deposit Accounts and Securities Accounts* Each Grantor will (i) on the Closing Date, deliver to the Agent for the benefit of the Secured Parties, the originals of all (x) certificated Securities and (y) Tangible Chattel Paper and Instruments, in each case under this clause (y), having a face amount in excess of $15,000,000, in each case underclauses (x) and (y), constituting Collateral owned by such Grantor as of the Closing Date, accompanied by undated instruments of transfer or assignment duly executed in blank, (ii) after the Closing Date, hold in trust for the Agent upon receipt and (x) if the event giving rise to the obligation under this Section 4.02(a) occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) of the Credit Agreement for the Fiscal Quarter in which the relevant event occurred or (y) if the event giving rise to the obligation under this Section 4.02(a) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in each of the cases of clauses (x) and (y), such longer period as the Agent may reasonably agree), deliver to the Agent for the benefit of the Secured Parties any (1) certificated Securities representing or evidencing Pledged Collateral and (2) Tangible Chattel Paper and Instruments (A) in each case under this clause (2), having an outstanding balance in excess of $15,000,000 and (B) in each case under clauses (1) and (2), constituting Collateral received after the date hereof, accompanied by undated instruments of transfer or assignment duly executed in blank, (iii) upon the occurrence and during the continuance of an Event of Default and upon the Agent's request, deliver to the Agent, and thereafter hold in trust for the Agent upon receipt and promptly deliver to the Agent any other Chattel Paper, Instrument or Document evidencing or constituting Collateral and (iv) in the case of Deposit Accounts and Securities Accounts (other than Excluded Accounts), take any actions necessary to enable the Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto to the extent required hereunder, including without limitation, executing and delivering and causing the relevant depositary bank or securities intermediary to execute and deliver a control agreement in form and substance reasonably satisfactory to the Agent to the extent required pursuant to Section 5.16 of the Credit Agreement; provided that, notwithstanding anything to the contrary contained herein, no Grantor will be required to deliver to the Agent the original of any Instrument executed in connection with a NMTC Transaction.

(b) *Uncertificated Securities and Pledged Collateral.* With respect to any partnership interest or limited liability company interest owned by any Grantor required to be pledged to the Agent pursuant to the terms hereof (other than a partnership interest or limited liability company interest held by a Clearing Corporation, Securities Intermediary or other financial intermediary of any kind) which is not represented by a certificate and which is not a Security for purposes of the UCC, such Grantor shall not permit any issuer of such partnership interest or limited liability company interest to (i) enter into any agreement with any Person, other than the Agent or any holder of a Permitted Lien, whereby such issuer effectively delivers "control" of such partnership interests or limited liability company interests (as applicable) under the UCC to such Person, or (ii) allow such partnership interests or limited liability company interests (as applicable) to become Securities unless such Grantor complies with the procedures set forth in Section 4.02(a) within the time period prescribed therein. Each Grantor which is an issuer of any uncertificated Pledged Collateral hereby agrees to comply with all instructions from the Agent without such Grantor's further consent, in each case subject to the notice requirements set forth in Section 5.01(a)(iv) hereof.

(c) *Registration in Nominee Name; Denominations.* The Agent, on behalf of the Secured Parties, shall hold certificated Pledged Collateral required to be delivered to the Agent under clause (a) above in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Agent, but at any time when an Event of Default exists and upon one Business Day notice to the US Borrower, the Agent shall have the right (in its sole and absolute discretion) to hold the Pledged Collateral in its own name as pledgee, or in the name of its nominee (as pledgee or as sub-agent). At any time when an Event of Default exists, the Agent shall have the right to exchange the certificates representing Pledged Collateral for certificates of smaller or larger denominations for any purpose consistent with this Security Agreement.

(d) *Exercise of Rights in Pledged Collateral.* It is agreed that,

(i) without in any way limiting the foregoing and subject to clause (ii) below, each Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral for any purpose that does not violate this Security Agreement, the Credit Agreement or any other Loan Document;

(ii) each Grantor will permit the Agent or its nominee at any time at any time when an Event of Default exists to exercise the rights and remedies provided under Section 5.01(a)(iv) (subject to the notice requirements set forth therein); and

(iii) subject to Section 5.01(a)(iv), each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral; *provided* that any non-cash dividends or other distributions that would constitute Pledged Collateral, whether resulting from a subdivision, combination or reclassification of the outstanding Capital Stock of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall, to the extent constituting Collateral, be and become part of the Pledged Collateral, and, if received by any Grantor, shall be delivered to the Agent as and to the extent required by clause (a) above. So long as no Event of Default then exists, the Agent shall promptly

deliver to the applicable Grantor (without recourse and without any representation or warranty) any Pledged Collateral in its possession if requested to be delivered to the issuer thereof in connection with any redemption or exchange of such Pledged Collateral permitted by the Credit Agreement in accordance with Section 8.01 of the Credit Agreement.

Section 4.03. *Intellectual Property.* (a) At any time when an Event of Default exists and upon the written request of the Agent, each Grantor will (i) use its commercially reasonable efforts to obtain all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any License held by such Grantor in the U.S. to enable the Agent to enforce the security interests granted hereunder and (ii) to the extent required pursuant to any material License in the U.S. under which such Grantor is the licensee, deliver to the licensor thereunder any notice of the grant of security interest hereunder or such other notices required to be delivered thereunder in order to permit the security interest created or permitted to be created hereunder pursuant to the terms of such License.

(b) Each Grantor shall notify the Agent promptly if it knows or reasonably expects that any application for or registration of any Patent, Trademark, Domain Name, or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) abandoning such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, except, in each case, for Dispositions permitted under the Credit Agreement or where such occurrences individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(c) After the Closing Date, in the event that any Grantor (i) files an application for the registration or issuance of any Patent, Trademark or Copyright with the United States Patent and Trademark Office or the United States Copyright Office, (ii) acquires any such application, registration or issuance by purchase or assignment, or (iii) files a "Statement of Use" or an "Amendment to Allege Use" with respect to any intent-to-use trademark or service mark application owned by such Grantor, in each case that is not then subject to an Intellectual Property Security Agreement or Intellectual Property Security Agreement Supplement or, with respect to clause (ii), other than as a result of an application that is then subject to an Intellectual Property Security Agreement or Intellectual Property Security Agreement supplement becoming registered, it shall, (i) if the event giving rise to the obligation under this Section 4.03(c) occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) of the Credit Agreement for the Fiscal Quarter in which the relevant event occurred or (ii) if the event giving rise to the obligation under this Section 4.03(c) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in the case of each of clauses (i) and (ii), such longer period as the Agent may reasonably agree), execute and deliver to the Agent, at such Grantor's sole cost and expense, any Intellectual Property Security Agreement or Intellectual Property Security Agreement Supplement, as applicable, or any other instrument as the Agent may reasonably request required to evidence the Agent's security interest in such registered Patent, Trademark or Copyright (or application therefor), and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Each Grantor shall take all actions necessary or reasonably requested by the Agent to maintain and pursue each application and to obtain and maintain the registration of each Patent, Trademark, Domain Name and Copyright that constitutes Collateral (now or hereafter

existing), including by filing applications for renewal, affidavits of use, affidavits of noncontestability and, if consistent with good business judgment, by initiating opposition and interference and cancellation proceedings against third parties, maintain and protect the secrecy or confidentiality of its Trade Secrets and otherwise protect and preserve such Grantor's rights in, and the validity or enforceability of, its Intellectual Property Collateral, in each case except where failure to do so (i) could not reasonably be expected to result in a Material Adverse Effect, or (ii) is otherwise permitted under the Credit Agreement.

(e) Each Grantor shall promptly notify the Agent of any material infringement or misappropriation of such Grantor's Patents, Trademarks, Copyrights or Trade Secrets of which it becomes aware and shall take such actions as are reasonable and appropriate under the circumstances to protect such Patent, Trademark, Copyright or Trade Secret, except where such infringement, misappropriation or dilution could not reasonably be expected to cause a Material Adverse Effect.

Section 4.04. *Commercial Tort Claims.* After the Closing Date, (i) if the event giving rise to the obligation under thisSection 4.04 occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) of the Credit Agreement for the Fiscal Quarter in which the relevant event occurred or (ii) if the event giving rise to the obligation under this Section 4.04 occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in each of the cases of clauses (i) and (ii), such longer period as the Agent may reasonably agree), each relevant Grantor shall notify the Agent of any Commercial Tort Claim with an individual value (as reasonably estimated by the US Borrower) in excess of $15,000,000 acquired by it, together with an update to Schedule 6 to the Perfection Certificate describing the details thereof, and such Commercial Tort Claim (and the Proceeds thereof) shall automatically constitute Collateral, all upon the terms of this Security Agreement.

Section 4.05. *Insurance*. Except to the extent otherwise permitted to be retained by any Grantor or applied by any Grantor pursuant to the terms of the Loan Documents, the Agent shall, at the time any proceeds of any insurance are distributed to the Secured Parties, apply such proceeds in accordance with Section 5.04 hereof. Each Grantor assumes all liability and responsibility in connection with the Collateral acquired by it, and the liability of such Grantor to pay the Secured Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Grantor.

Section 4.06. *Grantors Remain Liable Under Contracts.* Each Grantor (rather than the Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under any Contract relating to the Collateral, all in accordance with the terms and conditions thereof. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Security Agreement or the receipt by the Agent or any other Secured Party of any payment relating to such Contract pursuant hereto, nor shall the Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or sufficiency of any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

Section 4.07. *Grantors Remain Liable Under Accounts.* Notwithstanding anything herein to the contrary, the Grantors shall remain liable under each of the Accounts to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to such Accounts. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or

arising out of this Security Agreement or the receipt by the Agent or any other Secured Party of any payment relating to such Account pursuant hereto, nor shall the Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by them or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

ARTICLE 5
REMEDIES

Section 5.01. *Remedies*. (a) Each Grantor agrees that, at any time when an Event of Default exists, the Agent may exercise any or all of the following rights and remedies (in addition to the rights and remedies existing under applicable Requirements of Law or in equity):

(i) the rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document;*provided* that this Section 5.01(a) shall not limit any rights available to the Agent prior to an Event of Default;

(ii) the rights and remedies available to a secured party under the UCC of each relevant jurisdiction (whether or not the UCC applies to the affected Collateral) or under any other applicable Requirements of Law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' Lien) when a debtor is in default under a security agreement;

(iii) without notice (except as required by law), demand or advertisement of any kind to any Grantor or any other Person, personally, or by agents or attorneys, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at one or more public or private sales (which sales may be adjourned or continued from time to time with or without notice and may take place at such Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Agent may deem commercially reasonable;

(iv) upon one Business Day written notice to any Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Agent was the outright owner thereof; and

(v) to take possession of the Collateral or any part thereof, by directing such Grantor in writing to deliver the same to the Agent at any reasonable place or places designated by the Agent, in which event such Grantor shall at its own expense:

(1) forthwith cause the same to be moved to the place or places so designated by the Agent and there delivered to the Agent;

(2) store and keep any Collateral so delivered to the Agent at such place or places pending further action by the Agent; and

(3) while the Collateral shall be so stored and kept, provide such security and maintenance services as shall be reasonably necessary to protect the same and to preserve and maintain it in good condition.

(b) Each Grantor acknowledges and agrees that compliance by the Agent, on behalf of the Secured Parties, with any applicable state or federal law requirements in connection with a disposition of the Collateral will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Agent shall have the right in any public sale and, to the extent permitted by law, in any private sale, to purchase for the benefit of the Agent and the Secured Parties, all or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption each Grantor hereby expressly releases.

(d) Until the Agent is able to effect a sale, lease, transfer or other disposition of any particular Collateral under this Section 5.01, the Agent shall have the right to hold or use such Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving such Collateral or the value of such Collateral, or for any other purpose deemed reasonably appropriate by the Agent. At any time when an Event of Default exists, the Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Agent's remedies (for the benefit of the Agent and Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Notwithstanding the foregoing, the Agent shall not be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, the Grantors, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect Guarantee thereof, (ii) marshal the Collateral or any Guarantee of the Secured Obligations or to resort to the Collateral or any such Guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(f) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that no such private sale shall be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of any Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if any Grantor and the issuer would agree to do so.

Section 5.02. *Grantors' Obligations Upon Default.* Upon the request of the Agent at any time when an Event of Default exists, each Grantor will:

(a) at its own cost and expense (i) assemble and make available to the Agent, the Collateral and all books and records relating thereto at any place or places reasonably specified by the Agent, whether at such Grantor's premises or elsewhere, (ii) deliver all tangible evidence

of its Accounts and Contract Rights (including, without limitation, all documents evidencing the Accounts and all Contracts) and such books and records to the Agent or to its representatives (copies of which evidence and books and records may be retained by such Grantor) and (iii) if the Agent so directs and in a form and in a manner reasonably satisfactory to the Agent, legend the Accounts and the Contracts, as well as books, records and documents (if any) of such Grantor evidencing or pertaining to such Accounts and Contracts with an appropriate reference to the fact that such Accounts and Contracts have been assigned to the Agent and that the Agent has a security interest therein; and

(b) permit the Agent and/or its representatives and/or agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay any Grantor for such use and occupancy.

Section 5.03. *Intellectual Property Remedies*. (a) For the purpose of enabling the Agent to exercise the rights and remedies under this Article 5 at any time when an Event of Default exists and at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent a power of attorney to sign any document which may be required by the United States Patent and Trademark Office, the United States Copyright Office or similar registrar or domain name registrar in order to effect an absolute assignment of all right, title and interest in each registered Patent, Trademark, Domain Name and Copyright and each application for any such registration, and record the same. At any time when an Event of Default exists, the Agent may (i) declare the entire right, title and interest of such Grantor in and to each item of Intellectual Property Collateral to be vested in the Agent for the benefit of the Secured Parties, in which event such right, title and interest shall immediately vest in the Agent for the benefit of the Secured Parties, and the Agent shall be entitled to exercise the power of attorney referred to in this Section 5.03 to execute, cause to be acknowledged and notarized and record such absolute assignment with the applicable agency or registrar; (ii) sell any Grantor's Inventory directly to any Person, including without limitation Persons who have previously purchased any Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Security Agreement and subject to any restrictions contained in applicable third party licenses entered into by such Grantor, sell Inventory which bears any Trademark owned by or licensed to any Grantor and any Inventory that is covered by any Intellectual Property Collateral owned by or licensed to any Grantor, and the Agent may finish any work in process and affix any relevant Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein; (iii) direct such Grantor to refrain, in which event such Grantor shall refrain, from using any Intellectual Property Collateral in any manner whatsoever, directly or indirectly; and (iv) assign or sell any Intellectual Property Collateral, as well as the goodwill of such Grantor's business symbolized by any such Trademark and the right to carry on the business and use the assets of such Grantor in connection with which any such Trademark or Domain Name has been used.

(b) For the purpose of enabling the Agent to exercise the rights and remedies under this Article 5 at any time when an Event of Default exists and is continuing and at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent, to the extent it has the right to do so, an irrevocable (until the Termination Date), nonexclusive, royalty-free, world-wide license to use, license or sublicense any Intellectual Property Collateral now owned or licensed, or hereafter acquired or licensed by such Grantor, wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and (to the extent not prohibited by any applicable license) to all computer software and programs used for compilation or printout

thereof. The use of the license granted to the Agent pursuant to the preceding sentence may be exercised, at the option of the Agent, only when an Event of Default exists; provided that, any license, sublicense or other transaction entered into by the Agent in accordance with thisclause (b) shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default.

Section 5.04. *Application of Proceeds*. (a) The Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral, as well as any Collateral consisting of Cash, as set forth in Section 2.18(b) of the Credit Agreement.

(b) Except as otherwise provided herein or in any other Loan Document, the Agent shall have absolute discretion as to the time of application of any such proceeds, money or balance in accordance with this Security Agreement. Upon any sale of Collateral by the Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), a receipt by the Agent or of the officer making the sale of such proceeds, moneys or balances shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or such officer or be answerable in any way for the misapplication thereof. It is understood that the Grantors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

ARTICLE 6
ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

Section 6.01. *Account Verification*. The Agent may at any time and from time to time when an Event of Default exists, in the Agent's own name, in the name of a nominee of the Agent, or in the name of any Grantor, communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of such Grantor, parties to Contracts with such Grantor and obligors in respect of Instruments of such Grantor to verify with such Persons, to the Agent's reasonable satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Contracts, Instruments, Chattel Paper, payment intangibles and/or other Receivables that constitute Collateral.

Section 6.02. *Receivables*. The Agent hereby authorizes each Grantor to collect such Grantor's Receivables and each Grantor hereby agrees to continue to collect all amounts due or to become due to such Grantor under the Receivables and any Supporting Obligation in respect thereof and diligently exercise each material right it may have under any Receivable and any such Supporting Obligation, in each case, at its own expense consistent with its reasonable business judgment; provided, however, that the Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall forthwith (and, in any event, within two (2) Business Days) be deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Agent, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

Section 6.03. *Authorization for the Agent to Take Certain Action*. (a) Each Grantor hereby irrevocably authorizes the Agent and appoints the Agent (and all officers, employees or agents designated by the Agent) as its true and lawful attorney in fact (i) at any time and from time to time in its sole discretion (A) to execute (to the extent necessary under the law of the applicable jurisdiction) on behalf of

such Grantor as debtor and to file financing statements necessary or desirable in the Agent's reasonable discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (B) to file a carbon, photographic or other reproduction of this Security Agreement as a financing statement and to file any amendment of a financing statement with respect to the Collateral (which would not add new collateral or add a debtor, except as otherwise provided for herein or in any other Loan Document) in such offices as the Agent in its reasonable discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, and (C) to contact and enter into one or more agreements with the issuers of uncertificated securities that constitute Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Agent Control over such Pledged Collateral in accordance with the terms hereof; (ii) at any time when an Event of Default exists in the sole discretion of the Agent (in the name of such Grantor or otherwise), (A) to endorse and collect any cash proceeds of the Collateral and to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided herein or in the Credit Agreement or any other Loan Document, (B) to demand payment or enforce payment of any Receivable in the name of the Agent or such Grantor and to endorse any check, draft and/or any other instrument for the payment of money relating to any such Receivable, (C) to sign such Grantor's name on any invoice or bill of lading relating to any Receivable, any draft against any Account Debtor of such Grantor, and/or any assignment and/or verification of any Receivable, (D) to exercise all of any Grantor's rights and remedies with respect to the collection of any Receivable and any other Collateral, (E) to settle, adjust, compromise, extend or renew any Receivable, (F) to settle, adjust or compromise any legal proceedings brought to collect any Receivable, (G) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (H) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any Receivable, (I) to change the address for delivery of mail addressed to such Grantor to such address as the Agent may designate and to receive, open and dispose of all mail addressed to such Grantor (provided copies of such mail are provided to such Grantor), (J) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for Permitted Liens), (K) to make, settle and adjust claims in respect of Collateral under policies of insurance and endorse the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance, (L) to make all determinations and decisions with respect thereto and (M) to obtain or maintain the policies of insurance of the types referred to in Section 5.05 of the Credit Agreement or to pay any premium in whole or in part relating thereto; and (iii) to do all other acts and things or institute any proceedings which the Agent may reasonably deem to be necessary or advisable (pursuant to this Security Agreement and the other Loan Documents and in accordance with applicable law) to carry out the terms of this Security Agreement and to protect the interests of the Secured Parties; and, when and to the extent required pursuant to Section 9.03(a) of the Credit Agreement, such Grantor agrees to reimburse the Agent for any payment made in connection with this paragraph or any expense (including attorneys' fees, court costs and expenses) and other charges related thereto incurred by the Agent in connection with any of the foregoing (it being understood that any such sums shall constitute additional Secured Obligations); *provided* that, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of such attorney or designee are hereby ratified and approved by each Grantor. The powers conferred on the Agent, for the benefit of the Agent and Secured Parties, under this Section 6.02 are solely to protect the Agent's interests in the Collateral and shall not impose any duty upon the Agent or any Secured Party to exercise any such powers.

Section 6.04. *PROXY.* EACH GRANTOR HEREBY IRREVOCABLY (UNTIL THE TERMINATION DATE) CONSTITUTES AND APPOINTS THE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.02 ABOVE) WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL,

WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), IN EACH CASE ONLY WHEN AN EVENT OF DEFAULT EXISTS AND UPON ONE BUSINESS DAY PRIOR WRITTEN NOTICE TO THE US BORROWER.

Section 6.05. *NATURE OF APPOINTMENT; LIMITATION OF DUTY.* THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE 6 IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 7.12. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE AGENT, NOR ANY SECURED PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT TO THE EXTENT SUCH DAMAGES ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PERSON AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL AND NON-APPEALABLE DECISION SUBJECT TO SECTION 7.19 HEREOF; *PROVIDED*, THAT THE FOREGOING EXCEPTION SHALL NOT BE CONSTRUED TO OBLIGATE THE AGENT TO TAKE OR REFRAIN FROM TAKING ANY ACTION WITH RESPECT TO THE COLLATERAL.

ARTICLE 7
GENERAL PROVISIONS

Section 7.01. *Waivers*. To the maximum extent permitted by applicable Requirements of Law, each Grantor hereby waives notice of the time and place of any judicial hearing in connection with the Agent's taking possession of the Collateral or of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made, including without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies. To the extent such notice may not be waived under applicable Requirements of Law, any notice made shall be deemed reasonable if sent to any Grantor, addressed as set forth in Article 8, at least 10 days prior to (a) the date of any such public sale or (b) the time after which any such private Disposition may be made. To the maximum extent permitted by applicable Requirements of Law, each Grantor waives all claims, damages and demands against the Agent arising out of the repossession, retention or sale of the Collateral, except those arising out of the gross negligence or willful misconduct of the Agent as determined by a court of competent jurisdiction in a final and non-appealable judgment. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent, any valuation, stay (other than an automatic stay under any applicable Debtor Relief Law), appraisal, extension, moratorium, redemption or similar law and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest, any notice (to the maximum extent permitted by applicable Requirements of Law) of any kind or all other requirements as to the time, place and terms of sale in connection with this Security Agreement or any Collateral.

Section 7.02. *Limitation on the Agent's and Secured Party's Duty with Respect to the Collateral* The Agent shall not have any obligation to clean or otherwise prepare the Collateral for sale. The Agent shall use reasonable care with respect to the Collateral in its possession; provided that the Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to which it accords its own property. Neither the Agent nor any Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Agent or of such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable Requirements of Law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it would be commercially reasonable for the Agent (a) to fail to incur expenses to prepare Collateral for Disposition or otherwise to transform raw material or work in process into finished goods or other finished products for Disposition, (b) to fail to obtain third party consents for access to Collateral to be Disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or Disposition of Collateral to be collected or Disposed of, (c) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (d) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise Dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (g) to hire one or more professional auctioneers to assist in the Disposition of Collateral, whether or not the Collateral is of a specialized nature, (h) to Dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) to Dispose of assets in wholesale rather than retail markets, (j) to disclaim Disposition warranties, such as title, possession or quiet enjoyment, (k) to purchase insurance or credit enhancements to insure the Agent against risks of loss in connection with any collection or Disposition of Collateral or to provide to the Agent a guaranteed return from the collection or Disposition of Collateral or (l) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or Disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 7.02 is to provide non-exhaustive indications of what actions or omissions by the Agent would be commercially reasonable in the Agent's exercise of remedies with respect to the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7.02. Without limitation upon the foregoing, nothing contained in this Section 7.02 shall be construed to grant any rights to any Grantor or to impose any duties on the Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7.02.

Section 7.03. *Compromises and Collection of Collateral.* Each Grantor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to any Receivable. In view of the foregoing, each Grantor agrees that the Agent may at any time and from time to time, if an Event of Default exists, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

Section 7.04. *Agent Performance of Debtor Obligations.* Without having any obligation to do so, the Agent may, at any time when an Event of Default exists, perform or pay any obligation which any Grantor has agreed to perform or pay under this Security Agreement and which obligation is due and unpaid and not being contested by such Grantor in good faith, and such Grantor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 7.04. Each Grantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable in accordance with Section 9.03(a) of the Credit Agreement.

Section 7.05. *No Waiver; Amendments; Cumulative Remedies*. No delay or omission of the Agent (subject to the provisions ofSection 8.01 of the Credit Agreement) to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Grantors and the Agent with the concurrence or at the direction of the Lenders to the extent required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or afforded by law shall be cumulative and all shall be available to the Agent until the Termination Date.

Section 7.06. *Limitation by Law; Severability of Provisions.* All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all of the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that such provisions do not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. To the extent permitted by law, any provision of this Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions of this Security Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 7.07. *Security Interest Absolute*. All rights of the Agent hereunder, the security interests granted hereunder and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to the foregoing, (c) any exchange, release or nonperfection of any Lien on any Collateral, or any release or amendment or waiver of or consent under or departure from any guaranty, securing or guaranteeing all or any of the Secured Obligations, (d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor, (e) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Security Agreement or any other Loan Document or (f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Security Agreement (other than a termination of any Lien contemplated by Section 7.12 or the occurrence of the Termination Date).

Section 7.08. *Benefit of Security Agreement.* The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of each Grantor, the Agent and the Secured Parties and their respective successors and permitted assigns (including all Persons who become bound as a debtor to this Security Agreement). No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Agent hereunder for the benefit of the Agent and the Secured Parties.

Section 7.09. *Survival of Representations.* All representations and warranties of each Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

Section 7.10. *Additional Subsidiaries*. Each Person required to become a Loan Party pursuant to and in accordance with Section 5.12 of the Credit Agreement, shall, within the time periods specified in Sections 5.12 of the Credit Agreement, execute an instrument in the form of Exhibit A. Upon the execution and delivery by the Agent and any Restricted Subsidiary of an instrument in the form of Exhibit A in accordance with Section 5.12(a) of the Credit Agreement, such Restricted Subsidiary shall become a Subsidiary Party hereunder with the same force and effect as if such Restricted Subsidiary was originally named as a Subsidiary Party herein. The execution and delivery of any such instrument shall not require the consent of any other Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Security Agreement.

Section 7.11. *Headings*. The titles of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

Section 7.12. *Termination or Release.* (a) This Security Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Section 8.01 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.12 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrowers shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 7.12 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) At any time that a Grantor desires that the Agent take any action to acknowledge or give effect to any release pursuant to the foregoing Section 7.12(a), the Agent may require that such Grantor deliver to the Agent a certificate signed by a Responsible Officer of such Grantor stating that the release is permitted pursuant to such Section 7.12(a) and the terms of the Credit Agreement; provided that no such certificate shall be required in connection with the occurrence of the Termination Date. The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 7.12.

Section 7.13. *Entire Agreement.* This Security Agreement, together with the other Loan Documents, embodies the entire agreement and understanding between each Grantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between any Grantor and the Agent relating to the Collateral.

Section 7.14. ***CHOICE OF LAW***. **THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Section 7.15. ***CONSENT TO JURISDICTION; CONSENT TO SERVICE OF PROCESS.***

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENTS BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT IN ANY SUCH COURT. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT THE AGENT AND LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS IN RESPECT OF THE COLLATERAL UNDER THIS SECURITY AGREEMENT.

(b) TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01 OF THE CREDIT AGREEMENT. EACH PARTY TO THIS SECURITY AGREEMENT HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 7.16. *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 SUIT, ACTION, LEGAL PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 7.17. *Indemnity*. Each Grantor hereby agrees to indemnify the Indemnitees, as, and to the extent, set forth in Section 9.03 of the Credit Agreement.

Section 7.18. *Counterparts*. This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

Section 7.19. *Waiver of Consequential Damages, Etc.* To the extent permitted by applicable law, none of the Grantors or Secured Parties shall assert, and each hereby waives, any claim against each other or any Related Party thereof, 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 Security Agreement or any agreement or instrument contemplated hereby, except, in the case of any claim by any Indemnitee against any of the Grantors, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 7.17.

Section 7.20. *Mortgages*. In the case of a conflict between this Security Agreement and any Mortgage with respect to any Material Real Estate Asset that is also subject to a valid and enforceable Lien under the terms of such Mortgage (including Fixtures) securing the Secured Obligations, the terms of such Mortgage shall govern with respect to such Material Real Estate Asset and the terms of this Security Agreement shall control in the case of all other Collateral.

Section 7.21. *Successors and Assigns.* Whenever in this Security Agreement any party hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party and all covenants, promises and agreements by or on behalf of any Grantor or the Agent in this Security Agreement shall bind and inure to the benefit of their respective successors and permitted assigns. Except in a transaction expressly permitted under the Credit Agreement, no Grantor may assign any of its rights or obligations hereunder without the written consent of the Agent.

Section 7.22. *Survival of Agreement.* Without limiting any provision of the Credit Agreement or Section 7.17 hereof, all covenants, agreements, indemnities, representations and warranties made by the Grantors in the Loan Documents and in the certificates or other instruments delivered in connection

with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such Lender or on its behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until the Termination Date, or with respect to any individual Grantor until such Grantor is otherwise released from its obligations under this Security Agreement in accordance with the terms hereof.

ARTICLE 8
NOTICES

Section 8.01. *Sending Notices*. Any notice required or permitted to be given under this Security Agreement shall be delivered in accordance with Section 9.01 of the Credit Agreement (it being understood and agreed that references in such Section to "herein", "hereunder" and other similar terms shall be deemed to be references to this Security Agreement).

Section 8.02. *Change in Address for Notices*. The Agent, any Grantor and any Lender may change the address or facsimile number for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE 9
THE AGENT

Citibank has been appointed Agent for the Lenders hereunder pursuant to Section 8.01 of the Credit Agreement and, by their acceptance of the benefits hereof, the other Secured Parties. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Section 8.01. Any successor Agent appointed pursuant to Section 8.01 of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

By accepting the benefits of this Security Agreement and each other Loan Document, each Secured Party expressly acknowledges and agrees that this Security Agreement and each other Loan Document may be enforced only by the action of the Agent, and that such Secured Party shall not have any right individually to seek to enforce or to enforce this Security Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Secured Parties upon the terms of this Security Agreement and the other Loan Documents.

The Agent may rely on advice of counsel as to whether any or all UCC financing statements of the Grantors need to be amended as a result of any of the changes described in Section 5.01(i) of the Credit Agreement. If any Grantor fails to provide information to the Agent about such changes on a timely basis, the Agent shall not be liable or responsible to any Secured Party for any failure to maintain a perfected security interest in such Grantor's property constituting Collateral, for which the Agent needed to have information relating to such changes. The Agent shall have no duty to inquire about such changes if any Grantor does not inform the Agent of such changes, the Secured Parties acknowledging and agreeing that it would not be feasible or practical for the Agent to search for information on such changes if such information is not provided by any Grantor.

ARTICLE 10
INTERCREDITOR AGREEMENTS GOVERN

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. THE REQUIREMENTS OF THIS SECURITY AGREEMENT TO DELIVER PLEDGED COLLATERAL AND ANY CERTIFICATES, INSTRUMENTS OR DOCUMENTS IN RELATION THERETO TO THE AGENT OR ANY OBLIGATION WITH RESPECT TO THE DELIVERY, TRANSFER, CONTROL, NOTATION OR PROVISION OF VOTING RIGHTS WITH RESPECT TO ANY COLLATERAL SHALL BE DEEMED SATISFIED BY THE DELIVERY, TRANSFER, CONTROL, NOTATION OR PROVISION IN FAVOR OF THE APPLICABLE COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND THIS SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.

For the purposes of this Article 10, "Applicable Collateral Agent" means (i) with respect to ABL Collateral, the Agent (or other analogous term in another Acceptable Intercreditor Agreement, as applicable), (ii) with respect to Pari Passu Priority Collateral, the Designated Term Representative (as defined in the ABL Intercreditor Agreement) (or other analogous term in another Acceptable Intercreditor Agreement, as applicable) or (iii) if at any time there is no ABL Intercreditor Agreement, Pari Passu Intercreditor Agreement or other intercreditor agreement as described in the definition of Acceptable Intercreditor Agreement then in effect, the Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Agent have executed this Security Agreement as of the date first above written.

PQ CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Vice President, Secretary and General Counsel

CPQ MIDCO I CORPORATION

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

COMMERCIAL RESEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY

By: _____
Name: Joseph S. Koscinski
Title: Vice President and Secretary

PQ INTERNATIONAL, INC.

By: _____
Name: Joseph S. Koscinski
Title: President and Secretary

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By: _____
Name: Joseph S. Koscinski
Title: Vice President, General Counsel and Secretary

POTTERS INDUSTRIES HOLDING, INC.

By: _____
Name: Joseph S. Koscinski
Title: Secretary

SAJB HOLDING COMPANY, LLC

By: _____
Name: Joseph S. Koscinski
Title: Treasurer, Chief Financial Officer and Vice President

POTTERS HOLDINGS II, L.P.

By: POTTERS HOLDINGS II GP, LLC, *its general partner*

By: _____
Name: Joseph S. Koscinski
Title: Secretary and Vice President

CITIBANK, N.A.,
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

[FORM OF] SECURITY AGREEMENT JOINDER

A. SUPPLEMENT NO. [●] dated as of [●] (this "**Supplement**"), to the ABL Pledge and Security Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiary Parties from time to time party hereto (Holdings, the Subsidiary Parties and the US Borrower collectively, the "**Loan Parties**") and Citibank, N.A., in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the "**Agent**").

B. Reference is made to the ABL Credit Agreement dated as of May 4, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Loan Parties, the Canadian Borrowers, the European Borrowers, the lenders from time to time party thereto and the Agent.

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

D. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 7.10 of the Security Agreement and Section 5.12 of the Credit Agreement provide that additional Domestic Subsidiaries of the US Borrower may become Subsidiary Parties under the Security Agreement by executing and delivering an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "**New Subsidiary**") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.10 of the Security Agreement, [the] [each] New Subsidiary by its signature below becomes a Subsidiary Party and a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Subsidiary Party, and [the] [each] New Subsidiary hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Subsidiary Party and Grantor thereunder and (b) represents and warrants as of the date hereof that the representations and warranties made by it as a Grantor thereunder that are qualified as to materiality are true and correct in all respects on and as of the date hereof and those that are not so qualified are true and correct in all material respects on and as of the date hereof; it being understood and agreed that any representation or warranty that expressly relates to an earlier date shall be deemed to refer to the date hereof. In furtherance of the foregoing, [the] [each] New Subsidiary, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, their successors and permitted assigns, a security interest in and Lien on all of [the] [each] New Subsidiary's right, title and interest in and to the Collateral of [the] [each] New Subsidiary. Each reference to a "Grantor" and "Subsidiary Party" in the Security Agreement shall be deemed to include [the] [each] New Subsidiary. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. [The] [Each] New Subsidiary represents and warrants to the Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the Legal Reservations.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Agent shall have received a counterpart of this Supplement that bears the signature of [the] [each] New Subsidiary and the Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or by email as a ".pdf" or ".tif" attachment shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Attached hereto is a duly prepared, completed and executed Perfection Certificate with respect to [the] [each] New Subsidiary, and [the] [each] New Subsidiary hereby represents and warrants that the information set forth therein is correct and complete in all material respects as of the date hereof.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. **THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 8.01 of the Security Agreement.

SECTION 9. [The] [Each] New Subsidiary agrees to reimburse the Agent for its expenses in connection with this Supplement, including the fees, other charges and disbursements of counsel in accordance with Section 9.03(a) of the Credit Agreement.

SECTION 10. This Supplement shall constitute a Loan Document, under and as defined in, the Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, [the] [each] New Subsidiary has dully executed this Supplement to the Security Agreement, and the Agent, for the benefit of the Secured Parties, has caused the same to be accepted, as of the day and year first above written.

[NAME OF NEW SUBSIDIARY]

By: _____
Name:
Title:

Acknowledged and accepted:

CITIBANK, N.A., as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the other borrowers from time to time party thereto, the lenders from time to time party thereto and Citibank, N.A., in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(3) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Revolving Loan(s) (as well as any Promissory Notes evidencing such Revolving Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the US Borrower and the Administrative Agent with a duly executed certificate of itsnon-U.S. person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform each of the US Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished each of the US Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), CPQ Midco I Corporation, a Delaware corporation, the other borrowers from time to time party thereto, the lenders from time to time party thereto and Citibank N.A., in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(4) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "10 percent shareholder" of the US Borrower within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a duly executed certificate of itsnon-U.S. person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the other borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Citibank, N.A., in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(4) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the US Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a duly executed IRS FormW-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the other borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Citibank, N.A., in its capacities as administrative agent and collateral agent for the lenders.

Pursuant to the provisions of Section 2.17(f)(ii)(B)(4) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Revolving Loan(s) (as well as any Promissory Note(s) evidencing such Revolving Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Revolving Loan(s) (as well as any Promissory Note(s) evidencing such Revolving Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the US Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the US Borrower and the Administrative Agent with a duly executed IRS FormW-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the US Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the US Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[Signature Page Follows]

[NAME OF LENDER]

By: _____
Name:
Title:

Date: [•] [•], 20[•]

[FORM OF]
SOLVENCY CERTIFICATE

[•] [•], 20[•]

This Solvency Certificate (this "**Solvency Certificate**") is being executed and delivered pursuant to Section 4.01(g) of that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation (the "**US Borrower**"), the other borrowers from time to time party thereto, CPQ Midco I Corporation, a Delaware corporation, the lenders from time to time party thereto and Citibank, N.A., in its capacities as administrative agent and collateral agent for the lenders. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

I, [•], the Chief Financial Officer of the US Borrower, in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of the US Borrower and its Restricted Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the US Borrower pursuant to the Credit Agreement; and

2. As of the date hereof and after giving effect to the Transactions on the Closing Date and the incurrence of the indebtedness and obligations on the Closing Date in connection with the Credit Agreement and the Senior Note Indenture, that, (i) the sum of the debt (including contingent liabilities) of the US Borrower and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the US Borrower and its Restricted Subsidiaries, taken as a whole; (ii) the present fair saleable value of the assets of the US Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities of the US Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured; (iii) the capital of the US Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the US Borrower and its Restricted Subsidiaries, taken as a whole, contemplated as of the date hereof; and (iv) the US Borrower and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standards No. 5).

[Signature Page Follows]

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first above written.

PQ CORPORATION

By: _____

Name:
Title:

[FORM OF]
GLOBAL INTERCOMPANY NOTE

See attached.

THIS INSTRUMENT HAS BEEN PLEDGED PURSUANT TO, AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO, THE PROVISIONS OF THE SECURITY AGREEMENT (AS DEFINED IN THE TERM LOAN CREDIT AGREEMENT), THE US SECURITY AGREEMENT (AS DEFINED IN THE ABL CREDIT AGREEMENT) AND THE SECURITY DOCUMENTS (AS DEFINED IN THE INDENTURE) WHICH HAVE BEEN ENTERED INTO BY THE PAYEES IN ACCORDANCE WITH THE TERM LOAN CREDIT AGREEMENT, THE ABL CREDIT AGREEMENT AND THE INDENTURE, AS APPLICABLE, AND EACH PARTY TO THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS THEREOF.

GLOBAL INTERCOMPANY NOTE

New York, New York
May 4, 2016

FOR VALUE RECEIVED, each of the undersigned, to the extent a borrower from time to time from any other entity listed on the signature page hereto (each, in such capacity, a "**Payor**"), hereby promises to pay on demand to such other entity listed below (each, in such capacity, a "**Payee**"), in lawful money of the United States of America, or in such other currency as agreed upon from time to time by such Payor and such Payee, in immediately available funds, at such location in such country as such Payee shall from time to time designate, the unpaid principal amount of all loans and advances (including trade payables) made by such Payee to such Payor. Each Payor promises also to pay interest on the unpaid principal amount of all such loans and advances in like money at said location from the date of such loans and advances until paid at such rate per annum as shall be agreed upon from time to time by such Payor and such Payee.

Reference is made to (a) the Term Loan Credit Agreement dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiaries of the Borrower party thereto from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Island Branch, as administrative and collateral agent (in such capacities, the "**Term Loan Agent**"), (b) the ABL Credit Agreement dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Credit Agreement**" and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the Borrower, Holdings, the other borrowers party thereto, the Lenders party thereto from time to time and Citibank, N.A., as administrative agent and collateral agent (in such capacities, the "**ABL Agent**") and (c) the Indenture dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**" and, together with the Credit Agreements, the "**Credit Documents**"), by the Borrower, as Issuer, certain Guarantors from time to time party thereto and Wells Fargo Bank, National Association, as trustee and collateral agent (in such capacities, the "**Note Agent**" and, together with the Term Loan Agent and the ABL Agent, the "**Administrative Agents**"). Terms used herein which are defined in the Credit Documents shall have such defined meanings in the applicable Credit Document unless otherwise defined herein.

This Global Intercompany Note (this "**Note**") contains the subordination provisions referred to in the Credit Documents and has been pledged by each Payee that is a Loan Party to each of the Term Loan Agent, the ABL Agent and the Note Agent to the extent required pursuant to the terms of the Credit Documents, subject in all respects to that certain ABL Intercreditor Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), by and among, the Term Agent, the ABL Agent, the Note Agent and acknowledged by Holdings, the Borrower and certain Subsidiaries of the Borrower.

Each Payee hereby acknowledges and agrees that, subject in all respects to the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default (as defined in any Credit Document) each Administrative Agent may exercise all rights with respect to this Note in accordance with the Collateral Documents and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to such Payee. Each Payor also hereby acknowledges and agrees that this Note constitutes notice of assignment, pursuant to the relevant Collateral Documents, in respect of loans, advances and any other amounts evidenced by this Note owed to any Payee that is a Loan Party and further acknowledges the receipt of such notice of assignment.

Other than to the extent explicitly specified herein, the loans and advances evidenced by this Note owexd by any Payor that is a Loan Party to any Payee that is not a Loan Party shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all Obligations (such term "Obligations" as used herein shall mean the "Obligations" as defined in the applicable Credit Document) of such Payor under the Credit Documents (such Obligations being hereinafter collectively referred to as "**Senior Indebtedness**") as follows:

(i) in the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization or other similar proceedings in connection therewith, of any Payor that is a Loan Party, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution or other winding up of such Payor in connection with an insolvency or bankruptcy event referred to above, then (x) the holders of Senior Indebtedness shall be paid in full in cash in respect of all amounts constituting Senior Indebtedness before any such Payee is entitled to receive (whether directly or indirectly), or make any demands for, any payment on account of this Note and (y) until the holders of Senior Indebtedness are paid in full in cash in respect of all amounts constituting Senior Indebtedness, any payment or distribution to which such Payee would otherwise be entitled (other than debt securities of such Payor that are subordinated, to at least the same extent as this Note, to the payment of all Senior Indebtedness then outstanding (such securities being hereinafter referred to as "**Restructured Debt Securities**")) shall be made to the holders of Senior Indebtedness;

(ii) if any Event of Default (as defined under any Credit Document) occurs and is continuing and either (x) any Administrative Agent has given written notice to the Borrower that such Administrative Agent is thereby exercising its rights pursuant to this clause (ii) (provided that no such notice shall be required in the case of an Event of Default arising under Section 7.01(f) or 7.01(g) of either Credit Agreement or under Section 6.01(g) or 6.01(h) of the Indenture) or (y) the Obligations under any Credit Document have been accelerated, then in either case, (a) no payment or distribution of any kind or character shall be made by such Payor to such Payee with respect to this Note and (b) no amounts evidenced by this Note owing by any Payor to any Payee that is a Loan Party shall be forgiven or otherwise reduced in any way; and

(iii) if any payment or distribution of any character, whether in cash, securities or other property (other than Restructured Debt Securities), in respect of this Note shall (despite these subordination provisions) be received by any Payee in violation of clause (i) or (ii) before all Senior Indebtedness shall have been paid in full in cash, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the Administrative Agent on behalf of the holders of Senior Indebtedness (or their representatives), ratably according to the respective aggregate amount remaining unpaid thereon, to the extent necessary to pay all Senior Indebtedness in full in cash.

It is understood that the indebtedness evidenced by this Note by any Payor to a Loan Party shall not be subject to the subordination provisions set forth herein.

If any Payee that is not a Loan Party shall acquire by indemnification, subrogation or otherwise, any Lien, estate, right or other interest in any of the assets or properties of any Payor that is a Loan Party, such Lien, estate, right or other interest shall be subordinate in right of payment and all other respects to the Senior Indebtedness and the Lien of the Senior Indebtedness as provided herein, and each such Payee hereby waives any and all such rights it may acquire by subrogation or otherwise to any Lien of the Senior Indebtedness or any portion thereof until such time as all Senior Indebtedness has been repaid in full in cash.

If, at any time, all or part of any payment with respect to Senior Indebtedness theretofore made (whether by any other Loan Party or any other Person or enforcement of any right of setoff or otherwise) is rescinded or must otherwise be returned by the holders of Senior Indebtedness for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of any other Loan Party or such other Persons), the subordination provisions set forth herein shall continue to be effective or be reinstated, as the case may be, all as though such payment had not been made.

To the fullest extent permitted by law, no present or future holder of Senior Indebtedness shall be prejudiced in its right to enforce the subordination of this Note by any act or failure to act on the part of any Payee that is not a Loan Party or by any act or failure to act on the part of such holder or any trustee or agent for such holder. Each Payee that is not a Loan Party and each Payor that is a Loan Party hereby agrees that the subordination of this Note is for the benefit of the Secured Parties under each of the Credit Documents and that any Administrative Agent may, on behalf of itself and its related other Secured Parties or Holdings, as applicable, proceed to enforce the subordination provisions herein.

Nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Payor and each Payee, the obligations of such Payor, which are absolute and unconditional, to pay to such Payee the principal of and interest on this Note as and when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Payee and other creditors of such Payor other than the holders of Senior Indebtedness.

Each Payee is hereby authorized to record all loans and advances made by it to any Payor, and all repayments or prepayments thereof, in its books and records, such books and records constituting prima facie evidence of the accuracy of the information contained therein; provided, that the failure of any Payee to record such information shall not affect any Payor's obligations.

Each Payor hereby waives diligence, presentment, demand, protest or notice of any kind in connection with this Note. All payments under this Note shall be made without offset, counterclaim or deduction of any kind. Each Payor hereby acknowledges and agrees that upon the occurrence and during the continuance of an Event of Default, no amount owing by any Payor to any Payee shall be reduced in any way by any outstanding obligations of such Payee to such Payor, whether such obligations are monetary or otherwise.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Note shall inure to the benefit of each Payee and its successors and assigns,

including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Loan Document or in any other promissory note or other instrument, this Note replaces and supersedes any and all promissory notes or other instruments heretofore outstanding which create or evidence any loans or advances made on, before or after the date hereof by any Payee to any Payor.

From time to time after the date hereof, additional Subsidiaries of the Borrower may become parties hereto as Payor and as Payee, in each case by executing a Global Intercompany Note Joinder substantially in the form attached hereto as Exhibit A (each additional Subsidiary, a "**New Note Party**"). Upon delivery of such Global Intercompany Note Joinder to the Payees, notice of which is hereby waived by the other Payors, each New Note Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such New Note Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Payor or Payee hereunder.

No amendment, modification or waiver of, or consent with respect to, any provisions of this Note shall be effective unless the same shall be in writing and signed and delivered by each Payor and Payee whose rights or obligations shall be affected thereby; provided that (a) until such time as the Termination Date has occurred under the Term Loan Credit Agreement, the Term Loan Agent shall have provided its prior written consent to such amendment, modification, waiver or consent, (b) until such time as the Termination Date has occurred under the ABL Credit Agreement, the ABL Agent shall have provided its prior written consent to such amendment, modification, waiver or consent and (c) until such time as the Redemption Date has occurred under the Indenture, the Note Agent shall have provided its prior written consent to such amendment, modification, waiver or consent.

[SIGNATURE PAGES FOLLOWS]

THIS NOTE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS NOTE, WHETHER IN TORT, CONTRACT (AT LAW OR EQUITY) OR OTHERWISE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

CPQ MIDCO I CORPORATION

By: _____
Name:
Title:

PQ CORPORATION

By: _____
Name:
Title:

COMMERCIAL REASEARCH ASSOCIATES, INC.
DELPEN CORPORATION
PQ ASIA INC.
PQ EXPORT COMPANY
PQ SYSTEMS INCORPORATED
PHILADELPHIA QUARTZ COMPANY

By: _____
Name:
Title:

PQ INTERNATIONAL, INC.

By: _____
Name:
Title:

ECO SERVICES OPERATIONS CORP.
POTTERS INDUSTRIES, LLC

By: _____
Name:
Title:

POTTERS INDUSTRIES HOLDING, INC.

By: _____
Name:
Title:

SAJB HOLDING COMPANY, LLC

By: _____
Name:
Title:

POTTERS HOLDINGS II, L.P.

By: POTTERS HOLDINGS II GP, LLC,
its general partner

By: _____
Name:
Title:

PQ INTERNATIONAL HOLDINGS INC.

By: _____
Name:
Title:

PQ NETHERLANDS HOLDING LLC

By: _____
Name:
Title:

PQ INTERNATIONAL C.V.

By: PQ Netherlands Holding LLC,
its general partner

By: _____
Name:
Title:

PQ NETHERLANDS COOPERATIVE LLC

By: _____
Name:
Title:

PQ NETHERLANDS HOLDING LLC

By: _____
Name:
Title:

PQ INTERNATIONAL COÖPERATIE U.A.

By: _____
Name:
Title:

PQ ACQUISITION B.V.

By: _____
Name:
Title: Managing Director

PQ SILICAS BRAZIL LTDA

By: _____
Name:
Title:

PQ CANADA COMPANY

By: _____
Name:
Title:

PQ SILICAS ASIA PACIFIC PTE. LTD.

By: _____
Name:
Title:

PQ EUROPE COÖPERATIE U.A

By: _____
Name:
Title:

PQ AUSTRALIA LLC

By: _____
Name:
Title:

NSL AUSTRALIA COMPANY

By: _____
Name:
Title:

NSL CANADA COMPANY

By: _____
Name:
Title:

NATIONAL SILICATES PARTNERSHIP

By: _____
Name:
Title:

PQ EUROPE APS

By: _____
Name:
Title:

PQ HOLDINGS I LIMITED

By: _____
Name:
Title:

NATIONAL SILICATES PARTNERSHIP

By: _____
Name:
Title:

PQ INTERMEDIATE LIMITED

By: _____
Name:
Title:

PQ GERMANY GMBH

By: _____
Name:
Title:

PT PQ SILICAS INDONESIA

By: _____
Name:
Title:

PQ SWEDEN A.B.

By: _____
Name:
Title:

PQ FINLAND OY

By: _____
Name:
Title:

PQ SILICAS HOLDINGS SOUTH AFRICA PTY. LTD.

By: _____
Name:
Title:

PQ SILICAS SOUTH AFRICA PTY LTD

By: _____
Name:
Title:

PQ SILICAS B.V.

By: _____
Name:
Title:

PQ SILICAS B.V.

By: _____
Name:
Title:

PQ ZEOLITES B.V.

By: _____
Name:
Title:

PQ ITALY S.r.L.

By: _____
Name:
Title:

PQ FRANCE S.A.S

By: _____
Name:
Title:

PQ SILICAS UK LIMITED

By: _____
Name:
Title:

PQ CHEMICALS (THAILAND) LTD.

By: _____
Name:
Title:

PQ HOLDINGS MEXICANA, S.A. DE C.V.

By: _____
Name:
Title:

SILICATOS Y DERIVADOS, S.A. DE C.V.

By: _____
Name:
Title:

PQ CHINA (HONG KONG) LIMITED

By: _____
Name:
Title:

PQ HOLDINGS AUSTRALIA PTY LIMITED

By: _____
Name:
Title:

PQ AUSTRALIA PTY LIMITED

By: _____
Name:
Title:

POTTERS HOLDINGS GP, LTD.

By: _____
Name:
Title:

POTTERS HOLDINGS, L.P.

By: Potters Holdings GP, Ltd.,
its general partner

By: _____
Name:
Title:

POTTERS HOLDINGS II GP, LLC

By: _____
Name:
Title:

POTTERS INTERNATIONAL HOLDINGS S. À R.L

By: _____
Name:
Title:

POTTERS BALLOTINI S.A.S.

By: _____
Name:
Title:

SOCIETE RECYCLAGE PRODUIT VERRIER INDUSTRIEL

By: _____
Name:
Title:

INTERMINGLASS HOLDING SP. Z.O.O.

By: _____
Name:
Title:

INTERMINGLASS SP. Z.O.O.

By: _____
Name:
Title:

POTTERS (THAILAND) LIMITED

By: _____
Name:
Title:

POTTERS INDUSTRIES ACQUISITION PTY LTD.

By: _____
Name:
Title:

POTTERS INDUSTRIES PTY. LTD.

By: _____
Name:
Title:

POTTERS INDUSTRIAL LTDA.

By: _____
Name:
Title:

POTTERS CANADA HOLDING COMPANY

By: _____
Name:
Title:

POTTERS CANADA HOLDING II COMPANY

By: _____
Name
Title:

PNA PARTNERSHIP

By: _____
Name:
Title:

POTTERS-BALLOTINI CO., LTD.

By: _____
Name:
Title:

POTTERS NEDERLAND B.V.

By: _____
Name:
Title:

BALLOTINI PANAMERICANA S. de. R.L. DE C.V.

By: _____
Name:
Title:

POTTERS BALLOTINI ACQUISITION GMBH

By: _____
Name:
Title:

POTTERS BALLOTINI GMBH

By: _____
Name:
Title:

POTTERS-BALLOTINI LIMITED

By: _____
Name:
Title:

NORTHERN CULLET LIMITED

By: _____
Name:
Title:

[SIGNATURE PAGE TO GLOBAL INTERCOMPANY NOTE]

EXHIBIT A

[FORM OF] GLOBAL INTERCOMPANY NOTE JOINDER

This JOINDER dated as of [•] (this "**Joinder**"), to that certain Global Intercompany Note dated May [•], 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Note**"), by and among the entities listed on the signature pages thereto from time to time.

Reference is made to (a) the Term Loan Credit Agreement dated as of May [•], 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Credit Agreement**"), by and among PQ Corporation, a Pennsylvania corporation (the "**Borrower**"), CPQ Midco I Corporation, a Delaware corporation ("**Holdings**"), the Subsidiaries of the Borrower party thereto from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Island Branch, as administrative and collateral agent (in such capacities, the "**Term Loan Agent**"), (b) the ABL Credit Agreement dated as of May [•], 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Credit Agreement**" and, together with the Term Loan Credit Agreement, the "**Credit Agreements**"), by and among the Borrower, Holdings, the other borrowers party thereto, the Lenders party thereto from time to time and Citibank, N.A., as administrative agent and collateral agent (in such capacities, the "**ABL Agent**") and (c) the Indenture dated as of May 4, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**" and, together with the Credit Agreements, the "**Credit Documents**"), by the Borrower, as Issuer, certain Guarantors from time to time party thereto and Wells Fargo Bank, National Association, as trustee and collateral agent (in such capacities, the "**Note Agent**" and, together with the Term Loan Agent and the ABL Agent, the "**Administrative Agents**"). Terms used herein which are defined in the Credit Documents shall have such defined meanings in the applicable Credit Document unless otherwise defined herein.

The undersigned party (the "**New Note Party**") is executing this Joinder in accordance with the requirements of the Credit Documents and subject to the terms thereof. Accordingly, the New Note Party agrees as follows:

The New Note Party by its signature below becomes a Payor and a Payee, as applicable, under the Note with the same force and effect as if originally named therein as a Payor and a Payee, as applicable, and the New Note Party hereby agrees to all the terms and provisions of the Note applicable to it as a Payor and a Payee, as applicable, thereunder. All references to Payor and Payee, as applicable, in the Note shall be deemed to include the New Note Party. The Note is hereby incorporated herein by reference, including, for sake of clarification only and without limitation, the subordination provisions set forth therein. Except as expressly supplemented hereby, the Note shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the New Note Party has duly executed this Joinder as of the day and year first above written.

[NAME OF NEW NOTE PARTY]

By: _____
Name:
Title:

[FORM OF]
US, CANADIAN AND EUROPEAN
BORROWING BASE CERTICATE

See attached.

FORM OF BORROWING BASE CERTIFICATE

PQ CORPORATION
Borrowing Base Certificate
As of

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent
under the Credit Agreement referred to below
390 Greenwich Street
1st Floor
New York, NY 10013

Reference is made to the ABL CREDIT AGREEMENT, dated as of May 4, 2016 (the "Credit Agreement"), by and among PQ Corporation, a Pennsylvania corporation ("US Borrower"), CPQ Midco I Corporation, a Delaware corporation ("Holdings"), the Canadian Borrowers from time to time party thereto, the European Borrowers from time to time party thereto, the Lenders from time to time party thereto and Citibank, N.A. ("Citi"), in its capacities as administrative agent and collateral agent for the Lenders (the "Administrative Agent").Terms defined in the Credit Agreement are used herein as therein defined.

The undersigned Responsible Officer of the Lead Borrower hereby certifies that attached is the Borrowing Base Certificate as of prepared pursuant to and in accordance with the ABL Credit Agreement and further certifies that (i) the calculation of the Borrowing Base as of is true and correct, (ii) all Accounts included in the calculation of Eligible Accounts satisfy the applicable requirements included in the definition of "Eligible Accounts" and (iii) all Inventory included in the calculation of Eligible Inventory satisfy the applicable requirements included in the definition of "Eligible Inventory," in each case, in all material respects.

PQ CORPORATION, as Lead Borrower

By: _____

Name: _____

Title: _____

Note: It is understood and agree that this form of Borrowing Base Certificate presents the US Borrowing Base, Canadian Borrowing Base and European Borrowing Base on a combined basis for convenience only and that the Borrowers shall be permitted to modify this form of Borrowing Base Certificate as necessary to present each Borrowing Base on a standalone basis and, with the reasonable consent of the Administrative Agent, to make any other changes to the form of Borrowing Base Certificate.

DRAFT

PQ CORPORATION
BORROWING BASE CERTIFICATE
Period ending _____
U.S. Dollars

	U.S.	Canada	Europe	Total
Qualified Cash	$—	$ —	$ —	$—
Advance Rate	100%	100%	100%	
Cash Availability (A)	**$—**	**$ —**	**$ —**	**$—**
Accounts Receivable	$—	$ —	$ —	$—
Ineligibles	—	—	—	—
Eligible	—	—	—	—
Advance Rate	85%	85%	85%	
A/R Availability	**$—**	**$ —**	**$ —**	**$—**
Raw Materials	$—	$ —	$ —	$—
Ineligibles	—	—	—	—
Eligible	—	—	—	—
Advance Rate (at 85% of NOLV Rate)	%	%	%	
RM Availability	**$—**	**$ —**	**$ —**	**$—**
Work-In-Process	$—	$ —	$ —	$—
Ineligibles	—	—	—	—
Eligible	—	—	—	—
Advance Rate (at 85% of NOLV Rate)	%	%	%	
WIP Availability	**$—**	**$ —**	**$ —**	**$—**
Finished Goods	$—	$ —	$ —	$—
Ineligibles	—	—	—	—
Eligible	—	—	—	—
Advance Rate (at 85% of NOLV Rate)	%	%	%	
FG Availability	**$—**	**$ —**	**$ —**	**$—**
Inventory Availability at 85% of NOLV	**$—**	**$ —**	**$ —**	**$—**
Inventory Availability at 70%	**$—**	**$ —**	**$ —**	**$—**
Lesser of 85% of NOLV and 70%	**$—**	**$ —**	**$ —**	**$—**
Inventory Availability	**$—**	**$ —**	**$ —**	**$—**
Reserves				
Rent and Charges Reserve	$—	$ —	$ —	$—
Hedge Product Reserve	—	—	—	—
Banking Services Reserve	—	—	—	—
Retention of Title Reserve	—	—	—	—
GST, HST, VAT Tax Reserve	—	—	—	—
Employee Reserves	—	—	—	—
Withholdings Reserves	—	—	—	—
Enterprise Act Reserve	—	—	—	—
Total Availability Reserves	**$—**	**$ —**	**$ —**	**$—**
Borrowing Base	**$—**	**$ —**	**$ —**	**$—**
Commitments	**$—**	**$ —**	**$ —**	**$—**
Line Cap	**$—**	**$ —**	**$ —**	**$—**
Revolving Loans	$—	$ —	$ —	$—
Protective Advances	—	—	—	—
L/C Exposure	—	—	—	—
Revolving Credit Exposure	**$—**	**$ —**	**$ —**	**$—**
Availability	**$—**	**$ —**	**$ —**	**$—**

(A) may not exceed $25,000,000 in the aggregate

DRAFT

PQ CORPORATION
Accounts Receivable Availability
Period ending _____

(U.S. $)	United States				Canada			Europe			Grand Total
	PQ	Potters	ECO	Total	PQ	Potters	Total	PQ UK	PQ NL	Total	
A/R Per Aging	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —
Ineligibles											
Past Due Receivables (>60 days PD)	—	—	—	—	—	—	—	—	—	—	—
Credits in Past Due	—	—	—	—	—	—	—	—	—	—	—
Foreign Accounts	—	—	—	—	—	—	—	—	—	—	—
Excess Federal Government Accounts (i)	—	—	—	—	—	—	—	—	—	—	—
Intercompany Accounts	—	—	—	—	—	—	—	—	—	—	—
Affiliate Accounts	—	—	—	—	—	—	—	—	—	—	—
Bankrupt Accounts	—	—	—	—	—	—	—	—	—	—	—
Extended Terms (more than 180 days)	—	—	—	—	—	—	—	—	—	—	—
Receivables more than 90 days from invoice (ii)	—	—	—	—	—	—	—	—	—	—	—
Not Billed in Local Currency	—	—	—	—	—	—	—	—	—	—	—
Shortpays	—	—	—	—	—	—	—	—	—	—	—
Chargebacks	—	—	—	—	—	—	—	—	—	—	—
Special Payment Terms	—	—	—	—	—	—	—	—	—	—	—
Non-Trade A/R	—	—	—	—	—	—	—	—	—	—	—
Cross-Age (50%)	—	—	—	—	—	—	—	—	—	—	—
Contra-Accounts	—	—	—	—	—	—	—	—	—	—	—
Rebates Accrual	—	—	—	—	—	—	—	—	—	—	—
FOB Destination Adjustment	—	—	—	—	—	—	—	—	—	—	—
Specific Reserves	—	—	—	—	—	—	—	—	—	—	—
A/R Revaluation	—	—	—	—	—	—	—	—	—	—	—
Deferred Income	—	—	—	—	—	—	—	—	—	—	—
Total Ineligibles	—	—	—	—	—	—	—	—	—	—	—
Eligible Receivables	—	—	—	—	—	—	—	—	—	—	—
Advance Rate	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Net Eligible Receivables	—	—	—	—	—	—	—	—	—	—	—
Dilution Reserve (>5%)	—	—	—	—	—	—	—	—	—	—	—
Accounts Receivable Availability	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —

(i) Government accounts in excess of $7,500,000 for the U.S. and $5,000,000 each for Canada, United Kingdom and The Netherlands.
(ii) 120 days for accounts not in excess of $5,000,000.

DRAFT

PQ CORPORATION
Inventory Availability
Period ending

(U.S. $)	United States				Canada			Europe			Grand Total
	PQ	Potters	ECO	Total	PQ	Potters	Total	PQ UK	PQ NL	Total	
Raw Materials											
Inventory Per Perpetual Ledger	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —
Inventory In-Transit	—	—	—	—	—	—	—	—	—	—	—
Intercompany In-Transit	—	—	—	—	—	—	—	—	—	—	—
Gross Inventory	—	—	—	—	—	—	—	—	—	—	—
Ineligibles:											
Packaging	—	—	—	—	—	—	—	—	—	—	—
Utilities	—	—	—	—	—	—	—	—	—	—	—
Inventory at Outside Processors	—	—	—	—	—	—	—	—	—	—	—
In-Transit from Vendors to Company	—	—	—	—	—	—	—	—	—	—	—
In-Transit from Company to Customer	—	—	—	—	—	—	—	—	—	—	—
Intercompany In-Transit	—	—	—	—	—	—	—	—	—	—	—
Inventory at Vendors	—	—	—	—	—	—	—	—	—	—	—
Inventory Consigned to Customer	—	—	—	—	—	—	—	—	—	—	—
Inventory at a Foreign Location	—	—	—	—	—	—	—	—	—	—	—
Damaged Inventory	—	—	—	—	—	—	—	—	—	—	—
Capitalized Variances	—	—	—	—	—	—	—	—	—	—	—
Non Standard Inventory	—	—	—	—	—	—	—	—	—	—	—
Obsolete Items	—	—	—	—	—	—	—	—	—	—	—
Slow Moving Inventory	—	—	—	—	—	—	—	—	—	—	—
Supplies and Other Low Cost Inventory	—	—	—	—	—	—	—	—	—	—	—
Trial Inventory Items	—	—	—	—	—	—	—	—	—	—	—
Inventory Locations Less Than $50,000	—	—	—	—	—	—	—	—	—	—	—
Intercompany Profit In Inventory	—	—	—	—	—	—	—	—	—	—	—
In-Transit Returns	—	—	—	—	—	—	—	—	—	—	—
Revaluation Adjustment	—	—	—	—	—	—	—	—	—	—	—
Net Realizable Value Reserve	—	—	—	—	—	—	—	—	—	—	—
Unreconciled Difference	—	—	—	—	—	—	—	—	—	—	—
Total Ineligibles	—	—	—	—	—	—	—	—	—	—	—
Total Eligible RM Inventory	—	—	—	—	—	—	—	—	—	—	—
Advance Rate	%	%	%	%	%	%	%	%	%	%	%
RM Availability	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —
Work-In-Process											
Inventory Per Perpetual Ledger	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —
Inventory In-Transit	—	—	—	—	—	—	—	—	—	—	—
Intercompany In-Transit	—	—	—	—	—	—	—	—	—	—	—
Gross Inventory	—	—	—	—	—	—	—	—	—	—	—
Ineligibles:											
Packaging	—	—	—	—	—	—	—	—	—	—	—
Utilities	—	—	—	—	—	—	—	—	—	—	—
Inventory at Outside Processors	—	—	—	—	—	—	—	—	—	—	—
In-Transit from Vendors to Company	—	—	—	—	—	—	—	—	—	—	—
In-Transit from Company to Customer	—	—	—	—	—	—	—	—	—	—	—
Intercompany In-Transit	—	—	—	—	—	—	—	—	—	—	—
Inventory at Vendors	—	—	—	—	—	—	—	—	—	—	—
Inventory Consigned to Customer	—	—	—	—	—	—	—	—	—	—	—
Inventory at a Foreign Location	—	—	—	—	—	—	—	—	—	—	—
Damaged Inventory	—	—	—	—	—	—	—	—	—	—	—
Capitalized Variances	—	—	—	—	—	—	—	—	—	—	—
Non Standard Inventory	—	—	—	—	—	—	—	—	—	—	—
Obsolete Items	—	—	—	—	—	—	—	—	—	—	—
Slow Moving Inventory	—	—	—	—	—	—	—	—	—	—	—
Supplies and Other Low Cost Inventory	—	—	—	—	—	—	—	—	—	—	—
Trial Inventory Items	—	—	—	—	—	—	—	—	—	—	—
Inventory Locations Less Than $50,000	—	—	—	—	—	—	—	—	—	—	—
Intercompany Profit In Inventory	—	—	—	—	—	—	—	—	—	—	—
In-Transit Returns	—	—	—	—	—	—	—	—	—	—	—
Revaluation Adjustment	—	—	—	—	—	—	—	—	—	—	—
Net Realizable Value Reserve	—	—	—	—	—	—	—	—	—	—	—
Unreconciled Difference	—	—	—	—	—	—	—	—	—	—	—
Total Ineligibles	—	—	—	—	—	—	—	—	—	—	—
Eligible WIP Inventory	—	—	—	—	—	—	—	—	—	—	—
Advance Rate	%	%	%	%	%	%	%	%	%	%	%
WIP Availability	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —

(U.S. $)	United States				Canada			Europe			Grand Total
	PQ	Potters	ECO	Total	PQ	Potters	Total	PQ UK	PQ NL	Total	
Finished Goods											
Inventory Per Perpetual Ledger	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —
Inventory In-Transit	—	—	—	—	—	—	—	—	—	—	—
Intercompany In-Transit	—	—	—	—	—	—	—	—	—	—	—
Gross Inventory	—	—	—	—	—	—	—	—	—	—	—
Ineligibles:											
Packaging	—	—	—	—	—	—	—	—	—	—	—
Utilities	—	—	—	—	—	—	—	—	—	—	—
Inventory at Outside Processors	—	—	—	—	—	—	—	—	—	—	—
In-Transit from Vendors to Company	—	—	—	—	—	—	—	—	—	—	—
In-Transit from Company to Customer	—	—	—	—	—	—	—	—	—	—	—
Intercompany In-Transit	—	—	—	—	—	—	—	—	—	—	—
Inventory at Vendors	—	—	—	—	—	—	—	—	—	—	—
Inventory Consigned to Customer	—	—	—	—	—	—	—	—	—	—	—
Inventory at a Foreign Location	—	—	—	—	—	—	—	—	—	—	—
Damaged Inventory	—	—	—	—	—	—	—	—	—	—	—
Capitalized Variances	—	—	—	—	—	—	—	—	—	—	—
Non Standard Inventory	—	—	—	—	—	—	—	—	—	—	—
Obsolete Items	—	—	—	—	—	—	—	—	—	—	—
Slow Moving Inventory	—	—	—	—	—	—	—	—	—	—	—
Supplies and Other Low Cost Inventory	—	—	—	—	—	—	—	—	—	—	—
Trial Inventory Items	—	—	—	—	—	—	—	—	—	—	—
Inventory Locations Less Than $50,000	—	—	—	—	—	—	—	—	—	—	—
Intercompany Profit In Inventory	—	—	—	—	—	—	—	—	—	—	—
In-Transit Returns	—	—	—	—	—	—	—	—	—	—	—
Revaluation Adjustment	—	—	—	—	—	—	—	—	—	—	—
Net Realizable Value Reserve	—	—	—	—	—	—	—	—	—	—	—
Unreconciled Difference	—	—	—	—	—	—	—	—	—	—	—
Total Ineligibles	—	—	—	—	—	—	—	—	—	—	—
Total Eligible FG Inventory	—	—	—	—	—	—	—	—	—	—	—
Advance Rate	%	%	%	%	%	%	%	%	%	%	%
FG Inventory Availability	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —
Total Inventory Availability	$—	$ —	$—	$—	$—	$ —	$—	$—	$—	$—	$ —

EXHIBIT O

[FORM OF]
HEDGE AGREEMENT DESIGNATION NOTICE

Citibank, N.A.,
Citigroup – ABTF Global Loans
1615 Brett Road
New Castle, DE 19720
Telephone: 302-323-3657
Facsimile: 646-274-5025
Attention: Nicholas Malascalza
Email: Nicholas.Malasalza@citi.com

[•] [•], 20[•]

Ladies and Gentlemen:

Reference is hereby made to that certain ABL Credit Agreement dated as of May 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "**Credit Agreement**"), by and among, PQ Corporation, a Pennsylvania corporation, CPQ Midco I Corporation, a Delaware corporation, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Citibank, N.A., in its capacities as administrative agent and collateral agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings unless otherwise defined herein.

The undersigned hereby gives you notice pursuant to the Credit Agreement of the existence of a **[Canadian Secured Hedging Obligation][European Secured Hedging Obligation][US Secured Hedging Obligation]** pursuant to [ ][35] and the maximum amount of obligations of the undersigned that may arise thereunder is $[ ].

[Signature Page Follows]

35 Describe Hedging Agreement.

[•][36]

By: _____
Name:
Title:

36 Name of applicable Loan Party.

Exhibit 10.4

LEASE
[BASE YEAR 2017]
300 LINDENWOOD DRIVE, MALVERN, PA 19355
BASIC LEASE INFORMATION

Lease Reference Date:	January 1, 2017
Tenant:	PQ CORPORATION, a Pennsylvania corporation
Tenant's Address:	PQ Corporation 300 Lindenwood Drive Malvern, PA 19355 Attn: William Sichko Email: Bill.Sichko@pqcorp.com with a copy to: PQ Corporation 300 Lindenwood Drive Malvern, PA 19355 Attn: Joseph Koscinski Email: joe.koscinski@pqcorp.com
Landlord:	THE REALTY ASSOCIATES FUND X, L.P., a Delaware limited partnership
Landlord's Address:	c/o TA Realty LLC 28 State Street, 10th Floor Boston, Massachusetts 02109 Attn: Asset Manager
Premises:	All of the leasable space within the building (the "Building") consisting of approximately 33,000 rentable square feet, whose street address is 300 Lindenwood Drive, Malvern, PA 19355 and the land located under the Building (the "Land"). The Building is located in the complex known as Valleybrooke Office Park, Malvern, PA (the "Complex"). The rentable square footage of the Premises and the Building have been agreed to by Tenant and Landlord for all purposes and are not subject to further adjustment between the parties except as provided in Sections 14 and 15. Tenant expressly waives any right to challenge such calculation except as provided in Sections 14 and 15.
Term:	Effective as of January 1, 2017, (such date being the "Commencement Date"), and ending at 5:00 p.m. on April 30, 2025, subject to extension, adjustment or earlier termination as set forth in the Lease (the "Term"). The period of January 1, 2017 through April 30, 2025 being referred to as the initial Term.

Basic Rental:

Months	Annual Rate Per R.S.F.*	Monthly Amount*
1/1/17 - 12/31/17	$22.75	$62,562.50
1/1/18 - 12/31/18	$23.25	$63,937.50
1/1/19 - 12/31/19	$23.75	$65,312.50
1/1/20 - 12/31/20	$24.25	$66,687.50
1/1/21 - 12/31/21	$24.75	$68,062.50
1/1/22 - 12/31/22	$25.25	$69,437.50
1/1/23 - 12/31/23	$25.75	$70,812.50
1/1/24 - 12/31/24	$26.25	$72,187.50
1/1/25 - 4/30/25	$26.75	$73,562.50

* Landlord hereby abates the first five (5) consecutive full monthly installments of Basic Rental commencing on the Commencement Date (such period being the "Abatement Period"); provided that during the Abatement Period and continuing until Landlord's Work and the Tenant Improvements are substantially complete, Tenant shall pay (i) all electricity for the Premises and all Janitorial Costs (without a Janitorial Stop during the Abatement Period only) for the portion of the Premises to which janitorial services are provided, and (ii) the Snow Excess accruing during such period based on the portion of the Premises being occupied. If an Event of Default occurs during the Abatement Period, any remaining Basic Rental abatement shall cease from the date of such Event of Default, and Tenant shall immediately pay to Landlord the unamortized portion of all sums previously abated hereunder.

Security Deposit: None.

Rent: Basic Rental, Basic Cost Excess, Janitorial Excess and Snow Excess and all other sums that Tenant may owe to Landlord under the Lease; provided however, if Tenant elects to perform its own janitorial services then "Rent" shall not include the Janitorial Excess.

Permitted Use: General office purposes.

Base Year: 2017 for the Basic Cost Excess.

Snow Stop: $0.25 per rentable square feet per annum.

Janitorial Stop: $1.00 per rentable square feet per annum (prorated, as appropriate, if janitorial is not provided to the entire Premises for the entire calendar year 2017).

Electrical Costs: Tenant shall contract and timely pay the utility supplier for all electricity.

Initial Liability Insurance Amount: $3,000,000

AS-IS: Tenant accepts the Premises in its "AS-IS" condition on the date that this Lease is entered into and acknowledges that Landlord has no obligation to pay or reimburse Tenant for, or otherwise make, any improvements, alterations or additions to the Premises, except as expressly set forth in this Lease, including, but not limited to Sections 8(e) and 8(f) and Exhibits H-1 and H-2 attached hereto.

Renewal Option: As set forth on Exhibit F.

Termination Option: As set forth on Exhibit G.

Temporary Swing Space:	Notwithstanding anything in this Lease to the contrary, from the date Landlord obtains and delivers to Tenant the Certificate of Occupancy for Tenant to occupy the Temporary Swing Space and continuing through the first to occur of: (a) seven (7) full calendar months after such date or (b) the date Landlord's Work and the Tenant Improvements are substantially complete (the "Swing Space Period"), Landlord licenses to Tenant, and Tenant licenses from Landlord, approximately 18,500 rentable square feet to be designated by Landlord and mutually agreed to by Tenant within the building located at 100 Lindenwood Drive, Malvern, Pennsylvania (the "Temporary Swing Space"). Tenant accepts the Temporary Swing Space in its condition as of the Commencement Date, subject to all applicable laws, ordinances, and regulations; provided that the Temporary Swing Space shall be delivered broom clean and with all holes in the walls repaired (whether created by removal of a doorway or otherwise). Landlord shall apply for a temporary certificate of occupancy for the Temporary Swing Space within two (2) business days after the date of full lease execution by both parties, and shall thereafter diligently pursue obtaining such temporary certificate of occupancy. Tenant acknowledges that Landlord has made no representation or warranty as to the suitability of the Temporary Swing Space for the conduct of Tenant's business, and Tenant waives any implied warranty that the Temporary Swing Space is suitable for Tenant's intended purposes. Tenant's license of the Temporary Swing Space shall be subject to (and, during the Swing Space Period, Tenant must comply with) all of the terms and provisions of this Lease, except Tenant shall have no obligation to pay Basic Rental for the Swing Space (except as hereafter provided) during the Swing Space Period, but shall timely vacate and surrender the Temporary Swing Space at the end of the Swing Space Period, failing which, Tenant shall be in hold over as to the Temporary Swing Space and Tenant must pay (1) during the first thirty (30) days after the end of the Swing Space Period, Basic Rental for the Temporary Swing Space calculated using the Basic Rental rate for the Premises, pro-rated on a per diem basis for each day after the end of the Swing Space Period when Tenant has not vacated and surrendered the Temporary Swing Space; and (2) after the first thirty (30) days after the end of the Swing Space Period, Basic Rental for the Temporary Swing Space at 150% of the rate then in effect for the Premises and Landlord may also pursue a confession of judgment solely for possession of the Temporary Swing Space and not any other damages or remedies, pursuant to the Lease or at law, in equity or otherwise. Landlord acknowledges and agrees that (a) the foregoing shall be Landlord's exclusive remedies if Tenant fails to vacate the Temporary Swing Space and (b) Tenant shall not be liable for any special consequential, indirect, exemplary or punitive damages. Landlord shall provide janitorial services for the Temporary Swing Space. Tenant shall be responsible to reimburse Landlord for all Janitorial Costs (without a Janitorial Stop) for the Temporary Swing Space and the Snow Excess based upon the square footage of the Temporary Swing Space. Prior to the expiration of the Swing Space Period, Tenant shall remove all furniture, fixtures, equipment and wiring installed by Tenant and repair all damages caused by such removal and restoration. Tenant shall return the Temporary Swing Space to Landlord in good and broom clean condition, ordinary wear and tear excepted. If substantial completion of Landlord's Work and the Tenant Improvements are delayed and cannot be completed within the Swing Space Period due to a force majeure, contractor delay or Landlord's delay or for any other reason, excluding a Tenant Delay, the Swing Space Period shall automatically be extended until Landlord's Work and the Tenant Improvements are substantially complete. [SIGNATURES FOLLOW ON NEXT PAGE]

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. To the fullest extent possible, the terms and provisions of the Basic Lease Information and the Lease shall be read together so that the terms and provisions of the Basic Lease Information do not conflict with the terms and provisions of the Lease; provided, however, if any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

LANDLORD:

THE REALTY ASSOCIATES FUND X, L.P.,
a Delaware limited partnership

By: Realty Associates Fund X, LLC,
a Delaware limited liability company,
its general partner

By: TA Realty LLC,
a Massachusetts limited liability company,
its manager

By: /s/ Heather Hohenthal
Name: Heather Hohenthal
Title: Regional Director

TENANT:

PQ CORPORATION,
a Pennsylvania corporation

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President and General Counsel

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EXHIBITS

LEASE

THIS LEASE AGREEMENT (this "Lease") has a reference date of January 1, 2017, between THE REALTY ASSOCIATES FUND X, L.P., a Delaware limited partnership ("Landlord"), and PQ CORPORATION, a Pennsylvania corporation ("Tenant").

DEFINITIONS AND BASIC PROVISIONS

1. The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes.

LEASE GRANT

2. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. Except with respect to any obligations of Landlord expressly provided in this Lease, including, but not limited to Sections 8(e) and 8(f) and Exhibits H-1 and H-2, Tenant accepts the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, and regulations. Tenant acknowledges that Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. The taking of possession of the Premises shall be conclusive evidence that Tenant has inspected and accepts the Premises and that the Premises were in good condition at the time possession was taken except with respect to the obligations of Landlord expressly provided in this Lease, including, but not limited to Sections 8(e) and 8(f) and Exhibits H-1 and H-2. Except as expressly provided in this Lease, in no event shall Landlord be liable for any defects in the Premises or for any limitation on its use.

TERM

3. If the Commencement Date is not the first day of a calendar month, then the Term shall be extended by the time between the Commencement Date and the first day of the next month. Landlord and Tenant acknowledge and agree that Tenant is currently occupying the Premises pursuant to that certain Lease (as amended from time to time, the "Existing Lease") dated August 31, 2007 between Tenant, as tenant, and Landlord, as successor in interest to landlord thereunder. Effective as of the Commencement Date, the Existing Lease shall be deemed terminated, and neither Landlord nor Tenant shall have any obligations thereunder except to the extent accruing prior to the Commencement Date or expressly surviving the expiration of the Lease.

RENT

4. a. Payment. Tenant shall timely pay to Landlord the Basic Rental and all additional sums to be paid by Tenant to Landlord under this Lease, including the amounts set forth in Section 4.b. and Section 4.c., without deduction or set off (except as expressly provided in this Lease, including in connection with the Temporary Swing Space, or in Section 14 or Section 15), at Landlord's Address (or such other address as Landlord may from time to time designate in writing to Tenant). Basic Rental shall be payable monthly in advance. The first monthly installment of Basic Rental shall be payable on the day after the Abatement Period so that Tenant is not entitled to more than five (5) total months of abatement; thereafter, monthly installments of Basic Rental shall be due on the first day of the next full calendar month after the Abatement Period and continuing on the first day of each succeeding calendar month during the Term. Basic Rental for any fractional month immediately following the Abatement Period shall be prorated based on 1/365 of the current annual Basic Rental for each day of the partial month this Lease is in effect, and shall be due on the day after the Abatement Period. Notwithstanding anything contained herein to the contrary, Landlord acknowledges and agrees that Tenant shall be entitled to a credit in an amount equal to any Rent (as defined in the Existing Lease) paid by Tenant to Landlord pursuant to the Existing Lease (but less the Janitorial Costs Tenant is required to pay (and has not yet

paid) for the portion of the Premises for which janitorial services are provided and the Temporary Swing Space) for the period commencing on the Commencement Date through the date of Lease execution (including but not limited to January 2017 and February 2017 installments of Fixed Annual Rent as defined in the Existing Lease) ("Rent Credit"). The Rent Credit shall be credited against the first monthly installment of Basic Rental and to each subsequent installment of Basic Rental until the Rent Credit has been fully applied and reduced to zero.

b. Excesses. Commencing on January 1, 2018, Tenant shall pay an amount (per each rentable square foot in the Premises) equal to the difference between the actual Basic Cost per rentable square foot in the Building in the applicable calendar year and the actual Basic Cost per rentable square foot in the Building incurred during the Base Year ("Basic Cost Excess"). In addition, commencing on the Commencement Date, Tenant shall pay an amount (per each rentable square foot in in the Premises) equal to (i) all costs which Landlord incurs in connection with snow and ice removal for the parking areas and sidewalks associated with the Building ("Snow Removal Cost") that exceed $0.25 per rentable square foot per annum ("Snow Excess"), plus (ii) if Tenant does not elect to provide its own janitorial services as provided in Section 8.i, all costs which Landlord incurs in connection with performing janitorial services excluding the cost of all cleaning supplies which Tenant shall provide, at Tenant's cost, for the Premises ("Janitorial Costs") for the Building that exceed $1.00 per rentable square foot per annum (prorated, as appropriate, if janitorial is not provided to the entire Premises for the entire calendar year 2017) ("Janitorial Excess"; the Basic Cost Excess, Snow Excess and Janitorial Excess (if applicable) are each an "Excess" and collectively, the "Excesses"). Landlord may collect the amount for any Excess in a lump sum, to be due within thirty (30) days after Landlord furnishes to Tenant the Annual Cost Statement (defined below). Alternatively, Landlord may make a good faith estimate for any Excess to be due by Tenant for any calendar year or part thereof during the Term, and, unless Landlord delivers to Tenant a revision of such estimated Excess, Tenant shall pay to Landlord, on the first day of each calendar month, an amount equal to the estimated Excess for such calendar year or part thereof divided by the number of months in such calendar year during the Term. From time to time during any calendar year, Landlord may estimate and re-estimate any Excess to be due by Tenant for that calendar year and deliver a copy of the estimate or re-estimate to Tenant; provided that Landlord shall not estimate or re-estimate any Excess more than once in any calendar year. Thereafter, the monthly installments for the estimated or re-estimated Excess payable by Tenant shall be appropriately adjusted in accordance with the estimation or re-estimation so that, by the end of the calendar year in question, Tenant shall have paid the applicable Excess as estimated or re-estimated by Landlord. Any amounts paid based on such an estimate or re-estimate shall be subject to adjustment pursuant to Section 4.d. when the actual Basic Cost, Snow Removal Cost and Janitorial Cost, as applicable, are available for each calendar year.

c. Basic Cost Definition. For the purposes of this Lease, the term "Basic Cost" shall mean all expenses and disbursements of every kind (subject to limitations and excluding the exclusions set forth below) which Landlord incurs, pays or becomes obligated to pay in connection with the ownership, operation, and maintenance of the Building (including the associated parking facilities), pro-rated as provided in Sections 4.h. and 4.i., as applicable, determined in accordance with generally accepted federal income tax basis accounting principles consistently applied, including but not limited to the following:

(i) Wages and salaries (including management fees, not to exceed five percent (5%) of gross revenues of the Building for the applicable calendar year) of all employees engaged in the operation, repair, replacement, and maintenance, and security (if reasonably necessary) of the Building, including taxes, insurance and benefits relating thereto pro-rated to the extent such employees are engaged in operation, repair, replacement, maintenance and security of other buildings in addition to the Building (by way of example, the engineer for the Complex bills time to each building in the Complex based on the number of calls and the amount of time spent in each such building within the Complex);

(ii) All supplies and materials used in the operation, maintenance, repair, replacement, and security of the Building;

(iii) Annual cost of all capital improvements made to the Building which although capital in nature can reasonably be expected to reduce the normal operating costs of the Building, as well as all capital improvements made to the Building in order to comply with any law promulgated by any governmental authority not in effect as of the Commencement Date, but only to the extent of the amortized cost of such improvement over the useful economic life of such improvements as determined by Landlord in its reasonable discretion (without regard to the period over which such improvements may be depreciated or amortized for federal income tax purposes);

(iv) Cost of all electricity, water and other utilities for the Building, other than the cost of utilities directly reimbursed to Landlord (i.e., through submeters or comparable devices) or paid directly to utility providers by the Building's tenants;

(v) Cost of any insurance or insurance related expense applicable to the Building and Landlord's personal property used in connection therewith;

(vi) All taxes and assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing or management districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Building (or its operation), and the grounds, parking areas, driveways, and alleys on the Land, including, without limitation, margin taxes, excluding, however, federal and state taxes on income, inheritance taxes, gift taxes, excise taxes, transfer taxes, profit taxes (except as provided in this Lease), late payment charges and levies (collectively, "Taxes"). If the present method of taxation changes so that in lieu of the whole or any part of any Taxes levied on the Land or Building, there is levied on Landlord a capital tax directly on the rents received therefrom (as opposed to real property taxes) or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Building, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for the purposes hereof;

(vii) Cost of repairs, replacements, and general maintenance of the Building, including repair and general maintenance of the roof, foundation and exterior walls of the Building; and

(viii) Cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the Building (including, without limitation, alarm service, window cleaning, and elevator maintenance).

Notwithstanding anything to the contrary contained herein, the following are expressly excluded from the definition of the term "Basic Cost" (1) capital improvement costs made to the Building, other than capital improvements described in subparagraph (iii) above and except for items which, though capital for accounting purposes, are properly considered maintenance and repair items, such as painting of common areas, replacement of carpet in elevator lobbies, and the like; (2) repair, replacements and general maintenance costs paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant; (3) interest, amortization or other payments on loans of Landlord; (4) depreciation costs of the Building and Landlord's personal property; (5) leasing commissions, marketing costs, lease takeover costs, moving costs and other costs incurred solely in order to lease space in the Building; (6) legal fees and expenses, other than those incurred for the general benefit of the Building's tenants (e.g., Tax disputes); (7) costs for renovating or otherwise improving space for occupants of the Building or vacant space in the Building; (8) federal income taxes imposed on or measured by the income of Landlord from the operation of the Building; (9) rent or other costs for any ground leases affecting the Building; (10) costs for services provided by Landlord's affiliates to the extent in excess of that which would be incurred in an arms-length transaction; (11) all costs and expenses associated with the replacement of the roof, roof membrane or the two (2) existing thirty-three ton HVAC roof top units serving the Building, provided that Basic Costs shall include the cost of labor incurred to replace individual components of the HVAC units and all other mechanical, electrical and plumbing systems; (12) costs and expenses for items and services for which Tenant reimburses and directly pays to Landlord or directly pays third party providers; (13) the cost of repairs or other work occasioned by fire, windstorm or other insured casualty not by the exercise of eminent domain to the extent of the insurance proceeds or the condemnation awards received therefore; (14) Snow Removal Costs and Janitorial Costs, which shall be invoiced and reconciled separate and apart from Basic Cost; and (15) the cost of Landlord's Work and the Tenant Improvement Allowance.

d. Annual Cost Statement. Within 120 days after the expiration of each calendar year, or as soon as reasonably practicable but in no event more than one (1) year after each calendar year, Landlord shall furnish to Tenant a statement of Landlord's itemized actual Basic Cost, Snow Removal Cost and Janitorial Cost and the amount of the applicable Excess (the "Annual Cost Statement") for the previous year. If Landlord has elected for payments of any Excess to be made monthly in advance based on estimates or re-estimates (as provided in Section 4(b)) and the Annual Cost Statement reveals that Tenant paid more for the applicable Excess in such calendar year to which such statement applies, then Landlord shall promptly credit or reimburse Tenant for such overpayment by Tenant; likewise, if Tenant paid less than the applicable Excess in such calendar year to which the statement applies, then Tenant shall promptly pay Landlord such deficiency. Landlord shall be deemed to have waived any claim it may have to amounts that are not billed to Tenant within two (2) years after the expiration of the calendar year in which they are incurred.

e. Audit. Tenant, at its sole expense, shall have the right, within one hundred twenty (120) days after receiving the Annual Cost Statement for a particular year ("Audit Period") to review Landlord's books and records relating to the Basic Cost, Janitorial Cost and Snow Removal Cost for such year if there is a Basic Cost Excess, Janitorial Excess or Snow Removal Excess. Such review shall be conducted only during regular business hours at Landlord's office and only after Tenant gives Landlord fourteen (14) days prior written notice. Tenant shall deliver to Landlord a copy of the results of such review within the Audit Period if Tenant intends to dispute any Excess. If Landlord and Tenant are not able to agree on the amount of any adjustments to any Excess within thirty (30) days following the delivery of Tenant's results, Tenant, at its sole cost, may, at its option, hire an independent auditor that is not compensated on a contingency fee basis, or a nationally recognized accounting firm (i.e., a "Top 4" or "Top 5") which auditor or accounting firm will be mutually and reasonably acceptable to both Landlord and Tenant. The results of such audit shall be binding on the parties. All information obtained

through Tenant's audit with respect to financial matters (including, without limitation, costs, expenses, income) and any other matters pertaining to the Landlord and/or the Building as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the audit shall be confidential and governed by Section 26.q. As a condition precedent to Tenant's exercise of its right to audit, Tenant must deliver to Landlord a signed agreement from the auditor selected by Landlord and Tenant in a form reasonably satisfactory to Landlord acknowledging that all of the results of such audit as well as any compromise, settlement, or adjustment reached between Landlord and Tenant shall be held in strict confidence and shall not be revealed in any manner to any person (i) except upon prior written consent of Landlord and Tenant, which consent may be withheld in such party's sole discretion or (ii) unless necessary in connection with any litigation between Landlord and Tenant or (iii) unless required by law or court order. If it is ultimately determined that Landlord has overstated any Excess by more than five percent (5%), Landlord agrees to pay the auditor its reasonable fees associated with such audit, not to exceed $5,000.00. If within such one hundred twenty (120) day period Tenant does not give Landlord written notice stating in reasonable detail any objection to the Annual Cost Statement, Tenant shall be deemed to have approved such statement in all respects. No subtenant (except for an Affiliate of Tenant) shall have any right to conduct an audit and no assignee (except for an Affiliate of Tenant) shall conduct an audit for any period during which such assignee was not in possession of the Premises.

f. Electrical Costs. The Premises are separately metered and Tenant has and will continue to maintain a direct contract with the electricity provider. Tenant shall timely pay the cost of all electricity used by the Building directly to the electricity provider ("Electrical Costs").

g. Basic Cost Cap. Basic Cost is comprised of "Controllable Costs" and "Non-Controllable Costs." Controllable Costs are those components of Basic Cost that are not related to Taxes, insurance, snow removal, janitorial services, association fees, utilities, force majeure events, costs not within Landlord's control and/or collectively-bargained union wages. Non-Controllable Costs are those components of Basic Cost that are not Controllable Costs. Notwithstanding any provision of the Lease to the contrary, for the purpose of calculating Basic Cost each year during the initial Term of the Lease, the items of Controllable Costs shall be deemed not to increase more than five percent (5%) per calendar year (determined on a compounding basis throughout the initial Term of the Lease) for each calendar year from and after the Base Year; provided, however, that no item of Basic Cost other than Controllable Costs shall be subject to the foregoing limitation; and provided further, that the percentage increase shall be determined on a cumulative basis such that if the average increase for all expired calendar years and the next calendar year is less than five percent (5%), then the percentage increase for the next calendar year may exceed five percent (5%) so long as the average increase for all expired calendar years and the next calendar year do not exceed five percent (5%) per calendar year. There shall be no cap on Non-Controllable Costs. For avoidance of doubt, the parties acknowledge and agree that the Snow Removal Costs and Janitorial Costs are not capped.

h. Tenant's Pro-rata Share of the Complex. Landlord separately contracts for services to the buildings within the Complex on a building by building basis. In the event that a contract applies to the entire Complex, Tenant's pro-rata share shall be the rentable square footage in the Premises divided by the rentable square footage in the Complex. The Complex currently contains 280,414 rentable square feet.

i. Tenant's Pro-Rata Share - Taxes. Since the Building and Land are currently on a shared tax parcel with the building known as the 200 building within the Complex, Tenant's pro-rata share of Taxes shall be the rentable square footage in the Premises divided by the rentable square footage in the 200 building. The Tax parcel currently contains 45,600 rentable square feet.

DELINQUENT PAYMENT; HANDLING CHARGES

5. All payments required of Tenant hereunder shall bear interest from the date due (as extended by the notice and cure period set forth in Section 17(a) below) until paid at an interest rate equal to 12% per annum. Alternatively, and in lieu of the foregoing, Landlord may charge Tenant a fee equal to 5% of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

SECURITY DEPOSIT

6. Intentionally deleted.

UTILITY INTERRUPTION AND USE

7. a. NO LIABILITY. INTERRUPTION OR MALFUNCTION OF ANY UTILITY OR TELEPHONE SERVICE AND/OR FAILURE TO MAINTAIN TEMPERATURE OR ELECTRICAL CONSTANCY LEVELS SHALL NOT CONSTITUTE A BREACH BY LANDLORD, NOR SHALL SAME BE DEEMED TO CAUSE AN EVICTION (CONSTRUCTIVE OR ACTUAL) OR DISTURBANCE OF TENANT, NOR SHALL SAME RELEASE TENANT FROM ANY OBLIGATION UNDER THIS LEASE, NOR SHALL SAME GRANT TO OR ENTITLE TENANT TO ANY RIGHT TO OFFSET OR RENT ABATEMENT, AND NEITHER LANDLORD NOR LANDLORD'S AGENTS, REPRESENTATIVES OR EMPLOYEES SHALL BE LIABLE FOR DAMAGES (CONSEQUENTIAL OR OTHERWISE) AS A RESULT OF SUCH INTERRUPTION OR MALFUNCTION. MOREOVER, NO SUCH INTERRUPTION OR MALFUNCTION OF SERVICES OR FAILURE TO MAINTAIN TEMPERATURE OR ELECTRICAL CONSTANCY LEVELS, OR THE RESULTS OR EFFECTS THEREOF, SHALL BE CONSTRUED AS AN EVICTION (CONSTRUCTIVE OR ACTUAL) OF TENANT OR AS A BREACH OF ANY IMPLIED WARRANTY OF SUITABILITY, NOR WILL SAME RELIEVE TENANT FROM THE OBLIGATION TO PERFORM ANY COVENANT OR AGREEMENT HEREIN, AND IN NO EVENT SHALL LANDLORD BE LIABLE FOR DAMAGE AS A RESULT OF ANY SUCH INTERRUPTION OR MALFUNCTION OF SERVICES OR FAILURE TO MAINTAIN TEMPERATURE OR ELECTRICAL CONSTANCY LEVELS. The foregoing does not and shall not relieve Landlord of any express repair, maintenance and replacement obligation in this Lease.

b. Excess Utility Use. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts or otherwise exceeding Building capacity unless approved in advance by Landlord. Landlord shall provide the electrical capacity for the Building to Tenant and Tenant will use the electricity in the Building so as not to exceed the capacity of existing feeders and risers to or wiring in the Building (including any changes to the capacity or wiring resulting from Landlord's Work or the Tenant Improvements). No machinery or equipment shall be permitted that shall cause vibration, noise or disturbance beyond the Premises. Tenant shall not overload any floor or part thereof in the Premises or the Building, bringing in, placing, storing, installing or removing any large or heavy articles, and Landlord may prohibit, or may direct and control the location and size of, safes and all other heavy articles, and may require, at Tenant's sole cost and expense, supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight. Except as provided above, this Section 7.b. shall not apply to the Landlord's Work or the Tenant Improvements.

IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE

8. a. Improvements; Alterations. Improvements and alterations to the Premises shall be installed or made at the expense of Tenant only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, which approval shall not be unreasonably withheld with respect to non-structural improvements or alterations, but in Landlord's sole discretion with regard to structural improvements or alterations and improvements or alterations to the exterior of the Building; provided, however, notwithstanding anything to the contrary contained herein, Tenant shall have the right without Landlord's approval to make interior, non-structural alterations or improvements (that do not require work to be performed outside of the Building or do not alter the Building systems) in any calendar year that do exceed $25,000 individually or $35,000 in the aggregate during such calendar year. All improvements or alterations performed by or for Tenant shall be performed in good and workmanlike manner quality. Landlord acknowledges and consents to Tenant's installation of the IT room/AC equipment and supplemental HVAC equipment so long as Tenant provides Landlord with the specifications for such supplemental HVAC equipment, such supplemental HVAC equipment is installed in accordance with any applicable codes and such supplemental HVAC equipment does not exceed Building system capacities. All improvements and alterations made by or for Tenant shall comply with insurance requirements and with applicable law, ordinances, and regulations, including, without limitation and to the extent applicable, laws and regulations regarding removal or alteration of structural or architectural barriers to handicapped or disabled persons (and Tenant shall construct at its expense any alteration required by such laws or regulations, as they may be amended). Tenant shall not paint or install signs, window or exterior door lettering, or advertising media of any type on the outside of the Building without the prior written consent of Landlord, in Landlord's sole discretion. Obligations and ownership of alterations, additions, or improvements at surrender shall be governed by Section 21. Approval by Landlord of any of Tenant's drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. Notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for the cost of all work required to comply with the retrofit requirements of the Americans with Disabilities Act of 1990, and all rules, regulations, and guidelines promulgated thereunder, as the same may be amended from time to time, necessitated by any installations, additions, or alterations made in or to the Premises at the request of or by Tenant or by Tenant's use of the Premises (other than retrofit work whose cost has been particularly identified as being payable by Landlord in an instrument signed by Landlord and Tenant), regardless of whether such cost is incurred in connection with retrofit work required in the Premises or in other areas of the Building. This Section 8.a. shall not apply to the Tenant Improvements which shall be governed by and paid for as provided in Exhibit H-1 and H-2.

b. Repairs; Maintenance. Tenant shall maintain the Premises in a clean, safe, operable, attractive condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Premises or Land caused by Tenant or Tenant's agents, employees or representatives. If Tenant fails to make such repairs or replacements (a) immediately, if there is an emergency situation, or (b) within

thirty (30) days after Tenant's actual knowledge or written notice from Landlord regarding the occurrence of such damage (or such longer period if a longer period is needed based on the repair or replacement, but in no event exceeding ninety (90) days). In either such instance, and notwithstanding anything contained in this Lease to the contrary, Landlord may make the same at Tenant's cost. In lieu of having Tenant repair any such damage to the outside of the Premises, Landlord may repair such damage at Tenant's cost. The actual cost of any repair or replacement work performed by Landlord under this Section 8.b. shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor including reasonable evidence of the cost of the repair work.

c. Performance of Work. All work described in this Section 8 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord, which consent shall not be unreasonably withheld or delayed; provided, however, Landlord may require Tenant to use Landlord's third-party contractor if such alteration, physical addition or improvement affects any systems, warranties or structural portions of the Premises or the Building so long as Landlord's third-party contractor's cost is not materially higher than the price of an arms-length contractor. If Landlord's third-party contractor's cost is materially higher, Tenant shall notify Landlord and the parties shall reasonably cooperate to agree on a solution to insure the warranties remain in effect. Notwithstanding anything contained herein to the contrary, Tenant shall not be obligated to obtain Landlord's approval for any contractor performing improvements or alterations for which Tenant is not obligated to obtain Landlord's consent, but must give Landlord (or its Complex representative/manager) prior notice of the performance of the improvements and alterations and Landlord must be named as an additional insured on such contractor's insurance policy. The party engaging the contractors and subcontractors shall cause the contractors and subcontractors to add Landlord and Tenant as an additional insured on such contractor's insurance. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be approved by the Building's engineer of record.

d. Mechanic's Liens. Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor and reasonable evidence of such payment.

e. Mandatory Roof Replacement. Landlord shall replace the roof of the Building at Landlord's sole cost and expense on or before the earlier to occur of (a) the end of the fifth (5th) year following the Commencement Date, or (b) a commercially reasonable period of time after the Roof Replacement Condition is satisfied. The "Roof Replacement Condition" shall occur when the costs incurred during the Term to maintain and repair the roof of the Building, including parts and labor, exceed $30,000.00, excluding any damage caused by Tenant. Landlord acknowledges and agrees that the $5,760.00 that has been budgeted for repair and maintenance of the roof during calendar year 2017 shall be applied to and included in the calculation of the Roof Replacement Condition.

f. Mandatory HVAC Replacement. Landlord shall replace the two (2) existing thirty-three ton HVAC roof top units serving the Building (each an "Existing HVAC Unit" and collectively, the "Existing HVAC Units") at Landlord's sole cost and expense on or before the end of the fifth (5th) year following the Commencement Date; provided, however, if the HVAC Replacement Condition for an Existing HVAC Unit is satisfied before the end of the fifth (5th) year following the Commencement Date, then Landlord shall replace such Existing HVAC Unit within a commercially reasonable period of time after the HVAC Replacement Condition is satisfied for such Existing HVAC Unit. The "HVAC Replacement Condition" shall occur when the costs incurred during the Term to maintain and repair an Existing HVAC Unit, including parts and labor, exceeds $35,000.00 per unit, excluding damage caused by Tenant. For the avoidance of doubt, the occurrence of the HVAC Replacement Condition with respect to one (1) of the Existing HVAC Units shall not obligate Landlord to replace the Existing HVAC Unit for which the HVAC Replacement Condition has not occurred.

g. Landlord's Repair and Maintenance. Subject to reimbursement by Tenant as provided in this Lease, in addition to Sections 8.e. and 8.f., Landlord, throughout the Term of this Lease, shall, except to the extent the damage is caused by Tenant or its employees, agents, or representatives: (i) maintain and make all necessary repairs replacements to the structure, footings, foundations, structural steel columns and girders forming a part of the Building; (ii) maintain, repair and replace all HVAC Building systems (except as provided in Section 8.h. below), plumbing, electric and other systems serving the Building, and (iii) maintain and make all necessary repairs and replacements to the Building outside of the Premises and to any Common Areas (including Snow Removal), and (iv) provide janitorial services for the Premises Monday through Friday of each week (excluding all holidays observed in the Commonwealth of Pennsylvania) in accordance with guidelines agreed to by the parties unless Tenant has elected to obtain its own janitorial service as provided in Section 8.i. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Complex that are designated by Landlord from time to time for the general non-exclusive use of Landlord, Tenant and Tenant's respective employees, suppliers, customers and invitees, including, but not limited to, common entrances, parking areas, loading and unloading areas, roadways and sidewalks.

h. Supplemental HVAC. Except for the Tenant Improvements, Tenant shall be liable, at its sole cost and expense, for installing maintaining and replacing all supplemental air conditioning units (excluding the Existing HVAC Units) or other supplemental equipment in the Premises necessary for Tenant's operation of its business.

i. Janitorial Services. Notwithstanding anything to the contrary contained in this Lease, Tenant may elect to perform its own janitorial services within the interior of the Premises at any point during the Term provided that the scope of services, products and janitorial contractor are all approved by Landlord, such approval not to be unreasonably withheld. If Tenant elects to perform such services, Tenant agrees to provide Landlord with at least one hundred twenty (120) days advance written notice as to a date when Tenant will begin such service. Upon the commencement of such service, Tenant shall not be obligated to pay Landlord the Janitorial Excess.

j. Landlord's Work and Tenant Improvements. Landlord's Work and Tenant Improvements shall be governed by Exhibit H-1 and H-2, respectively.

USE

9. Tenant shall use the Premises only for the Permitted Use and shall comply with all laws, orders, rules, and regulations relating to the use, condition, and occupancy of the Premises. The Premises shall not be used for any use which is disreputable or creates extraordinary fire hazards or results in an increased rate of insurance on the Building or its contents or the storage of any hazardous materials or substances. If, because of Tenant's acts, Landlord's rate of insurance on the Building or its contents increases, Tenant shall pay to Landlord the amount of such increase on demand. Tenant shall conduct its business and control its agents, employees, and invitees in such a manner as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building. Tenant shall adopt and implement the following guidelines to avoid developing excessive moisture or mold growth: (a) to report any maintenance problems involving water, moist conditions, or mold to the Landlord promptly and conduct its required activities in a manner which prevents unusual moisture conditions or mold growth; (b) to not block or inhibit the flow of return or make-up into the HVAC system; (c) to maintain the suite at a consistent temperature and humidity level to prevent mold, mildew or moisture conditions and otherwise in accordance with the Landlord's reasonable instructions; (d) to keep the Premises clean, especially in bathrooms, kitchens, janitorial spaces and other spaces with running water, to remove mildew and prevent or correct moist conditions; and (e) to maintain water in all drain traps at all times. Tenant agrees to promptly notify Landlord if Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks) and allow Landlord to evaluate and make recommendations.

ASSIGNMENT AND SUBLETTING

10. a. Transfers; Consent. Except for a Transfer to an Affiliate as provided in Section 10.f., Tenant shall not, without the prior written consent of Landlord (which Landlord agrees will not be unreasonably withheld), (i) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as
to result in a change in the current control of Tenant, (iv) sublet any portion of the Premises, or (v) grant any license, concession, or other right of occupancy of any portion of the Premises other than to an Affiliate (any of the events listed in clauses (i) through (v) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and other information reasonably necessary to enable Landlord to determine the proposed transferee's creditworthiness and character. Tenant shall reimburse Landlord for its reasonable attorneys' fees and other expenses incurred in connection with considering any request for its consent to a Transfer, not to exceed $5,000. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder (unless such Transfer is by merger, operation of law or the sale of the stock of Tenant); however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer, and only to the extent of the rent it has agreed to pay Tenant therefor. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect, as long as such Event of Default remains uncured, directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. If an Event of Default occurs, Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

b. Standards for Approval. It shall be reasonable for Landlord to withhold its consent to any Transfer if (i) there is an Event of Default at the time of the Transfer request or anytime thereafter, but prior to the Transfer, (ii) the financial responsibility (including, without limitation, the fact that the proposed assignee or sublessee is less able financially to pay the Rent under this Lease as and when they are due and payable), nature of business, and character of the proposed transferee are not all reasonably satisfactory to Landlord, (iii) in the reasonable judgment of Landlord the purpose for which the transferee intends to use the Premises (or a portion thereof) is not in keeping with Landlord's standards for the Building or would impose a burden on the parking facilities, elevators, common areas or utilities that is greater than the burden imposed by Tenant, (iv) the proposed transferee is a government entity or quasi governmental entity or agency, (v) the proposed sublease or assignment is for less than the entire Premises or for less than the remaining Term of the Lease, (vi) the Basic Rental payable by the proposed transferee is less than the greater of: (x) the then prevailing fair market rental rate as reasonably determined by Landlord, or (y) the Basic Rental payable by Tenant under the Lease and/or (vii) the Transfer would cause Landlord to be in violation of any of its obligations under another lease or agreement to which Landlord is a party. The foregoing shall not exclude any other reasonable basis for Landlord to withhold its consent. Landlord shall have no liability for damages to Tenant or to any proposed transferee, and Tenant shall not be permitted to terminate this Lease, if it is adjudicated that Landlord's consent has been unreasonably withheld and such unreasonable withholding of consent constitutes a breach of this Lease or other duty to Tenant, the proposed transferee or any other person on the part of Landlord. In such event, Tenant's sole remedy shall be to have the proposed Transfer declared valid as if Landlord's consent had been given.

c. Leveraged Buyout. The involvement by Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise) whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in Tenant's Net Worth (as hereinafter defined) being reduced to below $10,000,000, shall be considered to be an assignment of this Lease by Tenant to which Landlord may reasonably withhold consent.

d. Cancellation. Landlord may, within thirty (30) days after submission of Tenant's written request for Landlord's consent to a Transfer, cancel this Lease (or, as to a subletting or assignment, cancel as to the portion of the Premises proposed to be sublet or assigned) as of the date the proposed Transfer was to be effective. If Landlord cancels this Lease as to any portion of the Premises, then (i) this Lease shall cease for such portion of the Premises, (ii) Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed Transfer and upon such payment Tenant shall be released from any liability related to the portion of the Premises to which the Lease is no longer effective, and (iii) all Rent due from Tenant to Landlord shall be adjusted to reflect the reduction in the size of the Premises. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

e. Additional Compensation. Tenant shall pay to Landlord, immediately upon receipt thereof, 50% of all compensation received by Tenant for a Transfer that exceeds (i) the Basic Rental, plus (ii) Tenant's share of Excess allocable to the portion of the Premises covered thereby, plus (iii) all costs incurred by Tenant related to such Transfer, including but not limited to, brokerage commissions, alteration and improvement costs for such transferee, reasonable attorney's fees and credits or abatements given to the transferee.

f. Affiliate Transfers. Notwithstanding anything to the contrary set forth herein, Tenant shall be permitted to assign this Lease, or sublet all or a portion of the Premises, to an Affiliate without the prior consent of Landlord, if all of the following conditions are first satisfied: (a) Tenant shall give Landlord at least thirty (30) days prior written notice of such assignment or subletting; (b) no Event of Default has occurred and is continuing under this Lease; (c) a fully executed copy of such assignment or sublease, the assumption of this Lease by the assignee or acceptance of the sublease by the sublessee, or a copy of the merger, consolidation or stock purchase agreement, as applicable, and such other information regarding the assignment or sublease as Landlord may reasonably request, shall have been delivered to Landlord; (d) the Premises shall continue to be operated solely for the use specified in this Lease; (e) Tenant shall pay all costs reasonably incurred by Landlord in connection with such assignment or subletting, including, without limitation, attorneys' fees, not to exceed $5,000; and (f) the Affiliate remains an Affiliate of Tenant during the Term of this Lease; and (g) the combined Net Worth of the Affiliate and Tenant at the time of such assignment or subletting is equal to or greater than $10,000,000. As used herein, the term "Affiliate" shall mean an entity which (i) directly or indirectly controls the subject party, (ii) is under the direct or indirect control of the subject party, (iii) is under common direct or indirect control with the subject party, (iv) with which the subject party is merged or consolidated, or (v) which acquires all or substantially all of the subject party's assets or stock. Control shall mean ownership of fifty-one percent (51%) or more of the voting securities or rights of the controlled entity. Tenant acknowledges and agrees (and agrees at the time of such assignment or subletting to confirm) that in each instance described above, Tenant shall remain liable for the performance of the terms and conditions of this Lease despite such assignment or subletting. "Net Worth" of Tenant as described in this Lease shall mean the net worth of Tenant determined using audited financial statements prepared using generally accepted accounting principles consistently applied by an independent firm of certified public accountants engaged by Tenant.

INSURANCE; WAIVERS; SUBROGATION; INDEMNITY

11. a. Insurance. Tenant shall obtain and keep in force during the Term of this Lease a commercial general liability policy of insurance with coverages acceptable to Landlord, in Landlord's reasonable discretion based on buildings similar to the Building and uses similar to the Permitted Use, which protects Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $3,000,000 per occurrence with an "Additional Insured-Managers and Landlords of Premises Endorsement". The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. Tenant shall obtain and keep in force during the Term of this Lease "all risk" extended coverage property insurance with coverages acceptable to Landlord, in Landlord's reasonable discretion based on buildings similar to the Building and uses similar to the Permitted Use. Said insurance shall be written on a one hundred percent (100%) replacement cost basis on Tenant's personal property, all tenant improvements installed at the Premises by Landlord or Tenant, Tenant's trade fixtures

and other property. Such policies shall provide protection against any peril included within the classification "fire and extended coverage," against vandalism and malicious mischief, theft, sprinkler leakage, earthquake damage and flood damage. If this Lease is terminated as the result of a casualty in accordance with Section 15, the proceeds of said insurance attributable to the replacement of all tenant improvements at the Premises shall be paid to Landlord. If insurance proceeds are available to repair the tenant improvements, at Landlord's option, all insurance proceeds Tenant is entitled to receive to repair the tenant improvements shall be paid by the insurance company directly to Landlord, Landlord shall select the contractor to repair and/or replace the tenant improvements, and Landlord shall cause the tenant improvements to be repaired and/or replaced to the extent insurance proceeds are available. Tenant shall, at all times during the Term hereof, maintain in effect workers' compensation insurance as required by applicable law and business interruption and extra expense insurance reasonably satisfactory to Landlord. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis (except the pollution policy may be on a claims-made basis), be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless thirty (30) days prior written notice shall have been given to Landlord, and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). The pollution insurance shall be on terms and conditions required by owners of buildings similar to the Building and uses similar to the Permitted Uses and reasonably acceptable to Landlord; provided Landlord acknowledges that the pollution insurance Tenant maintained under the Existing Lease is satisfactory to Landlord. Such policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the Lease Term and upon each renewal of said insurance.

b. Waiver; No Subrogation. Landlord shall not be liable to Tenant or Tenant's employees, agents, contractors, invitees, subtenants, assignees or those claiming by, through, or under Tenant for any sickness or injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any personal property (each a "Loss") caused by (i) any condition in the Premises (including mold, mildew and other moisture conditions), (ii) theft, vandalism or criminal acts that occur in the Premises, (iii) any acts or omissions of third parties in the Premises, (iv) Landlord performing repairs or alterations in the Premises or (v) Landlord's failure to make repairs in the Premises, except the case of each of the foregoing if such Loss is caused by Landlord's or its representatives, employees or agents gross negligence or misconduct. Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms hereof, REGARDLESS OF WHETHER THE NEGLIGENCE OR FAULT OF THE OTHER PARTY CAUSED SUCH LOSS; however, Landlord's waiver shall not include any deductible on insurance policies carried by Landlord (which shall be part of Basic Cost). Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

c. INDEMNITY BY TENANT. EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LANDLORD OR ITS REPRESENTATIVES, EMPLOYEES OR AGENTS, AND SUBJECT TO SECTION 11.B., TENANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LANDLORD AND ITS REPRESENTATIVES, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING

REASONABLE ATTORNEYS' FEES) FOR ANY LOSS ARISING FROM ANY OCCURRENCE IN THE PREMISES OR FROM TENANT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LEASE (OTHER THAN A LOSS ARISING FROM THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS REPRESENTATIVES, EMPLOYEES OR AGENTS), EVEN THOUGH CAUSED OR ALLEGED TO BE CAUSED BY THE JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OR FAULT OF LANDLORD OR ITS AGENTS, AND EVEN THOUGH ANY SUCH CLAIM, CAUSE OF ACTION, OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON THE STRICT LIABILITY OF LANDLORD OR ITS AGENTS. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY LANDLORD AND ITS AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN LANDLORD OR ITS AGENTS ARE JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT WITH TENANT. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LEASE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, IN NO EVENT SHALL TENANT BE LIABLE OR REQUIRED TO INDEMNIFY LANDLORD FOR ANY CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES FROM ANY LOSS OCCURRING OUTSIDE OF THE PREMISES, EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED BY TENANT, ITS REPRESENTATIVES, EMPLOYEES, CONTRACTORS OR AGENTS.

d. INDEMNITY BY LANDLORD. SUBJECT TO SECTION 11.B, SECTION 26.B. AND THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TENANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), FOR DAMAGE TO PERSON (INCLUDING DEATH OR INJURY) OR PROPERTY OCCURRING IN THE COMMON AREAS TO THE EXTENT ITS ADJUDICATED THAT SUCH LOSS WAS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY OF LANDLORD'S REPRESENTATIVES, EMPLOYEES OR AGENTS.

SUBORDINATION ATTORNMENT; NOTICE TO LANDLORD'S MORTGAGEE

12. a. Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Landlord's Mortgagee"); provided that Tenant's agreement in this Section 12.a. is conditioned on any existing or future Landlord's Mortgagee recognizing the validity of this Lease and Tenant's right of possession and not disturbing Tenant's occupancy (collectively, the "Non-Disturbance Condition"). So long as the Non-Disturbance Condition is satisfied, Landlord's Mortgagee may at any time, without notice to or consent of Tenant, elect to subordinate any such Mortgage or Primary Lease to this Lease.

b. Attornment. So long as the Non-Disturbance Condition is satisfied, Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

c. Notice to Landlord's Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

d. SNDA. As of the Commencement Date, Landlord represents and warrants that there is no Mortgage or Primary Lease encumbering the Building or the Land. In the event Landlord encumbers the Building or the Land with a Mortgage or Primary Lease, Tenant shall have the right to request from Landlord, in writing, that Landlord use commercially reasonable efforts to obtain a subordination and non-disturbance agreement ("SNDA") from Landlord's Mortgagee on Landlord's Mortgagee's standard form which must provide that (i) so long as Tenant has not committed an Event of Default under the Lease, upon Landlord's Mortgagee foreclosure of the Premises or termination of the Primary Lease, as applicable, Mortgagee shall not disturb Tenant's possession or occupancy under Lease and Tenant shall attorn to said Landlord's Mortgagee, (ii) Landlord's Mortgagee shall be bound by the Lease and all amendments thereto entered into on or before the date of the SNDA, and (iii) provided Tenant gives Landlord's Mortgagee written notice of any default by Landlord under the Lease, Landlord's Mortgagee shall have a reasonable opportunity to perform Landlord's obligations after the date of such notice. In such case, if Landlord's Mortgagee denies the SNDA request or does not respond, Landlord shall have no liability for such failure and the terms and conditions of this Section 12 shall continue to apply. Any fee associated therewith shall be at Tenant's sole cost and expense and Landlord's request shall be conditioned upon Tenant's remittance of said fee.

RULES AND REGULATIONS

13. Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit B. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building, will not unreasonably interfere with Tenant's use of the Premises and are provided to Tenant in writing. Tenant shall be responsible for the compliance with such rules and regulations by its employees, agents, and invitees.

CONDEMNATION

14. a. Taking - Landlord's and Tenant's Rights. If any part of the Building is taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), and such Taking prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so within sixty (60) days after the Taking. Such relocation may be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within ninety (90) days after Landlord has notified Tenant of its intention to relocate Tenant. If Landlord does not elect to relocate Tenant following such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within ninety (90) days after the Taking, Rent shall be apportioned as of the date of such Taking and the parties shall have no further obligations under the Lease except for provisions that expressly survive termination. If Landlord does not relocate Tenant and Tenant does not terminate this Lease or if such Taking does not prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such

Taking (as determined by Landlord), then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking, and Landlord shall do such work as is reasonably necessary for Tenant to operate in the remaining portion of the Premises provided the cost of such work shall not exceed the amount Landlord receives for the condemnation award.

b. Taking - Landlord's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to Landlord's Mortgagee, then this Lease, at the option of Landlord, exercised by written notice to Tenant within ninety (90) days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease then, subject to the rights of Landlord and Tenant in Section 14.a., this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 14.a.

c. Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken, and Tenant may separately pursue a claim against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

FIRE OR OTHER CASUALTY

15. a. Repair Estimate. If the Premises or the Building are damaged by fire or other casualty or in the event the Premises become untenantable due to the existence of Hazardous Materials not brought upon, stored or released or produced by Tenant in violation of Environmental Requirements, as defined below (each event being deemed a "Damage Event"), Landlord shall, within sixty (60) days after such Damage Event, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Damage Event.

b. Landlord's and Tenant's Rights. If a material portion of the Premises or the Building is damaged by a Damage Event such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Damage Event and Landlord estimates that the damage caused thereby cannot be repaired within two hundred seventy (270) days after the Damage Event, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so in the Damage Notice. Such relocation may be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within ninety (90) days after Landlord has delivered the Damage Notice to Tenant. If Landlord does not elect to relocate Tenant following such Damage Event, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. If Landlord does not relocate Tenant and Tenant does not terminate this Lease, then (subject to Landlord's rights under Section 15.c.) Landlord shall repair the Building or the Premises, as the case may be, as provided below, and Rent for the portion of the Premises rendered untenantable by the damage shall be abated on a proportionate basis from the date of damage until the completion of the repair, unless Tenant intentionally caused such damage, in which case, Tenant shall continue to pay Rent without abatement.

c. Landlord's Rights. If a Damage Event damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Damage Event to Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within sixty (60) days after the Damage Notice has been delivered to Tenant, and all Rent shall be abated as of the date of the Damage Event so long as Tenant did not intentionally cause Damage Event.

d. Repair Obligation. If neither party elects to terminate this Lease following a Damage Event, then Landlord shall, within a reasonable time after such Damage Event, commence to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Damage Event; however, Landlord shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises, and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Damage Event in question.

e. Last Six (6) Months of the Lease. Without limiting Landlord's rights under this Section 15, in the event the Premises shall, in Landlord's reasonable judgment, be substantially damaged due to Damage Event during the last six (6) months of the Term of this Lease, Tenant did not intentionally cause said Damage Event and Tenant has not extended the Term of the Lease, Landlord or Tenant may elect to terminate this Lease effective upon giving notice of such election, in writing, to the other party within thirty (30) days after the occurrence of the Damage Event.

f. Timing of Restoration. If Landlord undertakes restoration of the Premises and Building pursuant to this Section 15, Landlord shall use reasonable diligence in completing such repairs, but if Landlord fails to substantially complete the same within two hundred seventy (270) days from the date of the Damage Event, subject to force majeure events, Tenant may, at its option and as Tenant's sole remedy, terminate this Lease by written notice given to Landlord within ten (10) days following the expiration of the applicable 270-day period, whereupon both parties shall be released from all further obligations and liability hereunder, other than those expressly surviving termination.

TAXES

16. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable (as described in the foregoing sentence) are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand after written notice to Tenant including evidence of such increase being related to Tenant's personal property, furniture or fixtures, that part of such taxes for which Tenant is primarily liable hereunder.

EVENTS OF DEFAULT

17. Each of the following occurrences shall constitute an "Event of Default":

a. Tenant's failure to pay Rent, or any other sums due from Tenant to Landlord under the Lease when due and the continuance of such failure for a period of five (5) business days; provided, that, in addition to the foregoing cure period, Landlord shall give Tenant written notice of the first failure by Tenant to pay Rent or other sums due to Landlord in any consecutive 12-months of the Term of this Lease and if Tenant fails to cure the same within five (5) business days following the date of Landlord's notice, such failure shall be an Event of Default;

b. Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of thirty (30) days following the date of written notice from Landlord or if such failure cannot be reasonably cured within such 30-day period, such extended period, as shall reasonably be expected to cure the same (but in no event more than 90 days from the date of Landlord's written notice to Tenant of an Event of Default), provided Tenant commences the cure within the 30-day period and is diligently pursuing the same to completion;

c. The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 17.c., any guarantor of the Tenant's obligations hereunder) (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease and such appointment is not vacated within sixty (60) days after appointment; or (iv) for the reorganization or modification of Tenant's capital structure; and

d. The admission by Tenant in writing that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

For avoidance of doubt, the defined term "Event of Default" includes any applicable notice and cure periods and if Tenant cures the failure or action within the notice and cure period, then such failure or action shall not be an Event of Default.

REMEDIES

18. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

a. Terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of (i) all Rent accrued hereunder through the date of termination, (ii) all amounts due under Section 19.a., and (iii) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the then-current Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southeast Edition, in its listing of "Money Rates", minus (B) the then present fair rental value of the Premises for such period, similarly discounted; or

b. Terminate Tenant's right to possession of the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 19.a., and (iii) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the then-current Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use commercially reasonable efforts to relet the Premises on such terms and conditions as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises). Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting, provided that Landlord uses commercially reasonable efforts to relet and collect rent as provided in Section 19.c. below. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired then-current Term;

rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section 18.b. If Landlord elects to proceed under this Section 18.b., it may at any time elect to terminate this Lease under Section 18.a.

c. Additionally, without notice, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

PAYMENT BY TENANT; NON-WAIVER

19. a. Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all reasonable costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including standard brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default.

b. No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

c. Reletting. Tenant acknowledges that Landlord has entered into this Lease in reliance upon, among other matters, Tenant's agreement and continuing obligation to pay all Rent due throughout the Term. Upon Landlord's termination of this Lease and Tenant's possession after the occurrence of an Event of Default, to the extent required under then applicable law, Landlord agrees to use commercially reasonable efforts to relet the Premises; provided, however, in connection therewith, Tenant agrees that Landlord has no obligation to: (i) relet the Premises (A) at a rental rate or otherwise on terms below market, as then determined by Landlord in its sole discretion; (B) to any entity not satisfying Landlord's then standard financial credit risk criteria; (C) for a use (1) not consistent with Tenant's use prior to the Event of Default; (2) which would violate then applicable law or any restrictive covenant or other lease affecting the Building; (3) which would impose a greater burden upon the Building's parking, HVAC or other facilities; and/or (4) which would involve any use of Hazardous Materials; (ii) divide the Premises, install new demising walls or otherwise reconfigure the Premises to make same more marketable; and/or (iii) relet the Premises, if to do so, Landlord would be required to alter other portions of the Building, make ADA-type modifications or otherwise install or replace any sprinkler, security, safety, HVAC or other Building operating systems.

INTENTIONALLY DELETED

20. Intentionally deleted.

SURRENDER OF PREMISES

21. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located thereon broom clean and in good repair and condition, reasonable wear and tear (and condemnation and fire or other casualty damage (including a Damage Event) not intentionally caused by Tenant, as to which Sections 14 and 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises. At the time of expiration or termination of this Lease, Tenant shall remove (a) all trade fixtures, equipment, wiring, cabling, furniture and the IT room/AC equipment; and (b) such alterations, additions, improvements performed by or for Tenant, as Landlord may request (unless Landlord at the time of such request for approval agrees in writing that Tenant shall not be required to remove such improvement or alteration upon Lease expiration). Tenant shall repair all damage caused by such removal. Notwithstanding the foregoing, Tenant shall not be obligated to remove the Landlord's Work or the Tenant Improvements completed in accordance with Exhibit H-1 and H-2, attached hereto, unless with respect to Tenant Improvements, Landlord notifies Tenant otherwise in writing at the time such Tenant Improvements are approved in accordance with Exhibit H-2. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The provisions of this Section 21 shall survive the end of the Term.

HOLDING OVER

22. If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, (i) Tenant shall pay, in addition to the other Rent, a daily Basic Rental equal to 150% of the daily Basic Rental payable during the last month of the Term; and (ii) if Tenant holds over for more than thirty (30) days after the end of the Term, in addition to the amount in (i) above, Landlord shall be entitled to pursue consequential damages, if any, resulting from such hold over but only to the extent the consequential damages relate to the period after the first 30 days of the hold over (and not to the first thirty (30) days of the holdover) and, in addition, Landlord may also pursue a confession of judgment solely for possession of the Premises. Landlord acknowledges and agrees that the damages and remedies in this Section 22 are Landlord's exclusive damages and remedies for a holdover and Landlord shall not be entitled to any other damages or to pursue any other remedies under this Lease, at law, in equity or otherwise. In addition to and without limiting the foregoing, Landlord acknowledges and agrees that the damages and remedies in this Section shall be Landlord's exclusive damages and remedies if Tenant fails to vacate the Premises at the end of the Term.

CERTAIN RIGHTS RESERVED BY LANDLORD

23. Provided that the exercise of such rights does not unreasonably interfere with Tenant's use or occupancy of the Premises, Landlord shall have the following rights (so long as Landlord provides Tenant prior email or oral notice, except in the event of an emergency, in which case, no prior notice is necessary but Landlord shall notify Tenant as soon as reasonably practical):

a. To make inspections and repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof but only to the extent of the rights or obligations of Landlord provided in this Lease; for such purposes, to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, and corridors in the Building; to temporarily interrupt or suspend Building services and facilities, to temporarily close certain Common Areas for inspections, repairs, alterations, changes or improvements;

b. In the event of an emergency, to take such reasonable measures as Landlord deems necessary for the security of the Building and its occupants;

c. To change the name by which the Building is designated; and

d. To enter the Premises during reasonable business hours and upon reasonable prior written notice to show the Premises to prospective purchasers, lenders, or tenants; provided, however, that Landlord shall only have the right to show the Premises to prospective tenants during the last eighteen (18) months of the Lease.

Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be required to give Tenant notice of any janitorial services provided by Landlord under this Lease that are performed as part of the ordinarily schedule agreed to by the parties. The parties shall cooperate to schedule and implement safety drills for the Building.

SUBSTITUTION SPACE

24. Intentionally deleted.

ENVIRONMENTAL REQUIREMENTS

25. a. General. Except for such incidental cleaning agents and solutions or maintenance materials used in the ordinary course or materials and goods stored as part of Tenant's business operations including in connection with any janitorial services (but such use and storage shall be in compliance with all Environmental Requirements), Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or store or use any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Requirements, and will obtain, comply with, and properly maintain all permits and licenses, or applications required by Environmental Requirements for its operations. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, or other similar enactments of any governmental authority of agency, and any applicable judicial, administrative or regulatory decrees, judgments, orders, or policies regulating or relating to any Hazardous Materials or pertaining to health, safety, industrial hygiene, or the environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Air Act; the Federal Water Pollution Control Act; the Federal Hazardous Materials Transportation Act; and all state and local counterparts, supplements or additions thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes petroleum (as defined in CERCLA), asbestos and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements.

b. Indemnity. Tenant shall indemnify, defend, and hold Landlord and its partners, officers, directors, agents and employees harmless from and against any and all losses (including, without limitation, all consequential damages and loss of rental income) claims, demands, actions, suits, damages (including, without limitation, punitive damages owed to third parties), fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses (including, without limitation, reasonable consultant fees, attorneys' fees, or expert fees) to the extent related to Tenant's use or operations during the Term or to the extent caused by a breach of the Tenant's obligations under Section 25.a. by Tenant, its agents, employees or representatives, regardless of whether Tenant had knowledge of such noncompliance; provided, that notwithstanding the foregoing, Tenant shall only be responsible to indemnify as provided above for consequential damages, loss of rental income, punitive damages or any other

indirect damages if a final, non-appealable decision is rendered by a court of competent jurisdiction stating that Tenant, its agents, employees or representatives released Hazardous Materials in, on or about the Land in violation of the Environmental Requirements and then only to the extent of Tenant's release. The indemnification and hold harmless obligations of Tenant shall survive any termination of this Lease, any renewal, and/or expansion or amendment of this Lease and/or the execution and delivery of any new lease with Tenant covering all or any portion of the Building.

c. Assessments. Landlord shall have access to, and a right to perform inspections and tests of, the Premises as it may require to determine Tenant's compliance with Environmental Requirements and Tenant's obligations under this Section 25. Access shall be granted to Landlord upon Landlord's prior written notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. At the expiration or earlier termination of the Lease, Landlord shall have the right, at its option, to undertake an environmental assessment of the Premises to determine Tenant's compliance with all Environmental Requirements. All such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests definitively reveal that Tenant released the Hazardous Material on or under the Premises or that Tenant has not complied with all Environmental Requirements, in which case Tenant shall immediately, upon demand, reimburse Landlord for the cost of such inspection and tests. Landlord and Tenant agree that Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

d. Landlord's Obligations. Landlord shall be responsible, at its expense (and at no cost to Tenant), for the cost of clean up or any other remedial measures for any Hazardous Materials in, on or about the Building or the Land caused by Landlord or its agents, employees or representatives. Any environmental remediation costs that are not caused by Tenant in violation of Environmental Requirements shall not be included in any costs passed through to Tenant (other than any required air quality tests in the Building). Landlord shall defend, indemnify and hold harmless Tenant and its partners, officers, directors, agents and employees from and against any and all losses, claims, actions, damages, liabilities, penalties, and expenses (including all reasonable attorney's, consultant's and expert's fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon) to the extent resulting from a proven violation by Landlord or its agents, employees or representatives of any Environmental Requirements impacting the Building or Land.

MISCELLANEOUS

26. a. Landlord Transfer. Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any obligations hereunder occurring after the date of such assignment or transfer.

b. Landlord's Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable from the interest of Landlord in the Building and the Land, and Landlord shall not be personally liable for any deficiency. Landlord shall not be in default hereunder and Tenant shall not have any remedy or cause of action unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary but in no event longer than ninety (90) days after written notice from Tenant, so long as Landlord commenced the cure of the default in such thirty (30) day period and is diligently pursuing the cure of such default). Except as expressly provided herein, if Landlord is in default hereunder, Tenant's exclusive remedy shall be an action for damages, and Tenant's damages shall be limited to Tenant's actual direct (excluding consequential, special, exemplary and punitive damages) damages therefor.

c. Force Majeure. Other than for Tenant's monetary obligations under this Lease and obligations of either party which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, bio-terrorism, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

d. Brokerage. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease except Cushman & Wakefield ("Landlord's Broker") and Jones Lang LaSalle (collectively, the "Brokers"). Landlord will pay all commissions due to the Brokers pursuant to one or more separate written agreements. Landlord and Tenant shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party; provided, however that Tenant shall have no obligation to indemnify Landlord for any amounts due to the Brokers except to the extent Tenant executes a separate agreement with either Broker after the full execution of this Lease and such separate agreement expressly provides Tenant is responsible to pay a commission thereunder.

e. Estoppel Certificates. From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefor, a certificate signed by Tenant, to Tenant's actual knowledge confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request subject to exceptions and additional facts provided by Tenant. Within thirty (30) days after receipt of written request by Tenant, Landlord shall execute, acknowledge and deliver to Tenant (or its designee) a written statement certifying to the best of Landlord's actual knowledge, (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Basic Rental currently payable by Tenant to Landlord; (iii) the Basic Costs currently payable by Tenant to Landlord; (iv) the date to which Basic Rental and Basic Costs have been paid in advance; (v) the amount of any security deposited with Landlord; and (vi) any other information reasonably requested without investigation or inquiry by Landlord. Any such statement may be relied upon by an investor, purchaser, assignee or lender.

f. Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (ii) hand delivered to the intended address, or (iii) sent by reputable overnight courier service (e.g., Federal Express or DHL). Notice sent by certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

g. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

h. Amendments; and Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by any party unless such waiver is in writing signed by such party, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee (subject to and to the extent provided in Section 12), no third party shall be deemed a third party beneficiary hereof.

i. Quiet Enjoyment. Provided there is no Event of Default, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.

j. Intentionally Deleted.

k. Captions. The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.

l. No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

m. No Offer. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

n. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

o. Entire Agreement. This Lease including the exhibits and Basic Lease Information constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

p. Relationship of Parties. This Lease shall create the relationship of landlord and tenant only as between Landlord and Tenant.

q. Confidentiality. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate other leases with respect to the Building and may impair Landlord's relationship with other tenants of the Building. Tenant agrees that it and its partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity without the prior written consent of Landlord

which may be given or withheld by Landlord, in Landlord's sole discretion. Each party acknowledges and agrees that the other party may disclose the terms of this Lease without consent of the other party (i) if required by law or court order, (ii) in order to comply with the terms of this Lease, (iii) in connection with a transfer of all or any portion of its interest in the Lease by agreement or by operation of law, or (iv) to any Affiliate of a party or any creditor of any party. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach. Subject to the following terms and conditions, Landlord agrees to maintain the non-monetary confidential nature of the Lease based on standards typically employed by a publically traded company. Further, Landlord and Tenant can disclose the contents of this Lease to all parties who need to know in connection with their respective businesses, including, without limitation, agents, brokers, managers, lenders, potential purchasers, auditors, attorneys and accountants.

r. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

s. Authority. If any party is a corporation, trust, or general or limited partnership, such party represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of said party, that said party is duly authorized to enter into this Lease, and that this Lease is enforceable against said party in accordance with its terms. If Tenant is a corporation, trust or partnership, Tenant shall deliver to Landlord, at Landlord's request, commercially reasonable evidence of such authority.

t. Time of Essence. Time is of the essence with respect to each of the obligations to be performed by Tenant and Landlord under this Lease.

u. WAIVER OF TRIAL BY JURY. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY WHERE THE BUILDING IS LOCATED, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.

v. No Recording by Tenant. Tenant shall not record in any public records any memorandum or any portion of this Lease.

w. OFAC. As of the date of this Lease, Tenant and its Affiliates are not, and to Tenant's knowledge, without investigation, its or its Affiliate's partners, members, shareholders, equity owners, employees, officers, directors, representatives or agents are not, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action. For purposes of this Section, the term "Affiliate" does not include items (iv) and (v) of the definition of Affiliate set forth in Section 10.f.

x. Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises, Common Areas or the Building, and Landlord shall have no liability to Tenant, its agents, employees, contractors and invitees due to Landlord's failure to provide such services. The foregoing assumption of risk shall not restrict Tenant's ability to sue other third parties providing security services to the Complex. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from implementing security measures for the Complex or any part thereof, in which event the cost thereof (pro-rated for Tenant's share) shall be included within the definition of Basic Cost.

y. Tenant Access. Landlord represents and warrants to Tenant that Tenant shall have the ability to access to the Premises, at all times, subject to Landlord's rights under Section 23.a. above.

z. Landlord's Right to Perform Tenant's Duties. Upon any Event of Default related to any obligation of Tenant under this Lease, Landlord shall have the right (but not the obligation), to perform such obligation on behalf and at the expense of Tenant without further notice to Tenant, and all reasonable sums expended or reasonable expenses incurred by Landlord in performing such obligation shall be deemed to be Rent under this Lease and shall be due and payable to Landlord within fifteen (15) days after a demand is made by Landlord and reasonable evidence of the costs and expenses are provided to Tenant.

aa. NOTICE OF INDEMNIFICATION. THIS LEASE CONTAINS INDEMNIFICATION PROVISIONS WHICH EACH SHALL EXPRESSLY SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

bb. Financial Statements. Tenant shall furnish Landlord with true and complete copies of its most recent annual and quarterly financial statements prepared by Tenant or Tenant's accountants and any other financial information or summaries that Tenant typically provides to its lenders if Landlord requests such information in writing for any sale, transfer or financing related to the Building or Landlord, provided that prior to Tenant providing such information the purchaser, transferee or lender, as applicable, and Landlord shall execute a commercially reasonable confidentiality agreement with Tenant. Tenant represents to Landlord that as of the date of Lease execution, Tenant's Net Worth (as defined in Section 10) is equal to or greater than $10,000,000.00.

cc. Abatement Personal. If and to the extent that this Lease provides for the abatement of any Rent or other charges due from Tenant under this Lease, including, without limitation, parking charges or storage space charges, any such abatement is personal to the original named Tenant under this Lease and its Affiliates and is not transferable to any assignee of Tenant's rights under this Lease (other than an Affiliate). If Tenant's rights are assigned, then, as of the effective date of such assignment, any such abatements that have not occurred shall terminate and be rendered of no force or effect and the Rent or other charges shall be payable going forward at the rate otherwise applicable for such period. In no event shall Tenant, an Affiliate or any assignee or transferee of Tenant be obligated to repay any amount for any abatement that has previously occurred.

dd. NO CONSEQUENTIAL DAMAGES. In no event shall Landlord or Tenant be liable to the other for any special, consequential, indirect, exemplary or punitive damages or for any lost profits or revenues; provided, however, Tenant shall remain liable for all such damages but only to the extent expressly provided in Sections 22 and 25.

ee. Generator. Tenant shall have the right to install an emergency generator, at its option, as more particularly provided in Exhibit I attached hereto.

ff. Counterparts. This Lease may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Lease may be executed by PDF electronically and each party has the right to rely upon said counterpart of this Lease signed by the other party to the same extent as if such party had received an original counterpart. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic signature of either party, whether upon this Lease or any related document shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED THIS LEASE TO TENANT IN THE MANNER SET FORTH IN THIS SECTION (BY PDF) OR AS PROVIDED IN SECTION 26.f.

Landlord and Tenant are knowledgeable and experienced in commercial transactions and agree that the provisions set forth in this Lease for determining charges, amounts and additional rent payable by Tenant are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF, DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

[SIGNATURES FOLLOW NEXT PAGE]

DATED as of the date first above written.

LANDLORD:

THE REALTY ASSOCIATES FUND X, L.P.,
a Delaware limited partnership

By: Realty Associates Fund X, LLC,
a Delaware limited liability company,
its general partner

By: TA Realty LLC,
a Massachusetts limited liability company,
its manager

By: /s/ Heather Hohenthal
Name: Heather Hohenthal
Title: Regional Director

TENANT:

PQ CORPORATION,
a Pennsylvania corporation

By: /s/ Joseph S. Koscinski
Name: Joseph S. Koscinski
Title: Vice President and General Counsel

EXHIBIT A

OUTLINE OF PREMISES

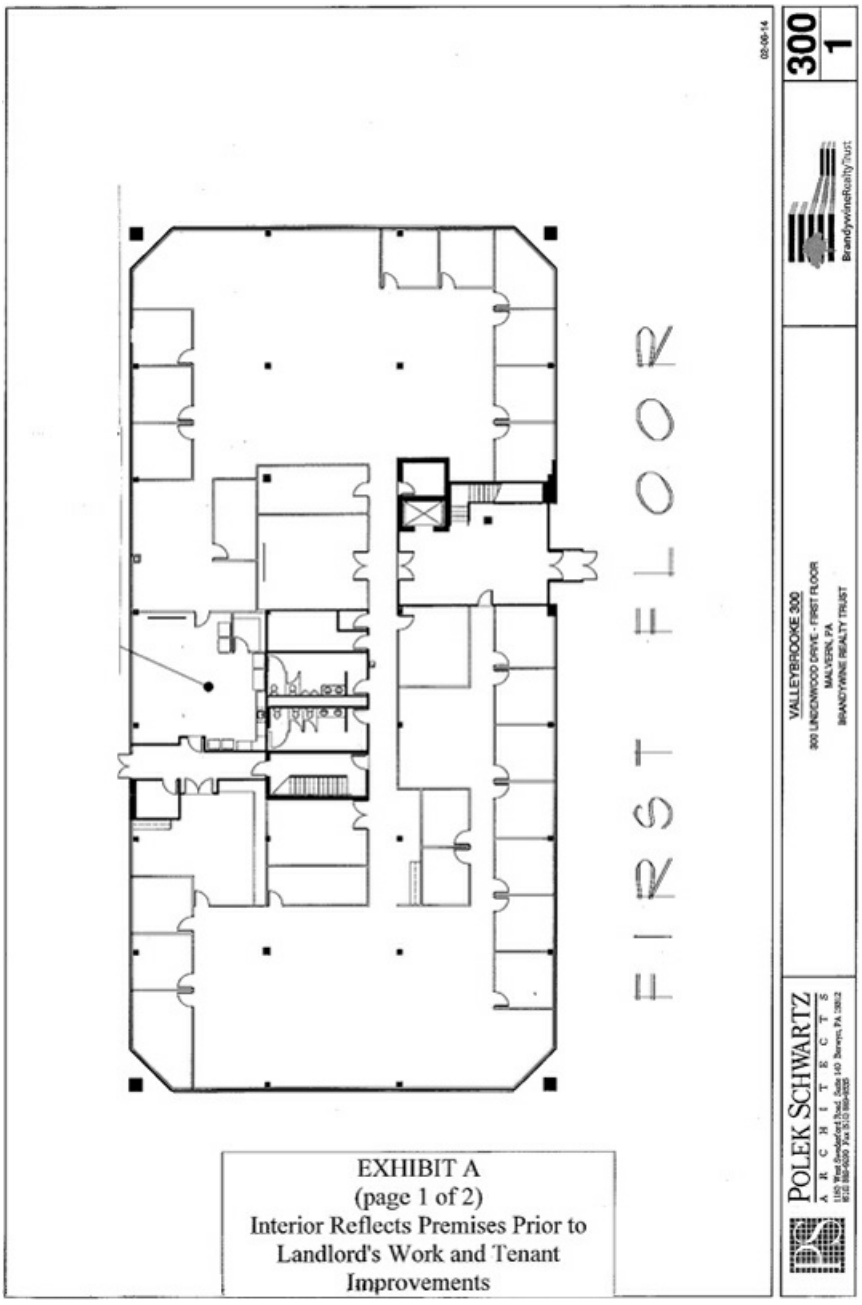
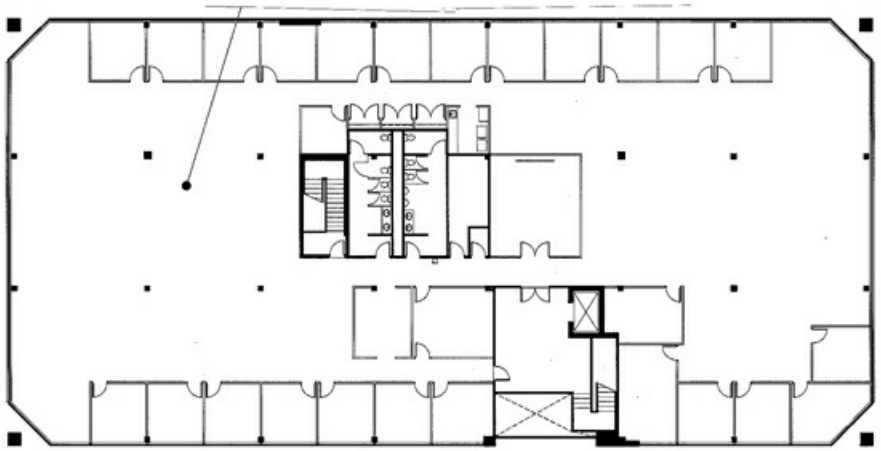


EXHIBIT A
(page 1 of 2)
Interior Reflects Premises Prior to Landlord's Work and Tenant Improvements

EXHIBIT A
(page 2 of 2)
Interior Reflects Premises Prior to Landlord's Work and Tenant Improvements



SECOND FLOOR

02-08-14

POLEK SCHWARTZ
ARCHITECTS
1180 West Swedesford Road, Suite 140 Berwyn, PA 19312
(610) 993-0300 Fax (610) 993-0333

VALLEYBROOKE 300
300 LINDENWOOD DRIVE - SECOND FLOOR
MALVERN, PA
BRANDYWINE REALTY TRUST

BrandywineRealtyTrust

300
2

EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking garage associated therewith, the Land and the appurtenances thereto:

1. Sidewalks shall not be obstructed by Tenant or used by Tenant for purposes other than ingress and egress to and from the Premises.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord; provided that Landlord consents to Tenant placing the company logo on the glass entrance doors so long as such logo is removable and approved in advance by Landlord; provided that Landlord approves the existing logo on the entrance doors. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.

4. Tenant has installed, with Landlord's approval, Tenant's own security access system with card readers, security cameras and alarm system which is monitored and maintained by Tenant, at Tenants cost and expense. Landlord shall have the right to retain keys to the locks on the entry doors to the Premises and all interior doors at the Premises.

5. Tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in movement of furniture or office equipment by Tenant or its agent, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such Tenant.

6. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property by Tenant while in the Building, shall be repaired at the expense of Tenant.

7. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about Tenant's Premises. No portion of Tenant's Premises shall at any time be used or occupied as sleeping or lodging quarters.

8. Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean. Except as expressly provided in the Lease, Tenant shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

9. Tenant shall not make or permit any improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

10. No machinery of any kind (other than normal office equipment, refrigerators, IT room/AC equipment and coffee and vending machines), including, without limitation, space heaters, supplemental units, humidifiers, air cleaners and the like, shall be operated by Tenant on the Premises. Tenant shall not use or keep in the Building any flammable or explosive fluid or substance.

11. Landlord will not be responsible for lost or stolen personal property, money or jewelry from Tenant's Premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

12. The Building shall be available for use according to the rules of the United States Postal Service, if applicable.

13. Landlord may designate the Building a“no-smoking” building and restrict or prohibit smoking anywhere within or outside the Building, except in any area designated by Landlord for such purpose.

14. No guns or other firearms are permitted anywhere in or around the Building.

EXHIBIT C

PARKING

Tenant shall be permitted to use up to one hundred thirty-eight(138) non-reserved vehicular parking spaces in the parking areas, easements, or other areas in close proximity to the Building, all on a first come, first serve basis (the "Parking Areas") during the Term at no additional cost, subject to reconfiguration by Landlord upon prior notice to Tenant so long as such reconfiguration does not reduce the parking spaces available for Tenant and such parking remains in close proximity to the Building. Tenant's use of such spaces remains subject to such rules and regulations as are from time to time applicable to patrons of the Parking Area (and provided to Tenant); provided, however, no spaces in the Parking Areas shall be reserved for any tenant or occupant. If Tenant sublets any portion of the Premises or assigns any of its interest in this Lease (other than to an Affiliate) then the parking spaces allocated to Tenant hereunder shall be reduced to the extent the ratio between the rentable square feet of the Premises and the parking spaces granted to Tenant hereunder exceeds the standard ratio of parking spaces per rentable square foot as established by Landlord from time to time, but in no event shall such ratio be less than 4 spaces for every 1,000 rentable square feet of the Premises.

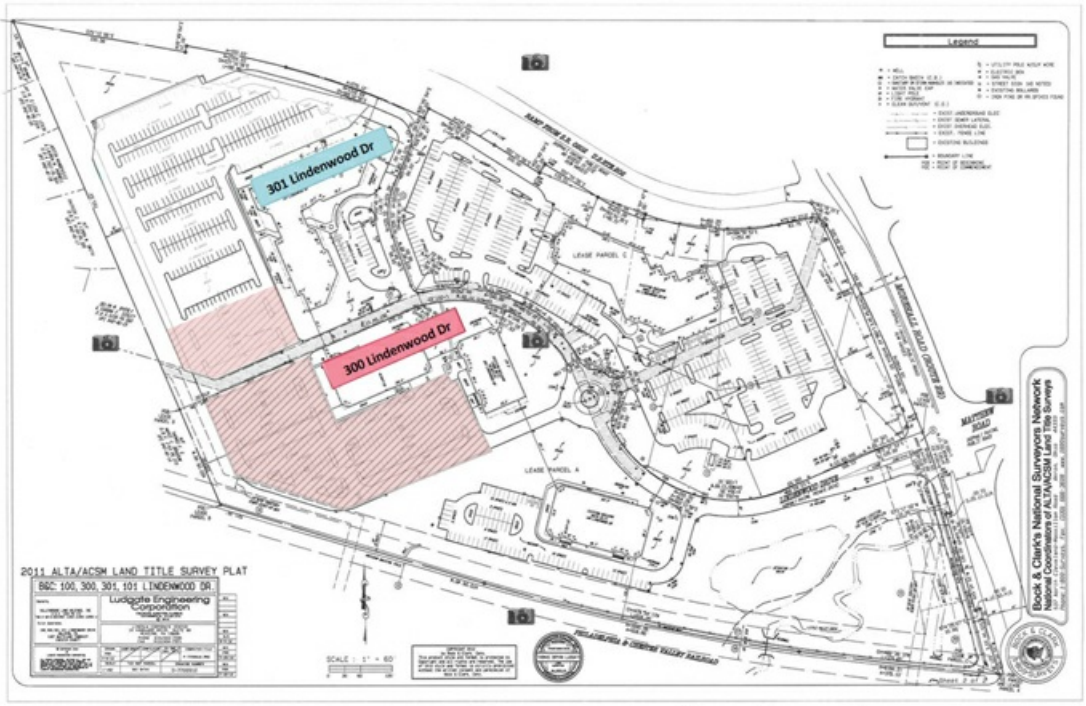

301 Lindenwood Dr
300 Lindenwood Dr
Legend
2011 ALTA/ACSM LAND TITLE SURVEY PLAT
BGC: 100, 300, 301, 101 LINDENWOOD DR.
Ludgate Engineering Corporation
Book & Clark's National Surveyors Network
National Coordinators of ALTA/ACSM Land Title Surveys
SCALE : 1" = 60'
LEASE PARCEL C
LEASE PARCEL A
MADISON ROAD
Key
Close Proximity

EXHIBIT D

PENNSYLVANIA RIDER

In addition to, and not in lieu of any of the foregoing rights granted to Landlord:

IF AN EVENT OF DEFAULT OCCURS DURING THE TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF, AND ALSO WHEN AND AS SOON AS THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OF PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT EVENT OF DEFAULT OR EVENT OF DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE SAID PREMISES.

In any action to confess judgment in ejectment, Landlord shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

(INITIAL). TENANT WAIVER. TENANT SPECIFICALLY ACKNOWLEDGES THAT TENANT HAS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. TENANT FURTHER SPECIFICALLY AGREES THAT IN THE EVENT OF DEFAULT, LANDLORD MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGEMENT BY CONFESSION AND EXECUTING UPON SUCH JUDGMENT. IN SUCH EVENT AND SUBJECT TO THE TERMS SET FORTH HEREIN, LANDLORD SHALL PROVIDE FULL CREDIT TO TENANT FOR ANY MONTHLY CONSIDERATION WHICH LANDLORD RECEIVES FOR THE LEASED PREMISES IN MITIGATION OF ANY OBLIGATION OF TENANT TO LANDLORD FOR THAT MONEY. FURTHERMORE, TENANT SPECIFICALLY WAIVES ANY CLAIM AGAINST LANDLORD AND LANDLORD'S COUNSEL FOR VIOLATION OF TENANT'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS LEASE.

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

RENEWAL OPTION

Provided no Event of Default exists at the time of such election, Tenant may renew this Lease for two (2) additional periods of five (5) years each on the same terms provided in this Lease (except as set forth below), by delivering written notice (the "Renewal Notice") of the exercise thereof to Landlord not later than twelve (12) months before the expiration of the then current Term. On or before the commencement date of such extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

(1) The Basic Rental payable for each month during such extended Term shall be the prevailing rental rate for buildings comparable to the Building, at the commencement of such extended Term, for space of equivalent quality, size, utility and location, with the length of the extended Lease Term and the credit standing of Tenant to be taken into account;

(2) If the extension that is the subject of the amendment is for the second (2nd) five (5) year renewal period and Tenant has timely and properly exercised the first5-year renewal period, Tenant shall have no further renewal options unless hereafter expressly granted by Landlord in writing; and

(3) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements and any portion of the Tenant Improvement Allowance that has not been used or credited as provided in Exhibit H-2 shall be forfeited at the end of the Initial Term.

Landlord shall deliver written notice (the "Landlord Notice") to Tenant, within sixty (60) days after Landlord's receipt of a timely Renewal Notice, which sets forth the Basic Rental determined by Landlord to be payable during the renewal period after consideration of the factors set forth under clause (1) above. Tenant shall have the right, within thirty (30) days following the date of the Landlord Notice, to deliver written notice to Landlord that Tenant elects to revoke its exercise of the renewal option (the "Revocation Notice"). If Tenant delivers a Revocation Notice, Tenant shall have no further rights under this Exhibit and this Lease shall terminate upon the expiration of the then-current Term. If Tenant timely delivers a Renewal Notice but fails to timely deliver a Revocation Notice, this Lease shall be extended for the applicable five (5) year renewal on the terms set forth above and at the Basic Rental specified in the Landlord Notice. For avoidance of all doubt, in the event that Tenant has multiple options to extend or renew this Lease, a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised.

Tenant's rights under this Exhibit shall terminate if (i) this Lease or Tenant's right to possession of the Premises is terminated, (ii) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, except if Tenant transfers to an Affiliates as permitted under Section 10.f of the Lease, or (iii) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof.

EXHIBIT G

ONE-TIME TERMINATION OPTION

Tenant shall have the one-time option to terminate this Lease (the "Termination Option") in its entirety effective as of April 30, 2023 (the "Early Termination Date") by delivering to Landlord notice of Tenant's intent to terminate this Lease (the "Termination Notice") at least twelve (12) months prior to the Early Termination Date (the "Termination Notice Date"), together with fifty percent (50%) of the Termination Fee (defined below). If Tenant fails to deliver the Termination Notice simultaneously with fifty percent (50%) of the Termination Fee on or before the Termination Notice Date, this Termination Option shall be null and void. If there is any Event of Default by Tenant under this Lease on or before the date Tenant delivers the Termination Notice or on or before the Early Termination Date, the Termination Option shall be void, and the Lease shall remain in effect. If Tenant properly exercises its Termination Option, Tenant shall pay the remaining fifty percent (50%) of the Termination Fee sixty (60) days prior to the Early Termination Date and this Lease shall terminate as of the Early Termination Date. The "Termination Fee" shall be the total aggregate amount of the brokerage commission, the cost of Landlord's Work, Tenant Improvement Allowance (less any TI Credit remaining as of the Early Termination Date), rent credits, rental abatements, reasonable attorney's fees, and improvement costs paid for by Landlord, which would be unamortized as of the Early Termination Date, such amounts to be amortized over the Basic Rental paying portion of the Term (i.e., excluding the Abatement Period). This Termination Option shall not apply to any other space leased by Tenant in the complex. This right is personal to the undersigned Tenant (including any Affiliate that Tenant transfer this Lease to as provided in Section 10.f) and shall become null and void upon an assignment of this Lease or a sublease of the Premises except a transfer to an Affiliate as provided in Section 10.f.

EXHIBIT H-1

WORK LETTER

1. Landlord's Work. Landlord agrees to use reasonable efforts to complete the following work, using available colors and materials mutually agreed on by Landlord and Tenant, at Landlord's expense, within one hundred eighty (180) days following full Lease execution, subject to force majeure events and Tenant Delays (the "Landlord's Work"):

- Renovation of the existing restrooms, with said finishes jointly determined by Landlord and Tenant.
- Renovation / replacement of existing lobby and entryway flooring to wood like tile finish to be jointly determined between Landlord and Tenant,
- Installation of a new HVAC Head-end control unit within the Building so Tenant has the ability to regulate the temperature.
- Comfort balancing of existing HVAC system (after Tenant Improvements are completed).
- Additional HVAC/ventilation to service the entry vestibule area, which shall be mutually agreed upon by Tenant and Landlord.
- Compliance with the Americans with Disabilities Act and all other handicap regulations relating to the Landlord's Work.

2. Tenant Improvement Allowance. In addition to the Landlord's Work, Tenant shall be entitled to a Tenant Improvement Allowance (the "Tenant Improvement Allowance") in a total amount equal to ***$25.00 per rentable square foot of the Premises***, which shall be applied to tenant improvements made to the Premises and to furniture, fixtures and equipment (the "Tenant Improvements"). Tenant has elected to have Landlord complete the Tenant Improvements and the construction thereof and the payment of Tenant Improvement Allowance shall be in accordance with Exhibit H-2, attached hereto.

EXHIBIT H- 2

COMPLETE BY LANDLORD

1. Tenant Improvements. All Tenant Improvements made to the Premises shall be performed by Landlord. The Tenant Improvements shall be paid for from the Tenant Improvement Allowance (as defined below), and provided Tenant approves (or is deemed to have approved) costs for Tenant Improvements in excess of the Tenant Improvement Allowance, such excess amounts shall be paid for by Tenant, at Tenant's sole cost and expense. Compliance with the Americans with Disabilities Act and all other handicap regulations relating to the construction of the Tenant Improvements or the use or occupancy of the Premises (excluding Landlord's Work) shall be paid for from the Tenant Improvement Allowance and any excess costs by Tenant.

2. Tenant Improvement Allowance.

2.1 Tenant Improvement Allowance. The Tenant Improvement Allowance shall be used for the costs incurred relating to the initial design and construction of the Tenant Improvements and all other items listed in the Cost Breakdown, including FF&E. In no event shall Landlord be obligated to make disbursements pursuant to this Work Letter in a total amount which exceeds the Tenant Improvement Allowance. In the event that the Cost Breakdown (as defined below) exceeds the Tenant Improvement Allowance and provided Tenant approves (or is deemed to have approved) the Cost Breakdown in excess of Tenant Improvement Allowance, Tenant shall pay to Landlord the sum in excess of the Tenant Improvement Allowance by cashier's check, which payment shall be made within ten (10) days of Landlord's notice to Tenant that Landlord is prepared to commence construction.

2.2 Cost Breakdown. Promptly following approval of the Final Construction Drawings (as defined below), Landlord shall provide Tenant with a breakdown of the estimated total cost of the Tenant Improvements ("Cost Breakdown"), including, without limitation: construction cost of the Tenant Improvements; architectural and engineering fees relating to the preparation and review of the Space Plan and the Construction Drawings (inclusive of all design work above and below the ceiling); governmental agency plan check, permit and other fees; sales and use taxes; testing and inspection costs; construction fees (including general contractor's overhead and supervision fees and the construction supervisory fee, if not already included in the bid); and the cost of computer or telephone wiring or any cost of purchasing furniture, fixtures or equipment (collectively, "FF&E"). Within ten (10) days after receipt by Tenant of the Cost Breakdown, Tenant shall either approve the same in writing or shall provide Landlord with a detailed list of revisions to the approved Construction Drawings or comments to the Cost Breakdown. Tenant's failure to timely send Landlord notice within such ten (10) day period shall be deemed Tenant's approval thereof for all purposes.

2.3 Cost Increases. In the event that the cost of the Tenant Improvements increases subsequent to Tenant's approval of the Cost Breakdown due to the requirements of any governmental agency imposed with respect to the construction of the Tenant Improvements or due to any other unforeseeable circumstances, Landlord shall notify Tenant and Tenant shall have the right to approve such increases or work with Landlord to make changes to the plans to offset the increases. If Tenant approves the increases, Tenant shall pay to Landlord the amount of such increase within ten (10) days of Landlord's written notice; provided, however, that Landlord shall first apply toward such increase any remaining balance in the Tenant Improvement Allowance. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to make or fund any Tenant Improvements in an amount exceeding the Tenant Improvement Allowance.

2.4 Change in Plans. In the event that Tenant requests a change in the Construction Drawings subsequent to approval of the Cost Breakdown, Landlord shall advise Tenant as to any increases or decreases in the cost of the Tenant Improvements and as to any delay such change would cause in the construction of the Tenant Improvements. Tenant shall approve or disapprove such change within ten (10) days of written notice. In the event that Tenant approves such change, and the change results in an increase in the cost, Tenant shall accompany its approval with payment in the amount of the increase; provided, however, that Landlord shall first apply toward such increase any remaining balance in the Tenant Improvement Allowance. Landlord shall have the right to decline Tenant's request for a change in the approved Construction Drawings if the change would, in Landlord's reasonable opinion, materially delay completion of the Tenant Improvements such that the Tenant Improvements would not be completed within the timeframes provided in Section 2.6 below.

2.5 No Refund. If the actual cost of the Tenant Improvements does not exceed the Tenant Improvement Allowance, except as expressly provided herein, the unused portion of the Tenant Improvement Allowance shall not be paid or refunded to Tenant or be available to Tenant as a credit against any obligations of Tenant under the Lease; except, however, at any time during the initial Term (but not any extension thereof), Tenant has the right to apply a portion of the Tenant Improvement Allowance not to exceed $5.00 per rentable square foot of the Premises as a credit ("TI Credit") against Basic Rental or to future tenant improvements that Tenant desires to have made during the initial Term (but not any extension thereof). Any unapplied or unused portion of the TI Credit remaining as of April 30, 2025, shall be forfeited by Tenant.

2.6 Meetings. Landlord and Tenant shall meet weekly or at such other intervals as the parties mutually agree to throughout the planning, bidding and construction process for the Tenant Improvements to discuss costs, remaining Tenant Improvement Allowance, potential delays and other similar matters. Landlord and Tenant shall mutually agree on a construction timeline in order for the Tenant Improvements to be completed within one hundred eighty (180) days following full Lease execution, subject to Tenant Delays and force majeure events.

3. Space Plan and Construction Drawings.

3.1 Space Plan. Within ten (10) business days after the execution of the Lease, Tenant shall submit to Landlord for approval a detailed space plan ("Space Plan") for the Premises which shall include, without limitation, the location of doors, partitions, electrical and telephone outlets, plumbing fixtures, heavy floor loads and other special requirements. Tenant shall use D-2 Groups to prepare the Space Plan (the "Architect"). Landlord agrees to cooperate with Tenant and its design representatives in connection with the preparation of the Space Plan. Within ten (10) business days after receipt by Landlord of the Space Plan, Landlord (i) shall give its written approval with respect thereto, or (ii) shall notify Tenant in writing of its disapproval and state with specificity the grounds for such disapproval and the revisions or modifications necessary in order for Landlord to give its approval. Within ten (10) business days following Tenant's receipt of Landlord's disapproval, Tenant shall submit to Landlord for approval the requested revisions or modifications. Within ten (10) business days following receipt by Landlord of such revisions or modifications, Landlord shall give its written approval with respect thereto or shall request other revisions or modifications therein (but relating only to the extent Tenant has failed to comply with Landlord's earlier requests). The preceding sentence shall be implemented repeatedly until Landlord gives its approval to Tenant's Space Plan.

3.2 Architect/Construction Drawings. Tenant has retained the Architect to prepare the Construction Drawings, and Landlord hereby approves Architect. Tenant shall retain engineering consultants (the "Engineers") that are reasonably acceptable to Landlord to prepare all plans and engineering drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work in the Premises. The plans and specifications to be prepared by Architect and the Engineers hereunder shall reflect only the improvements described on the Final Space Plan and shall be known collectively as the "Construction Drawings." Tenant and Architect shall verify, in the field, the dimensions of the Premises and the conditions at the Premises, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings are for its sole benefit and Landlord shall have no liability to Tenant or Tenant's Agents arising out of or based on Landlord's review. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant or Tenant's Agents by Landlord or Landlord's space planner, architect, engineers and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors arising therefrom.

3.3 Preparation of Final Construction Drawings. Tenant shall promptly cause the Architect and the Engineers to complete the Construction Drawings which shall be comprised of a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which will allow Tenant to obtain all applicable permits (collectively, the "Final Construction Drawings") and shall submit three (3) copies of the Final Construction Drawings to Landlord for Landlord's approval, which shall not be unreasonably withheld,

conditioned or delayed. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Construction Drawings for the Premises if the same are unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the Final Construction Drawings to reflect Landlord's comments.

4. Contractor Selection. Landlord shall competitively bid the work for the Tenant Improvements to up to three (3) contractors of which one (1) will be selected by Landlord and up to two (2) will be selected by Tenant and Tenant shall have the right to select the contractor who will be awarded the project for the Tenant Improvements. Landlord and Tenant shall both review the bids and have full visibility into the bidding process. Landlord shall require the contractor to name Tenant as an additional insured and the parties shall work together to obtain an indemnification from contractor for the benefit of Tenant that is reasonably acceptable to Tenant and relates to Landlord's Work and the Tenant Improvements.

5. Construction of Tenant Improvements. Within a reasonable period following approval of the Cost Breakdown by Tenant, and upon payment of any sum required under section 3.1 above, Landlord shall instruct its contractor to secure a building permit and commence construction.

6. Completion. Landlord hereby covenants and agrees to cause the Tenant Improvements to be completed as soon as reasonably possible following the Commencement Date but within the timeframe described in the last sentence of Section 2.6. Subject to the performance by Landlord of its obligations with respect to the funding of the Tenant Improvements Allowance, Tenant agrees to cause the Tenant Improvements in excess of the Tenant Improvement Allowance to be paid for, at Tenant's sole cost and expense. Except with regard to the TI Credit (which must be utilized by Tenant during the initial Term), Landlord shall have no obligation to make any disbursements from the Tenant Improvement Allowance for Tenant Improvements that have not been performed prior to the eighteenth (18th) full calendar month after the Commencement Date, and any remainder shall be deemed to have been forfeited by Tenant and shall remain the property of Landlord. Tenant may use its TI Credit at any time during the initial Term of this Lease but not any extension thereof.

7. Miscellaneous.

7.1 Tenant's Representative. Tenant has designated John Farrer and Kevin Doran as its sole representatives with respect to the matters set forth in this Work Letter, and, until further notice to Landlord, Tenant's representatives shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

7.2 Landlord's Representative. Landlord has designated Kara Flanagan and Grace Malinder as its sole representatives with respect to the matters set forth in this Work Letter, and until further notice to Tenant, Landlord's representative shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter.

7.3 Time of the Essence. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

7.4 Performance of Tenant Improvements. Tenant understands and acknowledges that Landlord will be completing the Tenant Improvements to the Premises during Tenant's occupancy and that Landlord's construction of the Tenant Improvements will interfere with Tenant's use and quiet enjoyment of the Premises and Tenant's ability to use the Premises. Tenant agrees to cooperate with Landlord in order to facilitate Landlord's construction of the Tenant Improvements. Further, Tenant agrees and acknowledges that there will be noise and dust and all other similar elements associated with construction. Accordingly, notwithstanding anything in this Lease to the contrary, Tenant hereby agrees with performance of the Tenant Improvements Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the inventory, products, supplies, merchandise, tenant improvements, fixtures, furniture, equipment, computers, files or other property of Tenant in the Premises caused by or resulting from such construction of the Tenant Improvements.

7.5 Construction Supervision Fee. Landlord or its affiliate shall supervise the Tenant Improvements and act as a liaison between the contractor and Tenant and coordinate the relationship between the Tenant Improvements, the Building, and the Building's systems. In consideration for Landlord's construction supervision services, Landlord may pay a construction supervision fee from the Tenant Improvement Allowance equal to three percent (3%) of the total construction costs contracted for by Landlord (which shall exclude (i) Landlord's Work, (ii) the cost of the IT room and supplemental HVAC equipment and any work that Tenant performs (or has performed) for movement, and installation its IT room and supplemental HVAC related thereto, (iii) furniture, fixtures, security system, equipment or cabling and wiring, (iv) architect and engineering fees, (v) permit and inspection costs, and (iv) other similar soft costs, regardless of whether the items in (i) through (vi) are paid for by Tenant, Landlord or as part of the Tenant Improvement Allowance).

7.6 Tenant Delays. As used herein, "Tenant Delay" shall mean any actual delay in the construction of the Tenant Improvements (as certified by the architect of record) caused by any one or more of the following:

(a) Tenant's request for change orders that delay the normal progression of the construction; or

(b) Tenant's request (after the Cost Breakdown is approved by Landlord and Tenant) for materials, finishes or installations that are not readily available if Tenant fails to make another selection within forty-eight (48) hours following Landlord's request to Tenant; or

(c) Tenant's failure to review, revise and approve plans and specifications or the Cost Breakdown within the periods set forth herein; or

(d) Tenant's failure to provide information critical to the normal progression of the Tenant Improvements within forty-eight (48) hours from receipt of such request for such information from the Landlord which request by Landlord shall include a statement that such information is critical; or

(e) Tenant's failure to timely make payments to Landlord for costs of the Tenant Improvements/or change orders in excess of the Tenant Improvement Allowance within the timeframes provided in this Exhibit H-2; or

(f) Any other act or delay for which Tenant is given advance notice that if Tenant fails to act, said failure would delay the normal progression of the construction.

Any notices, requests or other communications to Tenant regarding Tenant Delays or other matters set forth in this Exhibit H-2 shall be provided by Landlord's Representative to Tenant's Representatives at the following e-mail addresses:

John Farrer:
Kevin Doran:

EXHIBIT I

EMERGENCY GENERATOR

A. Tenant shall have the right, subject to Landlord's weight stress, load bearing and ventilation requirements and at Tenant's sole cost and expense, to install and maintain an emergency generator in a location designated by Landlord, in Landlord's sole discretion. If required by Landlord, Tenant shall maintain, at Tenant's sole cost and expense, a fence around such emergency generator. Additionally, subject to Landlord's prior written approval of plans and specifications relating thereto, Tenant shall have the right to install such wire, conduits, cables and other materials as necessary to connect such emergency generator to the Premises (the emergency generator and connecting material, being collectively referred to as the "Generator Installation"). Tenant shall be responsible for all costs and expenses arising from and relating to the Generator Installation. The Generator Installation shall be in compliance with all applicable federal, state and local laws and ordinances and Tenant shall indemnify and hold Landlord harmless from and against any and all loss, cost, claim and liability arising from Tenant's failure to satisfy such requirement and/or any other claim resulting from Tenant's installation of the Generator Installation. Landlord agrees that Tenant and representatives designated by Tenant and approved by Landlord shall have access to the Generator Installation in order to install, operate, maintain, inspect and remove as required, the Generator Installation, except when reasonable safety and security requirements of Landlord preclude such access. Landlord reserves the right to lease space to other tenants within the development, as Landlord may desire, for any purpose, including the installation and operation of a separate emergency generators. Notwithstanding any contrary provision contained herein, Landlord shall have the right to relocate the Generator Installation to another location, as Landlord shall elect, the cost thereof to be split between Landlord and Tenant.

B. Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss, cost, claim and liability (including reasonable attorneys' fees) for injuries to all persons and for damage to or loss of all property arising or alleged to arise from the installation, maintenance, operation, existence and/or removal of the Generator Installation.

C. At Landlord's written election, upon the expiration or earlier termination of the Term of this Lease, Tenant shall remove the Generator Installation and related improvements in a good and workmanlike manner and Tenant will repair any damage occasioned by such removal. If Landlord elects such removal and Tenant fails to remove the Generator Installation within ten (10) days following the date of Landlord's notice, Landlord shall have the right, but not the obligation, to elect either (i) to remove the Generator Installation at Tenant's cost and expense, and Landlord shall have no liability for the return of, or damage to, the Generator Installation, or (ii) to treat the Generator Installation as abandoned by Tenant, in which case the Generator Installment shall remain Landlord's sole property without any payment to Tenant. If Landlord does not elect removal, the Generator Installation shall remain Landlord's sole property without payment to Tenant.

PQ GROUP HOLDINGS INC.

STOCK INCENTIVE PLAN

Article I
Purpose

The purpose of this stock incentive plan is to foster and promote the Company's long-term financial success and materially increase stockholder value by (a) motivating superior performance, (b) encouraging and providing for the acquisition of an ownership interest in the Company by Employees and (c) enabling the Company and its Subsidiaries to attract and retain the services of an outstanding management team upon whose judgment, interest and special effort the successful conduct of its and their operations is largely dependent. This Plan is an amended and restated version of the Second Amended and Restated PQ Group Holdings Inc. Stock Incentive Plan, which the Company assumed from PQ Holdings Inc. on May 4, 2016. Capitalized terms have the meaning given in Article XIII.

Article II
Eligibility and Participation

Participants in the Plan shall be those Employees, Eligible Directorsand Consultants selected by the Board to participate in the Plan, as provided herein, and any trust to which the Company issues an Award at the request of an Employee, Eligible Director or Consultant.

Article III
Powers of the Board

Section 3.1 Power to Grant and Establish Terms of Awards. The Board shall have the discretionary authority, subject to the terms of the Plan, to determine the Participants to whom Awards shall be granted (which may include members of the Board), and the terms and conditions of any and all Awards.

Section 3.2 Administration. The Board shall be responsible for the administration of the Plan. The Board may prescribe, amend and rescind rules and regulations relating to the administration of the Plan, provide for conditions and assurances it deems necessary or advisable to protect the interests of the Company and make all other determinations necessary or advisable for the administration

and interpretation of the Plan. Any authority exercised by the Board under the Plan shall be exercised by the Board in its sole discretion. Determinations, interpretations or other actions made or taken by the Board under the Plan or under Awards granted under the Plan shall be final, binding and conclusive for all purposes and upon all persons.

Section 3.3 Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Plan may be exercised and performed by the Board or any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities, and any determination, interpretation or other action taken by such committee shall have the same effect hereunder as if made or taken by the Board.

Section 3.4 Participants Based Outside the United States To conform with the provisions of local laws and regulations, or with local compensation practices and policies, in foreign countries in which the Company or any of its Subsidiaries operate, but subject to the limitations set forth herein regarding the maximum number of Shares issuable hereunder, the Board may (i) modify the terms and conditions of Awards granted to Participants employed outside the United States ("Non-US Awards"), (ii) establish subplans with modified exercise procedures and such other modifications as may be necessary or advisable under the circumstances ("Subplans"), and (iii) take any action which it deems advisable to obtain, comply with or otherwise reflect any necessary governmental regulatory procedures, exemptions or approvals with respect to the Plan. The Board's decision to grant Non-US Awards or to establish Subplans is entirely voluntary, and at the complete discretion of the Board. The Board may amend, modify or terminate any Subplans at any time, and such amendment, modification or termination may be made without prior notice to the Participants. The Company, Subsidiaries, and members of the Board shall not incur any liability of any kind to any Participant as a result of any change, amendment or termination of any Subplan at any time. The benefits and rights provided under any Subplan or by any Non-US Award (i) are wholly discretionary and, although provided by either the Company or a Subsidiary, do not constitute regular or periodic payments and (ii) are not to be considered part of the Participant's salary or compensation under the Participant's employment with the Participant's local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind.

Article IV
Shares Subject to the Plan

Section 4.1 Number. The number of Shares of Class A Common Stock that may be issued under the Plan or be subject to Awards may not exceed 908,189 Shares. The number of Shares of Class B Common Stock and any additional class of stock of the Company that may be issued under the Plan or be subject to Awards shall be determined by the Board from time to time, subject to the terms of the Stockholders Agreement. The Shares to be delivered under the Plan may consist, in whole or in part, of shares held in treasury or authorized but unissued shares that are not reserved for any other purpose.

Section 4.2 Canceled, Terminated or Forfeited Awards. If any Award of Shares or portion thereof is for any reason forfeited, canceled or otherwise terminated or is repurchased by the Company as provided in Section 10.4, the Shares subject to such Award or portion thereof shall again be available for grant under the Plan.

Section 4.3 Adjustment in Capitalization. The number, class and kind of Shares available for issuance under the Plan and the number, purchase price or other terms of any outstanding Award shall be adjusted by the Board, in its sole discretion, and in such manner as the Board may deem equitable, if it shall deem such an adjustment necessary or appropriate to reflect any Share dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other similar transaction affecting the Shares. To the extent deemed equitable and appropriate by the Board, in its good faith judgment, and subject to any required action by stockholders, in any merger, consolidation, reorganization, liquidation, dissolution or other similar transaction, any Award granted under the Plan shall pertain to the securities or other property to which a holder of the number of Shares covered by the Award would have been entitled to receive in connection with such event. In addition, the Board may, if deemed appropriate, make provision for cash payment to a Participant or a person who has an outstanding Option or other Award. Unless the Board shall otherwise determine, following any such adjustment, the number of shares subject to any Option or other Award shall always be a whole number.

Article V
Terms of Restricted Stock

Section 5.1 Grant of Restricted Stock. The Board may grant or offer for sale Restricted Stock to Participants at such time or times and on such terms as it shall determine. Each Share granted to or purchased by a Participant shall be evidenced by a Restricted Stock Agreement that shall specify the number of shares of Restricted Stock that are being granted to Participant, the vesting schedule of such Restricted Stock, if any, the rights and responsibilities of Participant with respect to such Restricted Stock, and such other terms as the Board shall determine. Once granted, Restricted Stock shall be governed by the applicable Restricted Stock Agreement with respect thereto, except as otherwise provided therein.

Section 5.2 Purchase Price and Payment. The purchase price for any Restricted Stock to be offered and sold pursuant to Section 5.1 shall be the Fair Market Value on the Grant Date or such other price as the Board shall determine. The purchase price with respect to any Restricted Stock offered and sold pursuant to Section 5.1 shall be paid in cash or other readily available funds simultaneously with the closing of the purchase of such Restricted Stock or in such other manner as the Board shall determine. Restricted Stock granted under this Plan shall not require a purchase price.

Section 5.3 Vesting of Restricted Stock. Restricted Stock issued pursuant to Section 5.1 shall vest in accordance with the vesting schedule, or upon the attainment of such performance criteria, as shall be specified by the Board on or before the Grant Date and as specified in the Restricted Stock Agreement.

Section 5.4 Restricted Stock Agreements, Etc. Unless otherwise determined by the Board, no Restricted Stock shall be issued to a Participant pursuant to an Award granted hereunder unless (i) the Participant shall enter into a Restricted Stock Agreement that shall include, among other things, provisions providing that the Restricted Stock shall be subject to the terms and provisions of the Stockholders Agreement and such other terms and provisions as are determined by the Board, (ii) the Participant shall be a party to the Stockholders Agreement, (iii) the Participant shall have delivered a duly executed undated instrument of transfer or assignment in blank, having attached thereto or to such Share certificate all requisite stock or other applicable or documentary tax stamps, all in form and substance satisfactory to the Company, relating to the Shares covered by such grant, and (iv) the Board shall require that the certificates evidencing such Shares be held by the Secretary of the Company or another custodian selected by the Company until the Shares have vested.

Section 5.5 Voting Rights. Participants shall have the right to vote the shares of Restricted Stock as provided in the Charter, as the same may be amended from time to time, and under the General Corporation Law of the State of Delaware.

Section 5.6 Other Rights and Obligations. The Participant shall be entitled to the rights and subject to the obligations created under this Plan, the Restricted Stock Agreement and the Stockholders Agreement, each to the extent set forth herein or therein.

Section 5.7 Board Discretion. Notwithstanding anything else contained in this Plan to the contrary, the Board may accelerate the vesting of any Restricted Stock, all Restricted Stock or any class or series of Restricted Stock for any reason on such terms and subject to such conditions, as the Board shall determine, at any time and from time to time.

Article VI
Terms of Options

Section 6.1 Grant of Options. The Board may grant Options to Participants at such time or times as it shall determine. Options granted pursuant to the Plan will not be "incentive stock options" as defined in the Code unless otherwise determined by the Board. Each Option granted to a Participant shall be evidenced by an Option Agreement that shall specify the number of Shares that may be purchased pursuant to such Option, the exercise price at which a Share may be purchased pursuant to such Option, the duration of such Option (not to exceed the tenth anniversary of the Grant Date), and such other terms as the Board shall determine.

Section 6.2 Exercise Price. The exercise price per Share to be purchased upon exercise of an Option shall not be less than the Fair Market Value on the Grant Date.

Section 6.3 Vesting and Exercise of Options. Options shall become vested or exercisable in accordance with the vesting schedule or upon the attainment of such performance criteria as shall be specified by the Board on or before the Grant Date. The Board may accelerate the vesting or exercisability of any Option, all Options or any class of Options at any time and from time to time.

Section 6.4 Payment. The Board shall establish procedures governing the exercise of Options, which procedures shall generally require that prior written notice of exercise be given and that the exercise price (together with any required withholding taxes or other similar taxes, charges or fees) be paid in full in cash, cash equivalents or other readily-available funds at the time of exercise. Notwithstanding the foregoing, on such terms as the Board may establish from time to time following a Public Offering (i) the Board may permit a Participant to tender any Options such Participant has owned for at least six months and one day (or for such greater or lesser period as the Board may determine from time to time) for all or a portion of the applicable exercise price or minimum required withholding taxes, or, if the Fair Market Value of a Share at the time of tender is greater than the applicable exercise price, the difference between such Fair Market Value and the exercise price, and (ii) the Board may authorize the Company to establish a broker-assisted exercise program. In connection with any Option exercise, the Company may require the Participant to furnish or execute such other documents as it shall reasonably deem necessary to (a) evidence such exercise, (b) determine whether registration is then required under the U.S. federal securities laws or similarnon-U.S. laws or (c) comply with or satisfy the requirements of the U.S. federal securities laws, applicable state ornon-U.S. securities laws or any other law. As a condition to the exercise of any Option before a Public Offering, a Participant shall enter into a Subscription Agreement and the Stockholders Agreement.

Article VII
Stock Appreciation Rights

Section 7.1 Grant of Stock Appreciation Rights. The Board may grant Stock Appreciation Rights to Participants at such time or times as it shall determine based on the recommendation of the Chief Executive Officer. Each Stock Appreciation Right granted to a Participant shall be evidenced by a SAR Agreement that shall specify the number of Stock Appreciation Rights, the settlement price of such Stock Appreciation Rights, the vesting of such Stock Appreciation Rights, and such other terms as the Board shall determine.

Section 7.2 Vesting and Exercise of Stock Appreciation Rights. Stock Appreciation Rights shall vest in accordance with the vesting schedule or upon the attainment of such performance criteria as shall be specified by the Board on or before the Grant Date. The Board may accelerate the vesting or exercisability of any Stock Appreciation Rights, all Stock Appreciation Rights or any class of Stock Appreciation Rights at any time and from time to time.

Section 7.3 Settlement. Subject to Article XI, upon exercise of a Stock Appreciation Right, the Participant shall be entitled to receive payment of Shares

or, at the discretion of the Board, cash having a Fair Market Value equal to such cash amount, determined by multiplying,

(a) any increase in the Fair Market Value of one Share on the exercise date over the price fixed by the Board on the Grant Date, which may not be less than the Fair Market Value of a Share on the Grant Date, by

(b) the number of Shares with respect to which the Stock Appreciation Right is exercised;

provided that, on the Grant Date, the Board may establish, in its sole discretion, a maximum amount per share that will be payable upon exercise of a Stock Appreciation Right.

In connection with the exercise and settlement of any Stock Appreciation Rights, the Company may require the Participant to furnish or execute such other documents as it shall reasonably deem necessary to (a) evidence such exercise, (b) determine whether registration is then required under the U.S. federal securities laws or similarnon-U.S. laws or (c) comply with or satisfy the requirements of the U.S. federal securities laws, applicable state ornon-U.S. securities laws or any other law. As a condition to the settlement of any Stock Appreciation Right before a Public Offering, a Participant shall enter into a Subscription Agreement and the Stockholders Agreement.

Article VIII
Deferred Stock Units

Section 8.1 Grant of Deferred Stock Units. The Board may grant Deferred Stock Units to Participants at such time or times as it shall determine. Each Deferred Stock Unit granted to a Participant shall be evidenced by a Deferred Stock Unit Agreement that shall specify the number of Deferred Stock Units, the vesting of such Deferred Stock Units and such other terms as the Board shall determine.

Section 8.2 Vesting of Deferred Stock Units. Deferred Stock Units shall vest in accordance with the vesting schedule or upon the attainment of such performance criteria as shall be specified by the Board on or before the Grant Date. The Board may accelerate the vesting or exercisability of any Deferred Stock Units, all Deferred Stock Units or any class of Deferred Stock Units at any time and from time to time.

Section 8.3 Settlement. Subject to this Article VIII and Article XI, upon the date specified in the Award Agreement evidencing the Deferred Stock Units for each such Deferred Stock Unit the Participant shall receive, in the Board's discretion, (i) a cash payment equal to the Fair Market Value of one Share as of such payment date, (ii) one Share or (iii) any combination of cash and Shares. In connection with the settlement of any Deferred Stock Units, the Company may require the Participant to furnish or execute such other documents as it shall reasonably deem necessary to (a) evidence such settlement, (b) determine whether registration is then required under the U.S. federal securities laws or similar non-U.S. laws or (c) comply with or satisfy the requirements of the U.S. federal securities laws, applicable state ornon-U.S. securities laws or any other law. As a condition to the settlement of any Stock Appreciation Right before a Public Offering, a Participant shall enter into a Subscription Agreement and the Stockholders Agreement.

Article IX
Dividends, etc.

Section 9.1 Dividends. The Participant shall be entitled to receive all dividends or other distributions at the same time (and within the same calendar year) such dividends or distributions are paid with respect to those vested Shares and, if provided in the Award Agreement, unvested Shares, of which the Participant is the record owner on the record date for such dividend or other distribution; provided that any property (other than cash) distributed with respect to a Share (the "Associated Share") acquired hereunder, including without limitation a distribution of Shares by reason of a stock dividend, stock split or otherwise, or a distribution of other securities with respect to an Associated Share, shall be subject to the restrictions of this Agreement in the same manner and for so long as the Associated Share remains subject to such restrictions, and shall be promptly forfeited if and when the Associated Share is so forfeited.

Section 9.2 Dividend Equivalents. Dividend Equivalents may be granted in tandem with other Awards, in addition to other Awards, or freestanding and unrelated to other Awards. The grant date of any Dividend Equivalents under the Plan will be the date on which the Dividend Equivalent is awarded by the Board, or such other date as the Board shall determine in its sole discretion. Dividend Equivalents shall be evidenced in writing, whether as part of the Award Agreement governing the terms of the Award, if any, to which such Dividend Equivalent relates, or pursuant to a separate Award Agreement with respect to freestanding Dividend Equivalents, in each case, containing such provisions not inconsistent with the Plan as the Board shall determine, including customary representations, warranties and covenants with respect to securities law matters.

Article X
Termination of Service

Section 10.1 Termination due to Death, Disability, Retirement or Termination by the Company without Cause. Unless otherwise determined by the Board at the time of grant and provided for in Participant's Award Agreement, upon Participant's Termination of Service due to death, Disability or Retirement, all unvested Awards will vest or be forfeited as provided in the Award Agreement and all vested Options and Stock Appreciation Rights shall remain outstanding until the six-month anniversary of the date of termination or the Award's normal expiration date, whichever is earlier, after which any unexercised Options and Stock Appreciation Rights shall immediately terminate. The Board may condition the vesting, distribution, exercise or continuation of such Awards following Retirement on the Participant's refraining from engaging in conduct that is detrimental to the Company (such as competing with the Company or any Subsidiary or soliciting employees or customers of the Company or any Subsidiary) following Retirement.

Section 10.2 Termination for Cause. Unless otherwise determined by the Board at or after the grant date and set forth in the Award Agreement covering such Award, if a Participant's employment or service terminates for Cause, all Options and Stock Appreciation Rights, whether vested or unvested, and all other Awards that are unvested, unsettled or unexercisable shall be immediately forfeited and canceled effective as of the date of the Participant's Termination of Service.

Section 10.3 Termination for Any Other Reason. Unless otherwise determined by the Board and set forth in the Award Agreement, if a Participant's employment with the Company or any of its Subsidiaries is terminated for any reason other than death, Disability, or Cause, all unvested Awards shall vest or be forfeited as provided in the Award Agreement and all vested Options and Stock Appreciation Rights shall remain outstanding until the 90th day after the Participant's Termination of Service or the Award's normal expiration date, whichever is earlier, after which any unexercised Options and Stock Appreciation Rights shall immediately terminate.

Section 10.4 Certain Rights upon Termination of Service Prior to a Public Offering. Unless otherwise determined by the Board at the time of grant, each

Restricted Stock Agreement and each Subscription Agreement shall provide that the Company shall have the right prior to a Public Offering to purchase all or any portion of a Participant's Shares (including Shares issued upon settlement of Awards or exercise of Options or Stock Appreciation Rights after termination) following any Termination of Service or the Participant's engaging in Detrimental Activity, at a purchase price per Share equal to (i) the Fair Market Value as of the effective date of such Termination of Service if the Participant's service terminates due to death, Disability, Retirement, or Involuntary Termination, or (ii) if the Participant's service terminates for any other reason or if the Participant has violated any restrictive covenants contained in any agreement between the Participant and the Company ("Detrimental Activity"), the lesser of the Fair Market Value of such Share as of the termination date and cost.

Section 10.5 Shares Held by Trusts. If the Company issues Awards to a trust at the request of an Employee, Eligible Director or Consultant or consents to the transfer of Awards by such individual to a trust, then the Award Agreement shall provide (or shall be amended to provide) that terms of this Article X concerning the effect of a Termination of Service contained in such Award shall concern and relate to the Termination of Service of the Employee, Eligible Director or Consultant that requested the issuance of the Award to the trust.

Article XI
Change in Control

Section 11.1 Accelerated Vesting and Payment. Except as otherwise provided in this Article XI and unless otherwise provided in the Award Agreement, upon a Change in Control, (a) each Service Award shall vest in full in connection with such Change in Control and each other Award shall, to the extent it has not or will not by its terms vest before or in connection with such Change in Control, be canceled, and (b) the holder of any vested Award (including any Award that vests in connection with such Change in Control) shall be entitled to receive, in complete satisfaction of such Award, a payment in an amount or with a value equal to the number of Shares covered by such vested Award times the excess, if any, of the Change in Control Price over any applicable exercise price or reference price for such Award.

Section 11.2 Alternative Award. No cancellation, acceleration or other payment shall occur with respect to any Award or class or type of Award if the Board reasonably determines in good faith, prior to the occurrence of a Change in Control, that such Award shall be honored or assumed, or new rights substituted

therefor following the Change in Control (such honored, assumed or substituted award, an "Alternative Award"), provided that any Alternative Award must:

(a) give the Participant who held such Award rights and entitlements substantially equivalent to or better than the rights and terms applicable under such Award, including, but not limited to, an identical or better exercise and vesting schedule, identical or better timing and methods of payment and, if the Alternative Award or the securities underlying it are not publicly-traded, identical or better rights following a Termination of Service to require the Company or the acquiror in such Change in Control to repurchase the Alternative Award or securities underlying such Alternative Award;

(b) have terms such that if, within two years following a Change in Control, a Participant's employment is involuntarily or constructively terminated (other than for Cause), such Alternative Award shall immediately vest in full and such Participant shall receive a cash payment equal to the excess (if any) of the fair market value of the stock subject to the Alternative Award on the date of surrender over the price that such Participant would be required to pay to exercise such Alternative Award or shall have an immediate right to exercise such Alternative Award and receive shares that are then publicly traded;

(c) be exempt from or comply with Section 409A of the Code and not cause the Award or any Alternative Award to become immediately taxable or subject to any additional tax pursuant to Section 409A of the Code.

Section 11.3 Limitation of Benefits. If prior to a Public Offering, whether as a result of accelerated vesting, the grant of an Alternative Award or otherwise, a Participant would receive any payment, deemed payment or other benefit that, together with any other payment, deemed payment or other benefit a Participant may receive under any other plan, program, policy or arrangement, would constitute an "excess parachute payment" under section 280G of the Code, then, notwithstanding anything in this Plan to the contrary, the payments, deemed payments or other benefits such Participant would otherwise receive under Section 11.1 or Section 11.2 shall be reduced to the extent necessary to eliminate any such excess parachute payment and such Participant shall have no further rights or claims with respect thereto. If the preceding sentence would result in a reduction of the payments, deemed payments or other benefits a Participant would otherwise receive in more than an immaterial amount, the Company will use its commercially reasonable best efforts to seek the approval of the Company's

shareholders in the manner provided for in section 280G(b)(5) of the Code and the regulations thereunder with respect to such reduced payments or other benefits (if the Company is eligible to do so), so that such payments would not be treated as "parachute payments" for these purposes (and therefore would cease to be subject to reduction pursuant to this Section 11.3).

Article XII
Amendment, Modification, and Termination of the Plan

The Board may terminate or suspend the Plan at any time, and may amend or modify the Plan from time to time. Unless otherwise provided in an Award Agreement, no amendment, modification, termination or suspension of the Plan shall in any manner adversely affect any Award theretofore granted under the Plan without the consent of the Participant holding such Award or the consent of a majority of Participants holding similar Awards (such majority to be determined based on the number of Shares covered by such Awards). Shareholder approval of any such amendment, modification, termination or suspension shall be obtained to the extent mandated by applicable law, or if otherwise deemed appropriate by the Board.

Article XIII
Definitions

Section 13.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below:

"Award" means a grant of Restricted Stock, Options, Stock Appreciation Rights or Deferred Stock Units, Dividend Equivalents or other share awards or an offer and sale of the same, in each case pursuant to the terms of the Plan.

"Award Agreement" means a Restricted Stock Agreement, Option Agreement, SAR Agreement, or Deferred Stock Unit Agreement or other agreement pursuant to which an Award is granted.

"Board" means the Board of Directors of the Company, or the compensation committee established by such Board of Directors.

"Cause" means (i) the failure by the Participant to perform such duties as are reasonably requested by the Board or the Participant's supervisor which is not cured within 30 days of receipt by the Participant of

written notice detailing the same; (ii) the failure by the Participant to observe any material Company policies and material policies of any Subsidiary generally applicable to the Participant of which the Participant has notice; (iii) gross negligence or willful misconduct by the Participant in the performance of his duties or the Participant's willful disregard of his duties; (iv) the commission by the Participant of any act which results in his conviction, or plea of guilty or no contest to, a felony, or his commission of any act involving moral turpitude, fraud or theft; (v) Participant's material breach of fiduciary duty with respect to the Company or any of Subsidiary; (vi) the material breach by the Participant of any Award Agreement, any Subscription Agreement, the Stockholders Agreement, any employment agreement with the Company or any Subsidiary or any other agreement to which the Company or any Subsidiary and the Participant are or may become a party (vii) any acts of dishonesty undertaken by the Participant and intended to result in substantial enrichment, at the Company's expense, of the Participant or any other Person or (viii) in the case of an Eligible Director, removal from the Board for cause in accordance with the General Corporation Law of the State of Delaware; provided that if the Participant is party to an employment agreement with the Company or any of its Subsidiaries, "Cause" shall have the meaning set forth in such agreement.

"CCMP Investors" has the meaning set forth in the Stockholders Agreement.

"Change in Control" means the first to occur of the following events after the Grant Date:

(a) The acquisition, directly or indirectly, by any person, entity or "group" (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) (other than the Company, any Subsidiary, an employee benefit plan maintained by the Company or any Subsidiary, the CCMP Investors, the INEOS Investor or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) of 50% or more of the total combined voting power of the Company's then outstanding voting securities;

(b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation do not, immediately thereafter, own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company;

(c) the liquidation or dissolution of the Company other than a liquidation or dissolution of into a Subsidiary or for the purposes of effecting a corporate restructuring or reorganization as a result of which persons who were stockholders of the Company immediately prior to such liquidation or dissolution continue to own immediately thereafter, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the entity that owns, directly or indirectly, substantially all of the assets of the Company following such transaction; or

(d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition of all or substantially all of the assets, affiliates of the Company or any employee benefit plan of the Company, or any Subsidiary (other than by way of a transaction that would not be deemed a Change of Control pursuant to clauses (a) or (b) above);

in each case provided that such event constitutes a "change in control" within the meaning of Section 409A of the Code.

"Charter" means the Certificate of Incorporation of the Company as on file with the Secretary of State of Delaware, as the same may be amended from time to time.

"Class A Common Stock" means the Class A common stock, par value $0.01 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

"Class B Common Stock" means the Class B common stock, par value $0.01 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

"Code" means the United States Internal Revenue Code of 1986, as amended, and any successor thereto.

"Company" means PQ Group Holdings Inc., a Delaware corporation, and any successor thereto.

"Consultant" means a natural person engaged to provide bona fide services to the Company or any of its Subsidiaries other than in connection with the offer, sale or promoting of, or maintaining a market for, Company securities.

"Deferred Stock Unit" means a unit credited to a Participant's account in the books of the Company under Article VIII that represents the right to receive Shares or cash equal to the Fair Market Value of one Share on settlement of the account.

"Deferred Stock Unit Agreement" means an agreement between the Company and a Participant embodying the terms of any Deferred Stock Units awarded under the Plan and in the form approved by the Board from time to time.

"Disability" means, unless another definition is incorporated into the applicable Award Agreement, Disability as specified under the Company's long-term disability insurance policy and any other Termination of Service under such circumstances that the Board determines to qualify as a Disability for purposes of this Plan to the extent such disability constitutes a disability within the meaning of Section 409A of the Code, provided that if a Participant is a party to an employment agreement with the Company that defines the term "Disability" then, with respect to any Award made to such Participant, "Disability" shall have the meaning set forth in such agreement; provided, further, that, with respect to any award that is subject to Section 409A of the Code, and notwithstanding anything to the contrary contained herein, Disability shall mean disability within the meaning of Section 409A of the Code.

"Dividend Equivalent" means the right, granted under Article IX, to receive payments in cash or in Shares, based on dividends with respect to Shares.

"Effective Date" has the meaning given in Section 14.9.

"Eligible Director" means a member of the Board other than an Employee.

"Employee" means any executive, officer or other employee of the Company or any Subsidiary.

"Fair Market Value" means, as of any date of determination prior to a Public Offering, the per share fair market value on such date of a Share as determined in good faith by the Board using reasonable valuation methodologies. In making a determination of Fair Market Value, the Board shall give due consideration to such factors as it deems appropriate, including, but not limited to, the earnings and other financial and operating information of the Company in recent periods, the potential value of the Company as a whole, the future prospects of the Company and the industries in which it competes, the history and management of the Company, the general condition of the securities markets, the fair market value of securities of companies engaged in businesses similar to those of the Company, any recent valuation of the Shares that shall have been performed by an independent valuation firm (although nothing herein shall obligate the Board to obtain any such independent valuation) and the amount of any Unreturned Paid-In Capital (as defined in the Charter). The determination of Fair Market Value will not give effect to any restrictions on transfer of the Shares or lack of marketability. Following a Public Offering and the conversion of the shares of the outstanding classes of common stock into shares of one class of common stock, Fair Market Value shall mean the average of the high and low trading prices for such shares on the primary national exchange (including NASDAQ) on which such shares are then traded on the trading day immediately preceding the date as of which such Fair Market Value is determined.

"Good Reason" shall have the meaning set forth in any employment agreement between the Participant and the Company or any of its Subsidiaries and shall apply only to the extent the Participant is party to such an agreement that contains such definition.

"INEOS Investor" has the meaning set forth in the Stockholders Agreement.

"Involuntary Termination" means a Termination of Service by the Company or any Subsidiary without Cause (other than a termination upon death or Disability) or, if the Participant is party to an employment agreement with the Company or any Subsidiary that contains a definition of Good Reason, termination of employment by a Participant for Good Reason.

"Option" means the right granted pursuant to Article VI to purchase one Share of Class A Common, Class B Common Stock, or any other class of stock of the Company issuable under the Plan,.

"Option Agreement" means an agreement between the Company and a Participant embodying the terms of any Options awarded under the Plan and in the form approved by the Board from time to time.

"Grant Date" means, with respect to any Award, the date as of which such Award is granted pursuant to the Plan.

"Participant" means any Employee, Eligible Director or Consultant who is granted an Award and any trust to which the Company issues an Award at the request of an Employee, Eligible Director or Consultant.

"Performance Goals" means the objectives established by the Board for a Performance Period to this Plan for the purpose of determining the extent to which Performance Shares have vested.

"Performance Period" means the period of time selected by the Board during which performance is measured for the purpose of determining the extent to which Performance Shares have vested.

"Performance Shares" means Restricted Stock that vests based on the achievement of performance targets described in Participant's Restricted Stock Agreement.

"Person" means any natural person, firm, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.

"Plan" means this PQ Group Holdings Inc. Stock Incentive Plan, formerly known as the Second Amended and Restated PQ Holdings Inc. Stock Incentive Plan.

"Restricted Stock" means restricted shares of Class A Common Stock, Class B Common Stock, or any other class of stock of the Company issuable under the Plan, as applicable, awarded pursuant to Article V.

"Restricted Stock Agreement" means an agreement between the Company and a Participant embodying the terms of any Restricted Stock awarded under the Plan and in the form approved by the Board from time to time.

"Retirement" means retirement on or after the Normal Retirement Date as defined in the PQ Corporation Retirement Plan, as amended, or with prior approval of the Board.

"Public Offering" has the meaning set forth in the Stockholders Agreement.

"SAR Agreement" means an agreement between the Company and a Participant embodying the terms of any Stock Appreciation Rights awarded under the Plan and in the form approved by the Board from time to time.

"Service Award" means any Award that vests based on the continued services of Participant with the Company.

"Separation from Service" means Participant's separation from service within the meaning of Section 409A of the Code.

"Shares" means shares of Class A Common Stock and Class B Common Stock, or any other class of stock of the Company issuable under the Plan.

"Stock Appreciation Right" means the right to receive a payment from the Company in cash and/or Shares equal to the product of (i) the excess, if any, of the Fair Market Value of one Share on the exercise date over a specified price fixed by the Board on the grant date (which specified price shall be not less than the Fair Market Value of one Share on the grant date), multiplied by (ii) a stated number of Shares.

"Stockholders Agreement" means the Stockholders Agreement among the Company and its stockholders, as the same may be amended from time to time.

"Subscription Agreement" means a stock subscription agreement between the Company and a Participant embodying the terms of any acquisition of Shares pursuant to the Plan (other than the purchase of Restricted Stock) and in the form approved by the Board from time to time for such purpose.

"Subsidiary" means any corporation, partnership, limited liability company or other entity, a majority of whose outstanding voting securities are owned, directly or indirectly, by the Company.

"Termination of Service" means with respect to an Eligible Director, the date upon which such Eligible Director ceases to be a member of the Board, with respect to an Employee, the date the Participant ceases to be an Employee and with respect to a Consultant, the date the Consultant ceases to provide consulting services to the Company; provided, however, that for purposes of any Award that is subject to Section 409A of the Code, Termination of Service means the date of the Participant's separation from service as defined in Section 409A of the Code.

"Transfer" means sell, transfer, pledge, encumber or otherwise dispose of, whether directly or indirectly (by merger or sale of equity in any direct or indirect holding company or otherwise), and whether voluntarily or by operation of law.

Section 13.2 Gender and Number. Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

Article XIV
Miscellaneous Provisions

Section 14.1 Nontransferability of Awards. Subject in all cases to the Stockholders Agreement, except as otherwise provided herein, or as the Board may permit on such terms as it shall determine or, following vesting, as provided in the Stockholders Agreement, the Participant shall not Transfer any Shares to any Person other than the Company or by will or by the laws of descent and distribution and provided that the deceased Participant's beneficiary or the representative of his or her estate acknowledges and agrees in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of the Plan, the Award Agreement, any Subscription Agreement and the Stockholders Agreement as if such beneficiary or estate were the Participant. All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant's life-time by such Participant only (or, in the event of the Participant's Disability, such Participant's legal representative), provided that all rights with respect to Awards granted to an trust at the request of an Employee, Eligible Director or Consultant shall be exercisable by the trustee or trustees of such trust. Following a Participant's death, all rights with respect to Awards that were outstanding at the time of such Participant's death and have not terminated shall be exercised by his designated beneficiary or by his estate in the absence of a designated beneficiary.

Section 14.2 Tax Withholding. The Company or the Subsidiary employing a Participant shall have the power to withhold, or to require such Participant to remit to the Company or such Subsidiary, an amount (in cash, from other compensation payable to the Participant, or in Shares granted under the Plan) sufficient to satisfy all U.S. federal, state, local and any non-U.S. withholding tax or other governmental tax, charge or fee requirements in respect of any Award granted under the Plan.

Section 14.3 No Guarantee of Employment or Participation. Nothing in the Plan or in any agreement granted hereunder shall interfere with or limit in any way the right of the Company or any Subsidiary to terminate any Participant's employment or retention at any time, or confer upon any Participant any right to continue in the employ or retention of the Company or any Subsidiary. No Employee shall have a right to be selected as a Participant or, having been so selected, to receive any Awards.

Section 14.4 No Limitation on Compensation; No Impact on Benefits. Nothing in the Plan shall be construed to limit the right of the Company or any Subsidiary to establish other plans or to pay compensation to its Employees or Eligible Directors, in cash or property, in a manner that is not expressly authorized under the Plan. Except as may otherwise be specifically and unequivocally stated under any employee benefit plan, policy or program, no amount payable in respect of any Award shall be treated as compensation for purposes of calculating a Participant's rights under any such plan, policy or program. The selection of an Employee as a Participant shall neither entitle such Employee to, nor disqualify such Employee from, participation in any other award or incentive plan.

Section 14.5 No Rights Damages. Nothing in the Plan or in any Award Agreement shall impose upon the Company, any Subsidiary or the Board any liability in connection with the provision, loss or payment of benefits or rights under the Plan, the exercise of discretion under the Plan or the failure or refusal of any person to exercise discretion under the Plan, and/or a Participant ceasing to be a person who has the status or relationship of an Employee or Eligible Director for any reason as a result of a Termination of Service.

Section 14.6 Requirements of Law. The granting of Awards and the issuance of Shares pursuant to the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Awards shall be granted under the Plan, and no Shares shall be issued under the Plan, if such grant or issuance would result in a violation of applicable law, including U.S. federal securities laws and any applicable state or non-U.S. securities laws.

Section 14.7 Freedom of Action. Nothing in the Plan or any Restricted Stock Agreement shall be construed as limiting or preventing the Company or any Subsidiary from taking any action that it deems appropriate or in its best interest (as determined in its sole and absolute discretion) and no Participant (or person claiming by or through a Participant) shall have any right relating to the diminishment in the value of any Award as a result of any such action. The foregoing shall not constitute a waiver by a Participant, in the Participant's capacity as a shareholder of the Company, of any breach of fiduciary duty.

Section 14.8 Unfunded Plan; Plan Not Subject to ERISA. The plan is an unfunded plan and Participants shall have the status of unsecured creditors of the Company. The Plan is not intended to be subject to the Employee Retirement Income and Security Act of 1974, as amended.

Section 14.9 Term of Plan. The original PQ Holdings Inc. (formerly known as CPQ Holding Corporation) stock incentive plan became effective as of September 19, 2007. This Plan shall be effective as of September 28, 2007 (the "Effective Date") and shall continue in effect, unless sooner terminated pursuant to Article XII, until September 28, 2024. The provisions of the Plan shall continue thereafter to govern all outstanding Awards.

Section 14.10 Governing Law. THIS PLAN, AND ALL AGREEMENTS HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE APPLICATION OF RULES OF CONFLICTS OF LAW THAT WOULD APPLY THE LAWS OF ANY OTHER JURISDICTION.

Section 14.11 409A Compliance. The Plan is intended to be administered in a manner consistent with the requirements, where applicable, of Section 409A of the Code and, notwithstanding anything to the contrary contained in the Plan, the Board may amend the Plan, any Award and any Award Agreement to the extent it deems necessary or appropriate to comply with Section 409A of the Code. Where reasonably possible and practicable, the Plan shall be administered and interpreted in a manner to avoid the imposition on Participants of immediate tax recognition and additional taxes pursuant to Section 409A of the Code. Notwithstanding the foregoing, none of the Company or the Board shall have any liability to any person in the event Section 409A of the Code applies to any payments hereunder in a manner that results in adverse tax consequences for the Participant or any of his beneficiaries or transferees. Notwithstanding anything else contained in this Plan or any Award Agreement or Subscription Agreement to the contrary, if Participant is a "specified employee" within the meaning of Section 409A of the Code, any payment required to be made to Participant hereunder upon or following his

Termination of Service shall be delayed until after the six month anniversary of Participant's Separation from Service to the extent necessary to comply with, and avoid imposition on Participant of any tax penalty imposed under, Section 409A of the Code. Should payments be delayed in accordance with the preceding sentence, the accumulated payment that would have been made but for the period of the delay shall be paid in a single lump sum during the 10 day period following the six month anniversary of the Separation from Service.

Approved September 28, 2007
First Amended July 2, 2008
Second Amended February 21, 2015
Third Amended and Assumed by PQ Group Holdings Inc. on May 4, 2016

FORM OF

PQ GROUP HOLDINGS INC.
STOCK INCENTIVE PLAN

NONQUALIFIED STOCK OPTION AWARD AGREEMENT

THIS AGREEMENT (this "**Award Agreement**") is made effective as of (the "**Date of Grant**") by and between PQ Group Holdings Inc., a Delaware corporation (the "**Company**"), and (the "**Participant**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the PQ Group Holdings Inc. Stock Incentive Plan (formerly known as the Second Amended and Restated PQ Holdings Inc. Stock Incentive Plan; the "**Plan**"); provided that, if the Participant is party to an employment agreement with the Company or any of its Subsidiaries that is then in effect, the terms "Disability", "Retirement" or "Cause" shall, if defined in such employment agreement, have the meanings ascribed to such terms in such employment agreement).

R E C I T A L S:

WHEREAS, the Participant is an employee of the Company or one of its Subsidiaries; and

WHEREAS, the Board has determined that it would be in the best interests of the Company and its stockholders to grant the option provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of the Option. The Company hereby grants to the Participant the right and option to purchase, on the terms and conditions set forth in the Plan and this Award Agreement, all or any part of an aggregate of Shares at an option price of $ per Share (the "**Option Price**"), which is the per Share Fair Market Value on the Date of Grant. ( ) shares of the Option shall be subject to time-based vesting criteria (the "**Time Option**"), and ( ) shares of the Option shall be subject to performance-based vesting criteria (the "**Performance Option**"). The Time Option and the Performance Option are referred to collectively as the "**Option**." The Option is intended to be a Nonqualified Stock Option.

2. Vesting. The portion of the Option that has become vested is hereinafter referred to as the "**Vested Portion**." Subject to the terms set forth in the Plan and this Award Agreement, the Option shall vest as follows:

a. Time Option.

i. General. _____.

b. Performance Option. _____.

3. Forfeiture; Expiration.

a. Termination of Employment.

i. Except as otherwise provided in Section 3(a)(iv) below, in the event that the Participant's employment is terminated for any reason, any unvested portion of the Option shall immediately terminate and be forfeited effective as of the Termination Date.

ii. In the event that the Participant's employment is terminated for Cause or the Participant has breached any Restrictive Covenant Obligation, the Vested Portion shall immediately terminate and be forfeited effective as of the Termination Date or the Discovery Date (as defined below), as applicable.

iii. In the event that the Participant's employment is terminated by the Company for any reason other than for Cause or the Participant resigns for any reason, the Vested Portion shall terminate and be forfeited on the earlier of (A) the Expiration Date and (B) six months following the Termination Date.

iv. In the event that the Participant's employment is terminated due to death, Disability, Retirement, or by the Company without Cause, the Performance Option shall vest if the CCMP Investors shall have received Proceeds resulting in an MOI of at least on or before the month anniversary of the Participant's Termination Date. The Performance Option that remains unvested at the end of such six month period shall immediately terminate and be forfeited.

b. Expiration of Option Term. Any unexercised portion of the Option shall expire upon the tenth (10th) anniversary of the Date of Grant (the "**Expiration Date**").

4. Period of Exercise. Subject to the provisions of the Plan and this Award Agreement, the Participant may exercise all or any part of the Vested Portion at any time prior to the earliest to occur of:

a. the Termination Date, if the Participant's employment with the Company or a Subsidiary is terminated by the employer for Cause;

b. the date that occurs six months following the Termination Date upon a (i) termination of employment by the Company or a Subsidiary for any reason other than for Cause or (ii) resignation of employment by the Participant for any reason; and

c. the Expiration Date.

5. Exercise Procedures.

a. Notice of Exercise. Subject to Section 4 hereof, the Vested Portion may be exercised by delivering to the Company at its principal office written notice of intent to so exercise in the form attached hereto as Exhibit A (such notice, a "**Notice of Exercise**"). Such Notice of Exercise shall be accompanied by payment in full of the aggregate Option Price for the Shares to be exercised. In the event that the Option is being exercised by the Participant's

representative, the Notice of Exercise shall be accompanied by proof (satisfactory to the Board) of the representative's right to exercise the Option. The aggregate Option Price for the Shares to be exercised may be paid (i) in cash or its equivalent (e.g., by cashier's check); (ii) to the extent permitted by the Board, in its sole discretion, in Shares (whether or not previously owned by the Participant) having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Board; (iii) partly in cash and, to the extent permitted by the Board in its sole discretion, partly in such Shares (as described in (ii) above); (iv) to the extent permitted by the Board, in its sole discretion, by reducing the number of Shares otherwise deliverable upon the exercise of the Option by the number of Shares having a Fair Market Value equal to the aggregate Option Price; or (v) if there is a public market for the Shares at such time, subject to such requirements as may be imposed by the Board, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate Option Price for the Shares being purchased. In the event of the Participant's death, the Vested Portion shall be exercisable by the trustee of any family trust or estate planning entity to which the Option has been transferred, by the executor or administrator of the Participant's estate, or the person or persons to whom the Participant's rights under this Award Agreement shall pass by will or by the laws of descent and distribution, as the case may be. Any heir or legatee of the Participant shall take rights herein granted subject to the terms and conditions of this Award Agreement and the Plan.

b. Stockholder Rights. Except as otherwise provided in this Agreement, neither the Participant nor the Participant's representative shall have any rights to dividends, voting rights or other rights of a stockholder with respect to Shares subject to the Option until (i) the Participant has delivered to the Company a Notice of Exercise for the Option, (ii) the Participant has paid the Option Price for such Shares, (iii) such Shares have been issued, (iv) the Participant has executed a joinder to or has otherwise become a party to the Stockholders' Agreement and (v) the Participant has executed such other agreements or certificates that the Board reasonably determines are necessary to comply with applicable securities laws and other applicable laws.

6. Repurchase Right on Termination of Service Prior to a Public Offering.

a. Rights of the Company. Upon the Participant's termination of employment for any reason prior to a Public Offering, or, if the Participant breaches any Restrictive Covenant Obligation, the Company may elect to purchase all or a portion of the Shares acquired pursuant to the exercise of an Option by written notice to the Participant delivered on or before the later of the six-month anniversary of the Termination Date or the six-month anniversary of the day the Company discovers (the "**Discovery Date**") that the Participant has breached any Restrictive Covenant Obligation, as applicable.

b. Purchase Price. The purchase price per Share pursuant to this Section 6 upon a termination of employment for death, Disability, Retirement or by the Company without Cause shall equal the Fair Market Value as of the date of termination. The purchase price per Share upon a termination of employment for any other reason or in the event the Participant has breached a Restrictive Covenant Obligation shall equal the lesser of (i) the Fair Market Value of such Share as of the Termination Date and (ii) the Option Price. The purchase price per Share payable pursuant to this Section 6(b) shall be the "**Purchase Price**."

c. Closing of Purchase; Payment of Purchase Price. Subject to Section 6(e), the closing of a purchase pursuant to this Section 6 shall take place at the principal office of the Company no later than the date that is 30 days after the six-month anniversary of the Termination Date or Discovery Date, as applicable. At the closing, (i) the Company shall, subject to Section 6(d), pay the Purchase Price to the Participant (or the Participant's estate) and (ii) the Participant (or the Participant's estate) shall deliver to the Company such certificates or other instruments representing the Shares so purchased, appropriately endorsed by the Participant (or the Participant's estate) or directing that the Shares be so transferred to the purchaser thereof, as the Company may reasonably require. If the Closing of the purchase occurs prior to the Discovery Date, the Participant shall, within 30 days of notice from the Company of the breach of the Restrictive Covenant Obligation, pay the Company the excess, if any, of the repurchase price paid over the lower price payable due to the breach of Restrictive Covenant Obligation.

d. Application of the Purchase Price to Certain Loans or Other Obligations. The Company shall be entitled to apply any amounts otherwise payable pursuant to this Section 6 to discharge any indebtedness for borrowed money of the Participant to the Company or any of its Subsidiaries or such indebtedness of the Participant that is guaranteed by the Company or any of its Subsidiaries.

e. Certain Restrictions on Repurchases; Delay of Repurchase. Notwithstanding any other provision of this Award Agreement, the Company shall not be permitted or obligated to make any payment with respect to a repurchase of any Shares from the Participant if (i) such repurchase (or the payment of a dividend by a Subsidiary to the Company to fund such repurchase) would result in a violation of the terms or provisions of, or result in a default or an event of default under any guaranty, financing or security agreement or document entered into by the Company or any Subsidiary from time to time (the "**Financing Agreements**"), (ii) such repurchase would violate any of the terms or provisions of the Certificate of Incorporation of the Company or (iii) the Company has no funds legally available to make such payment under the General Corporation Law of the State of Delaware. If a repurchase by the Company otherwise permitted under this Section 6 is prevented by the terms of the preceding sentence: (i) the purchase and payment of the applicable Purchase Price shall be postponed and will take place at the first opportunity thereafter when the Company has funds legally available to make such payment and when such payment will not result in any default, event of default or violation under any of the Financing Agreements or in a violation of any term or provision of the Certificate of Incorporation of the Company, (ii) such repurchase obligation shall rank against other similar repurchase obligations with respect to shares of Common Stock according to priority in time of the termination date giving rise to such repurchase (provided that any repurchase commitment arising from a termination of employment because of Disability or death shall have priority over any other repurchase obligation) and (iii) the Purchase Price (except in the case of a termination for Cause or following the Participant's breaching a Restrictive Covenant Obligation) shall be increased by an amount equal to interest on such Purchase Price for the period during which payment is delayed at the Applicable Federal Rate.

f. Right to Retain Shares. If the option of the Company to purchase the Shares pursuant to Section 6 is not exercised with respect to all of the Shares, the Participant shall be entitled to retain the remaining Shares, although those Shares shall remain subject to all of the other provisions of this Agreement and the Stockholders Agreement.

7. No Right to Continued Service. The granting of the Option shall impose no obligation on the Company or any Subsidiary to continue the employment of the Participant and shall not lessen or affect any right that the Company or any Subsidiary may have to terminate the employment of the Participant.

8. Withholding. The Company shall have the power and the right to deduct or withhold automatically from any payment or Shares deliverable under this Award Agreement, or to require the Participant to remit to the Company, the minimum statutory amount to satisfy federal, state and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Award Agreement. The Participant may elect, subject to the approval of the Board, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by having the Company withhold shares having a Fair Market Value equal to the minimum statutory total tax that could be imposed in connection with any such taxable event.

9. Transferability. Unless otherwise determined by the Board, the Participant shall not be permitted to transfer or assign the Option except in the event of death (subject to the applicable laws of descent and distribution).

10. Restrictive Covenant Obligation. The Participant agrees and acknowledges that each Restrictive Covenant Obligation has been made in consideration of: (a) the Option granted herein; (b) the Participant's ongoing employment by the Company or a Subsidiary; (c) the importance of protecting the confidential information of the Company, its Subsidiaries and its Affiliates and their other legitimate interests, including without limitation the valuable confidential information and goodwill that they have developed or acquired; (d) the Participant being granted access to trade secrets and other confidential information of the Company, its Subsidiaries and its Affiliates; and (e) other good and valuable consideration.

11. Definitions. For purposes of this Award Agreement:

a. "**CCMP Investors**" means CCMP Capital Investors III, L.P., a Delaware limited partnership, CCMP Capital Investors III (Employee), L.P., a Delaware limited partnership, Quartz Co-invest L.P., a Delaware limited partnership, CCMP Capital Investors III (AV-7), L.P., a Delaware limited partnership, CCMP Capital Investors III (AV-8), L.P., a Delaware limited partnership, CCMP Capital Investors III AV-9, L.P., a Delaware limited partnership and CCMP Capital Investors III AV-10, L.P., a Delaware limited partnership, together with their respective permitted transferees and controlled affiliates.

b. "**CCMP Exit Event**" means an event (e.g. a disposition) resulting in the CCMP Investors no longer holding any CCMP Investors Securities or non-cash property received in respect of CCMP Investors Securities.

c. "**CCMP Investors Securities**" means the equity securities of the Company or any of its subsidiaries acquired by the CCMP Investors from time to time.

d. "**Liquidity Threshold Price**" means, at any time, the lowest average closing trading price for Shares over any consecutive ten (10) day trading period that, when multiplied by the number of the CCMP Investors Securities then held by the CCMP Investors and then added to the Proceeds received by the CCMP Investors prior to the start of such period, would yield an MOI that is greater than or equal to .

e. "**Measurement Date**" means any date upon which Proceeds are received by the CCMP Investors.

f. "**MOI**" means, as of the Measurement Date, the quotient obtained by dividing (i) the sum of Proceeds received on such Measurement Date and all prior Measurement Dates, by (ii) the Principal Investment.

g. "**Principal Investment**" means the sum, without duplication, of: (i) the aggregate consideration paid by the CCMP Investors to acquire the CCMP Investors Securities, plus (ii) the amount of cash and the value (as determined by the Board in good faith) of any property contributed by the CCMP Investors to the Company, contributed from time to time.

h. "**Proceeds**" means, without duplication, all pre-tax: (i) cash proceeds actually received by the CCMP Investors from the disposition of the CCMP Investors Securities; (ii) cash dividends and other cash distributions actually received by the CCMP Investors in respect of the CCMP Investors Securities; and (iii) cash proceeds actually received by the CCMP Investors from the disposition of any non-cash proceeds (including non-cash dividends or other non-cash distributions) received in exchange for or in respect of the CCMP Investors Securities, provided, that, for the avoidance of doubt, in determining the amount of Proceeds paid to the CCMP Investors in respect of the CCMP Investors Securities, such amount shall exclude any Sponsor Fees paid by the Company or any of its Subsidiaries to the CCMP Investors or any of their affiliates, as applicable. For the avoidance of doubt, except as provided in Section 2(b), any property other than cash (including marketable securities) that the CCMP Investors receive or retain in connection with a Change in Control or otherwise shall not be treated as Proceeds received by the CCMP Investors, however, cash received by the CCMP Investors from the disposition of such property, if any, shall be treated as Proceeds if and when such cash actually is received by the CCMP Investors.

i. "**Restrictive Covenant Obligation**" means each of the restrictive covenants set forth Exhibit B hereto and other any noncompetition, nonsolicitation, confidentiality, intellectual property assignment or other similar covenants, agreements or obligations contained in any written agreement between the Participant and the Company or any of its Subsidiaries.

j. "**Shares**" means the shares of Class A Common Stock of the Company purchased by Participant pursuant to this Award Agreement.

k. "**Termination Date**" means the last day of active employment and does not include any period of non-working notice or any period for which pay in lieu of notice, termination pay, severance pay or any other monies in relation to the cessation of employment are paid.

12. Reserved.

13. Option Subject to Plan. By entering into this Award Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Option is subject to the terms and conditions of the Plan. Notwithstanding the foregoing, in the event of a conflict between any term hereof and a term of the Plan, the applicable term of this Award Agreement shall govern and prevail.

14. Stockholders' Agreement; Conditions and Restrictions on Shares. Shares received upon the exercise of the Option shall be subject to all of the terms and conditions of the Stockholders' Agreement, including all transfer restrictions set forth in Article 2 thereof. The Option may not be exercised prior to the Participant's execution of a joinder to the Stockholders' Agreement if the Participant is not a party to the Stockholders' Agreement prior to any such exercise. The certificates for Shares may include any legend that the Board deems appropriate to reflect any conditions and restrictions applicable to such Shares.

15. Choice of Law. This Award Agreement, and all claims or causes of action or other matters that may be based upon, arise out of or relate to this Award Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict- or choice-of-law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

16. Consent to Jurisdiction. The Company and the Participant, by their execution hereof, (a) hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware for the purposes of any claim or action arising out of or based upon this Award Agreement or relating to the subject matter hereof and agree that a final judgment in any such claim or action shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by applicable law; (b) hereby waive, to the extent not prohibited by applicable law, and agree not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that they are not subject personally to the jurisdiction of the above-named courts, that their property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named court is improper or that this Award Agreement or the subject matter hereof may not be enforced in or by such court; and (c) hereby agree not to commence any claim or action arising out of or based upon this Award Agreement or relating to the subject matter hereof other than before the above-named courts or to make any motion or take any other action seeking or intending to cause the transfer or removal of any such claim or action to any court other than the above-named courts whether on the grounds of inconvenient forum or otherwise. The Company and the Participant hereby consent to service of process in any such proceeding and agree that service of process by registered or certified mail, return receipt requested, at the address specified pursuant to Section 19, is reasonably calculated to give actual notice.

17. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO HEREBY

WAIVES AND COVENANTS THAT HE, SHE OR IT SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AWARD AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS SECTION 17 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH HE, SHE OR IT IS RELYING AND SHALL RELY UPON IN ENTERING INTO THIS AWARD AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 17 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF HIS, HER OR ITS RIGHT TO TRIAL BY JURY.

18. Shares Not Registered. Shares shall not be issued pursuant to this Award Agreement unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including, without limitation, the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded. Except as otherwise provided in the Stockholders' Agreement, the Company shall not be obligated to file any registration statement under any applicable securities laws to permit the purchase or issuance of any Shares, and accordingly, any certificates for Shares may have an appropriate legend or statement of applicable restrictions endorsed thereon. If the Company deems it necessary to ensure that the issuance of Shares under this Award Agreement is not required to be registered under any applicable securities laws, the Participant shall deliver to the Company an agreement containing such representations, warranties and covenants as the Company may reasonably require.

19. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto must be in writing and shall be deemed to have been given (a) when personally delivered or delivered by facsimile transmission with confirmation of delivery or (b) upon delivery after deposit with Federal Express or similar overnight courier service. A notice shall be addressed to the Company at its principal executive office, attention General Counsel, and to the Participant at the address that he/she most recently provided to the Company.

20. Entire Agreement. This Award Agreement, including the exhibits attached hereto, the Plan and the Stockholders' Agreement constitute the entire agreement and understanding among the parties hereto in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, whether oral or written and whether express or implied, and whether in term sheets, presentations or otherwise, among the parties hereto, or between any of them, with respect to the subject matter hereof.

21. Amendment; Waiver. No amendment or modification of any term of this Award Agreement shall be effective unless signed in writing by or on behalf of the Company and the Participant. No waiver of any breach or condition of this Award Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

22. Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Award Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant and the Participant's heirs, successors, legal representatives and permitted assigns. Nothing in this Award Agreement, express or implied, is intended to confer on any person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Award Agreement.

23. Signature in Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[signature page follows]

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

PQ GROUP HOLDINGS INC.

By: _____
Name:
Title:

PARTICIPANT

_____
Name:

BY SIGNING THIS AGREEMENT, PARTICIPANT AGREES TO BE BOUND BY THE RESTRICTIVE COVENANTS SET FORTH IN EXHIBIT B.

EXHIBIT A

NOTICE OF EXERCISE

PQ Group Holdings Inc.
300 Lindenwood Drive
Valleybrooke Corporate Center
Malvern, PA 19355
Attention: General Counsel

Date of Exercise: _____

Ladies & Gentlemen:

1. *Exercise of Option*. This constitutes notice to PQ Group Holdings Inc. (the "**Company**") that pursuant to my Nonqualified Stock Option Award Agreement, dated (the "**Award Agreement**"), I elect to purchase the number of Shares set forth below for the price set forth below. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Award Agreement. By signing and delivering this notice to the Company, I hereby acknowledge that I am the holder of the Option exercised by this notice and have full power and authority to exercise the same.

*Number of Shares as to which Option is exercised ("**Optioned Shares**"):*	_____
Shares to be issued in name of:	_____
Date of Grant:	_____
Total exercise price:	_____

2. *Delivery of Payment.* With this notice, I hereby deliver to the Company the full exercise price of the Optioned Shares and any and all withholding taxes due in connection with the exercise of my Option, or I have otherwise satisfied such requirements.

3. *Rights as Stockholder.* While the Company shall endeavor to process this notice in a timely manner, I acknowledge that until the issuance of the Optioned Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) and my satisfaction of any other conditions imposed by the Board pursuant to the Plan or as set forth in the Award Agreement, no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to such shares, notwithstanding the exercise of my Option. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance of the Optioned Shares.

4. *Interpretation*. Any dispute regarding the interpretation of this notice shall be submitted promptly by me or by the Company to the Board. The resolution of such a dispute by the Board shall be final and binding on all parties.

5. *Entire Agreement.* The Plan and the Award Agreement under which the Optioned Shares were granted are incorporated herein by reference, and together with this notice constitute the entire agreement of the parties with respect to the subject matter hereof.

Very truly yours,

Signature: _____

Name: _____

Social Security Number: _____

EXHIBIT B

RESTRICTIVE COVENANTS

1. Confidentiality. The Participant shall not, at any time whether during or after the Participant's period of employment with the Company or one of its Subsidiaries, without the prior written consent of the Company in each instance or as otherwise may be required by law or legal process, disclose to any Person any confidential information of the Company or one of its Subsidiaries, or utilize such confidential information for the Participant's own benefit, or for the benefit of any third party (other than the Company and its Subsidiaries). The Participant will take all reasonable steps necessary, or reasonably requested by the Company and its Subsidiaries, to ensure that all such information is kept confidential for the sole use and benefit of the Company and its Subsidiaries.

2. Non-Compete. During or after the Participant's period of employment with the Company or one of its Subsidiaries, the Participant shall not, directly or indirectly, engage or act as an executive, employee, employer, consultant, agent, principal, partner, stockholder, officer, director, licensor, lender, lessor or in any other individual or representative capacity for a competitor of the Company or one of its Subsidiaries or Affiliates or on behalf of any such competitor solicit any Person that was at the time of such termination and remains a customer or prospective customer or a supplier or prospective supplier of the Company or any of its Subsidiaries, provided, however, that Participant may be a stockholder in a mutual fund or a diversified investment company or a passive stockholder of not more than one percent (1%) of the outstanding stock of any class of a corporation that has a publicly traded class of equity securities.

3. Non-Solicit. During or after the Participant's period of employment with the Company or one of its Subsidiaries, the Participant shall not (x) solicit, entice, persuade or induce, directly or indirectly, any employee of any of the Company and its Subsidiaries (or any person who within the preceding one-hundred eighty (180) days was an employee of, any of the Company and its Subsidiaries) to (i) terminate such employee's employment with the Company and its Subsidiaries, (ii) refrain from extending or renewing the same (upon the same or new terms) at the expiration of such party's applicable employment term, (iii) refrain from rendering services to or for the Company and its Subsidiaries, (iv) become employed by or enter into a consulting or management relationship with any Persons other than the Company and its Subsidiaries, (v) enter into any other contractual relationship with any Persons other than the Company and its Subsidiaries that would materially or be reasonably likely to materially harm the business of the Company and its Subsidiaries, or (vi) enter into a relationship with a Competitor or (y) hire, or cause the hiring of, any such employee for any position other than with an Affiliate of the Company provided, however, nothing shall prevent Participant from engaging in general solicitations of employment not specifically directed at such Persons provided that any hiring of such Persons shall not occur as a result thereof.

Exhibit 10.8

FORM OF

RESTRICTED STOCK AGREEMENT

RESTRICTED STOCK AGREEMENT, dated as of , 20 (this "Agreement") between PQ Group Holdings Inc. (the "Company") and (the "Participant"). (Capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed to such terms in the PQ Group Holdings Inc. Stock Incentive Plan (formerly known as the Second Amended and Restated PQ Holdings Inc. Stock Incentive Plan; the "Plan"); provided that, if the Participant is party to an employment agreement with the Company or any of its Subsidiaries that is then in effect, the terms "Disability", "Retirement", "Cause" or "Good Reason" shall, if defined in such employment agreement, have the meanings ascribed to such terms in such employment agreement).

WHEREAS, the Participant is a valuable employee of the Company;

WHEREAS, the Company wishes to grant to the Participant the number of shares of Restricted Stock set forth on the signature page hereof; and

WHEREAS, the Restricted Stock shall consist of restricted shares of Class B common stock of the Company, par value $0.01 per share ("Restricted Class B Common Stock").

1. Plan. The Restricted Stock granted hereunder is being issued pursuant to and in accordance with the Plan and, as such, is subject in all respects to the Plan, all of the terms of which are made a part of and incorporated into this Agreement. In the event of any conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

2. Definitions.

(a) "Applicable Federal Rate" shall mean the applicable federal rate then in effect, as established by the U.S. Internal Revenue Service.

(b) "CCMP Investors" means CCMP Capital Investors III, L.P., a Delaware limited partnership, CCMP Capital Investors III (Employee), L.P., a Delaware limited partnership, Quartz Co-invest L.P., a Delaware limited partnership, CCMP Capital Investors III (AV-7), L.P., a Delaware limited partnership, CCMP Capital Investors III (AV-8), L.P., a Delaware limited partnership, CCMP Capital Investors III AV-9, L.P., a Delaware limited partnership and CCMP Capital Investors III AV-10, L.P., a Delaware limited partnership, together with their respective permitted transferees and controlled affiliates.

(c) "CCMP Investors Securities" means the equity securities of the Company or any of its subsidiaries acquired by the CCMP Investors from time to time.

(d) "Grant Date" means , 20 .

(e) "Liquidity Threshold Price" means, at any time, the lowest average closing trading price for Shares over any consecutive ten (10) day trading period that, when multiplied by the number of the CCMP Investors Securities then held by the CCMP Investors and then added to the Proceeds received by the CCMP Investors prior to the start of such period, would yield an MOI that is greater than or equal to .

(f) "Measurement Date" means any date upon which Proceeds are received by the CCMP Investors.

(g) "MOI" means, as of the Measurement Date, the quotient obtained by dividing (i) the sum of Proceeds received on such Measurement Date and all prior Measurement Dates, by (ii) the Principal Investment.

(h) "Performance Shares" means shares of Restricted Stock which shall vest, if at all, as provided inSection 5(b).

(i) "Principal Investment" means the sum, without duplication, of: (i) the aggregate consideration paid by the CCMP Investors to acquire the CCMP Investors Securities, plus (ii) the amount of cash and the value (as determined by the Board in good faith) of any property contributed by the CCMP Investors to the Company, contributed from time to time.

(j) "Primary Restrictive Covenant Obligation" means any noncompetition or nonsolicitation covenant, agreement or obligation contained in any written agreement between the Participant and the Company or any of its Subsidiaries

(k) "Proceeds" means, without duplication, all pre-tax: (i) cash proceeds actually received by the CCMP Investors from the disposition of the CCMP Investors Securities; (ii) cash dividends and other cash distributions actually received by the CCMP Investors in respect of the CCMP Investors Securities; and (iii) cash proceeds actually received by the CCMP Investors from the disposition of any non-cash proceeds (including non-cash dividends or other non-cash distributions) received in exchange for or in respect of the CCMP Investors Securities, provided, that, for the avoidance of doubt, in determining the amount of Proceeds paid to the CCMP Investors in respect of the CCMP Investors Securities, such amount shall exclude any Sponsor Fees paid by the Company or any of its Subsidiaries to the CCMP Investors or any of their affiliates, as applicable. For the avoidance of doubt, except as provided in Section 5(b)(iii), any property other than cash (including marketable securities) that the CCMP Investors receive or retain in connection with a Change in Control or otherwise shall not be treated

as Proceeds received by the CCMP Investors, however, cash received by the CCMP Investors from the disposition of such property, if any, shall be treated as Proceeds if and when such cash actually is received by the CCMP Investors.

(l) "Restrictive Covenant Obligation" means any noncompetition, nonsolicitation, confidentiality, intellectual property assignment or other similar covenants, agreements or obligations contained in any written agreement between the Participant and the Company or any of its Subsidiaries.

(m) "Service Shares" means shares of Restricted Stock which shall vest, if at all, as provided in Section 5(a).

(n) "Shares" means the shares of Restricted Class B Common Stock granted pursuant to this Agreement.

(o) "Sponsor Fees" means sponsor fees, transaction fees and other similar items paid to the CCMP Investors or any affiliated investment manager by the Company or its Subsidiaries or taken out of the proceeds of any transaction with the Company or any of the Subsidiaries or in connection with the acquisition or disposition of the CCMP Investors Securities (or dividends or distributions on the CCMP Investors Securities).

(p) "Start Date" means , 20 .

3. Grant of Restricted Stock. Subject to the terms and conditions of this Agreement and the Plan, and subject to (i) the Participant becoming a party to the Stockholders Agreement and (ii) the Participant's delivery to the Company of duly executed and undated instruments of transfer or assignment in blank, to be used by the Company only for transfers required under the Plan, this Agreement or the Stockholders Agreement, the Company hereby evidences and confirms its grant to the Participant, effective as of the Grant Date of the number of Service Shares and Performance Shares set forth on the signature page hereof. Upon grant, one or more stock certificates registered in the Participant's name and representing the Restricted Stock, which certificates shall bear the legends set forth in Section 11(b), will be delivered on behalf of the Participant to the Secretary of the Company, to be held in custody (but only consistent with the terms and conditions of this Agreement) until the later of the date (i) they become vested in accordance with Section 5 and (ii) the Participant requests such instrument from the Company.

4. Forfeiture Risk. The Participant hereby (i) appoints the Company as the limited attorney-in-fact of the Participant to take such actions as may be necessary or appropriate solely to effectuate a transfer of the record ownership of any such shares that are unvested and forfeited hereunder and (ii) agrees to sign such stock powers and take such other actions as the Company may reasonably request to accomplish the transfer of any unvested Shares that are forfeited hereunder. The Company does hereby indemnify and hold harmless the Participant from any wrongful use of the power of attorney granted above.

5. Vesting.

(a) Service Shares. .

(b) Performance Shares. .

6. Normal Forfeiture Date. All unvested Performance Shares shall be forfeited upon a Change in Control that results in the CCMP Investors no longer holding any shares of Class B Common Stock.

7. Restrictions on Transfer. The Shares are subject to the transfer restrictions contained in the Stockholders Agreement. In addition, unvested Restricted Stock may not be Transferred, other than by will or by the laws of descent and distribution or with the consent of the Company, which consent will not be unreasonably withheld in the case of a Transfer following Retirement, and provided that the deceased Participant's beneficiary or the representative of his or her estate or such transferee, as applicable, acknowledges and agrees in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of the Plan, this Agreement and the Stockholders Agreement as if such beneficiary, estate or other transferee were the Participant.

8. Termination of Service.

(a) Service Shares.

(i) Termination for death, Disability, Retirement, by the Company without Cause. Upon the Participant's Termination of Service due to death, Disability, Retirement, by the Company without Cause or, if the Participant is party to an employment agreement with the Company or any of its Subsidiaries then in effect that provides for termination of the Participant's employment for Good Reason, a Termination of Service by the Participant for Good Reason, a number of the Participant's Service Shares shall vest equal to the number of Service Shares that would have vested during the two year period following the date of the Participant's Termination of Service (such number of Service Shares that vest pursuant to this Section 8(a)(i), the "Additional Vested Shares") (provided that, notwithstanding anything to the contrary in this Agreement, the Additional Vested Shares shall be forfeited for no consideration in the event that the Participant breaches any Primary Restrictive Covenant Obligation or materially breaches any other Restrictive Covenant Obligation or if the Participant fails to execute a release of claims (in substantially the form attached to any employment agreement between the Participant and the Company or any of its Subsidiaries then in effect) that becomes effective and irrevocable in accordance with its terms within forty five (45) days following the date of Termination of Service);

(ii) Termination for Cause. Upon the Participant's Termination of Service by the Company for Cause, all of the Participant's Service Shares, vested and unvested, shall be forfeited;

(iii) Termination for Any Other Reason. Upon the Participant's Termination of Service other than as set forth inSections 8(a)(i) and 8(a)(ii), any unvested Service Shares shall be forfeited; and

(iv) Any Service Shares that remain unvested on the date of the Participant's Termination of Service after giving effect to clauses (i), (ii) and (iii) of this Section 8(a), shall be forfeited as of the date of the Participant's Termination of Service.

(b) Performance Shares.

(i) Termination for death, Disability, Retirement, by the Company without Cause. Upon the Participant's Termination of Service due to death, Disability, Retirement, by the Company without Cause or, if the Participant is party to an employment agreement with the Company or any of its Subsidiaries then in effect that provides for termination of the Participant's employment for Good Reason, a Termination of Service by the Participant for Good Reason, any unvested Performance Shares shall vest if the CCMP Investors shall have received Proceeds resulting in an MOI of at least on or before the six month anniversary of the Participant's termination of employment;

(ii) Termination for Cause. Upon the Participant's Termination of Service by the Company for Cause, all of the Participant's Performance Shares, vested and unvested, shall be forfeited;

(iii) Termination for Any Other Reason. Upon the Participant's Termination of Service for any reason other than as set forth inSections 8(b)(i) or 8(b)(ii), any unvested Performance Shares shall be forfeited; and

(iv) Any Performance Shares that remain unvested on thesix-month anniversary of the Participant's Termination of Service after giving effect to clauses (i), (ii) and (iii) of this Section 8(b), shall be forfeited as of the date of the Participant's Termination of Service.

9. Repurchase Right on Termination of Service Prior to a Public Offering.

(a) Rights of the Company. Upon a Participant's Termination of Service for any reason prior to a Public Offering, or, if the Participant breaches any Primary Restrictive Covenant Obligation or materially breaches any other Restrictive Covenant Obligation, the Company may elect to purchase all or a portion of the Shares by written notice to the Participant delivered on or before the later of the six-month anniversary of

such termination or the six-month anniversary of the day the Company discovers (the "Discovery Date") that the Participant has breached any Primary Restrictive Covenant Obligation or materially breached any other Restrictive Covenant Obligation, as applicable.

(b) Purchase Price. The purchase price per Share pursuant to this Section 9 upon a Termination of Service for death, Disability, Retirement, by the Company without Cause or, if the Participant is party to an employment agreement with the Company or any of its Subsidiaries then in effect that provides for termination of the Participant's employment for Good Reason, a Termination of Service by the Participant for Good Reason, shall equal the Fair Market Value as of the date of termination. The purchase price per Share upon a Termination of Service for any other reason or in the event the Participant has breached any Primary Restrictive Covenant Obligation or materially breached any other Restrictive Covenant Obligation shall equal the lesser of (i) the Fair Market Value of such Share as of the termination date and (ii) the Fair Market Value of such Share at the Grant Date.

(c) Closing of Purchase; Payment of Purchase Price. Subject to Section 9(e), the closing of a purchase pursuant to this Section 9 shall take place at the principal office of the Company no later than the date that is 30 days after the six-month anniversary of the termination date or Discovery Date, as applicable. At the closing, (i) the Company shall, subject to Section 9(d), pay the Purchase Price to the Participant (or the Participant's estate) and (ii) the Participant (or the Participant's estate) shall deliver to the Company such certificates or other instruments representing the Shares so purchased, appropriately endorsed by the Participant (or the Participant's estate) or directing that the Shares be so transferred to the purchaser thereof, as the Company may reasonably require. If the Closing of the purchase occurs prior to the Discovery Date, the Participant shall, within 30 days of notice from the Company of the breach of the Primary Restrictive Covenant Obligation or material breach of any other Restrictive Covenant Obligation, pay the Company the excess, if any, of the repurchase price paid over the lower price payable due to the breach of the Primary Restrictive Covenant Obligation or material breach of any other Restrictive Covenant Obligation.

(d) Application of the Purchase Price to Certain Loans or Other Obligations. The Company shall be entitled to apply any amounts otherwise payable pursuant to this Section 9 to discharge any indebtedness for borrowed money of the Participant to the Company or any of its Subsidiaries or such indebtedness of the Participant that is guaranteed by the Company or any of its Subsidiaries.

(e) Certain Restrictions on Repurchases; Delay of Repurchase. Notwithstanding any other provision of this Agreement, the Company shall not be permitted or obligated to make any payment with respect to a repurchase of any Shares from the Participant if (i) such repurchase (or the payment of a dividend by a Subsidiary to the Company to fund such repurchase) would result in a violation of the terms or

provisions of, or result in a default or an event of default under any guaranty, financing or security agreement or document entered into by the Company or any Subsidiary from time to time (the "Financing Agreements"), (ii) such repurchase would violate any of the terms or provisions of the Certificate of Incorporation of the Company or (iii) the Company has no funds legally available to make such payment under the General Corporation Law of the State of Delaware. If a repurchase by the Company otherwise permitted under this Section 9 is prevented by the terms of the preceding sentence: (i) the purchase and payment of the applicable Purchase Price shall be postponed and will take place at the first opportunity thereafter when the Company has funds legally available to make such payment and when such payment will not result in any default, event of default or violation under any of the Financing Agreements or in a violation of any term or provision of the Certificate of Incorporation of the Company, (ii) such repurchase obligation shall rank against other similar repurchase obligations with respect to shares of Common Stock according to priority in time of the termination date giving rise to such repurchase (provided that any repurchase commitment arising from a Termination of Service because of Disability or death shall have priority over any other repurchase obligation) and (iii) the Purchase Price (except in the case of a termination for Cause or following the Participant's breaching a Restrictive Covenant Obligation) shall be increased by an amount equal to interest on such Purchase Price for the period during which payment is delayed at the Applicable Federal Rate.

10. Right to Retain Shares. If the option of the Company to purchase the Shares pursuant to Section 9 is not exercised with respect to all of the Shares, the Participant shall be entitled to retain the remaining Shares, although those Shares shall remain subject to all of the other provisions of this Agreement and the Stockholders Agreement.

11. Participant's Representations, Warranties, Covenants and Agreements.

(a) Investment Intention. Participant represents and warrants that the Participant is acquiring the Shares solely for the Participant's own account for investment and not with a view to, or for sale in connection with, any distribution thereof. The Participant agrees that the Participant will not, directly or indirectly, offer, transfer, sell, pledge, hypothecate or otherwise dispose of any of the Restricted Stock (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of any Restricted Stock), or any interest therein or any rights relating thereto, except in compliance with the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder, and in compliance with all applicable state or non-U.S. securities or "blue sky" laws and the Stockholders Agreement. The Participant further understands, acknowledges and agrees that none of the Shares may be transferred, sold, pledged, hypothecated or otherwise disposed of (i) unless (A) such disposition is pursuant to an effective registration statement under the Securities Act or other applicable non-U.S. securities laws, (B) the Participant shall have delivered to the Company an opinion of counsel, which opinion and counsel shall be

reasonably satisfactory to the Company, to the effect that such disposition is exempt from the provisions of section 5 of the Securities Act, (C) a no-action letter from the Commission, reasonably satisfactory to the Company, shall have been obtained with respect to such disposition, or (D) following a Public Offering, in an exempt transaction under Rule 144, (ii) unless such disposition is pursuant to registration under any applicable state andnon-U.S. securities laws or an exemption therefrom and (iii) unless the applicable provisions of the Plan, this Agreement and the Stockholders Agreement shall have been complied with or have expired.

(b) Legends. The Participant acknowledges that any certificate evidencing the Shares shall bear the following legends:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND ARE "RESTRICTED SECURITIES" AS DEFINED IN RULE 144 PROMULGATED UNDER THE ACT. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TRANSFER, REPURCHASE AND OTHER PROVISIONS OF A STOCKHOLDERS AGREEMENT, A RESTRICTED STOCK AGREEMENT, AND THE PQ GROUP HOLDINGS INC. STOCK INCENTIVE PLAN (FORMERLY KNOWN AS THE SECOND AMENDED AND RESTATED PQ HOLDINGS INC. STOCK INCENTIVE PLAN; THE "PLAN") (COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE COMPANY). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH STOCKHOLDERS AGREEMENT, RESTRICTED STOCK AGREEMENT AND PLAN AND (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (B) IN COMPLIANCE WITH RULE 144 OR OTHER APPLICABLE NON-U.S. LAWS OR (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH STOCKHOLDERS AGREEMENT, RESTRICTED STOCK AGREEMENT AND PLAN."

(c) Securities Law Matters. The Participant acknowledges receipt of advice from the Company that (i) the Restricted Stock has not been registered (or the equivalent) under the Securities Act or any state or non-U.S. securities or "blue sky" laws, (ii) it is not anticipated that there will be any public market for the Restricted Stock, (iii) the Restricted Stock must be held indefinitely and the Participant must continue to bear the economic risk of the investment in the Restricted Stock unless the Restricted Stock is subsequently registered under the Securities Act and such state or non-U.S. laws or an

exemption from registration (or the equivalent) is available, (iv) Rule 144 promulgated under the Securities Act ("Rule 144") is not presently available with respect to sales of securities of the Company and the Company has made no covenant to make Rule 144 available, (v) when and if the Restricted Stock may be disposed of without registration in reliance upon Rule 144 (or other applicable non-U.S. law), such disposition can generally be made only in limited amounts in accordance with the terms and conditions of such rule, (vi) the Company does not plan to file reports with the Commission or other applicable securities regulatory authority or make information concerning the Company publicly available unless required to do so by law or agreement, (vii) if the exemption afforded by Rule 144 is not available, sales of the Restricted Stock may be difficult to effect because of the absence of public information concerning the Company, (viii) restrictive legends in the form heretofore set forth shall be placed on the certificates representing the Restricted Stock and (ix) a notation shall be made in the appropriate records of the Company indicating that the Restricted Stock is subject to restrictions on transfer set forth in this Agreement (including, but not limited to, the Stockholders Agreement as incorporated by reference herein) and, if the Company should in the future engage the services of a stock transfer agent, appropriate stop-transfer restrictions will be issued to such transfer agent with respect to the Restricted Stock.

(d) Compliance with Rule 144. If any of the Restricted Stock is to be disposed of in accordance with Rule 144, the Participant shall transmit to the Company an executed copy of Form 144 (if required by Rule 144) no later than the time such form is required to be transmitted to the Commission for filing and such other documentation as the Company may reasonably require to assure compliance with Rule 144 in connection with such disposition.

(e) Investor Status. The Participant represents and warrants that, as of the date hereof, the Participant is an officer, employee or director of the Company or a Subsidiary.

12. Representations, Warranties and Agreements of the Company.

(a) Due Organization, etc.. The Company represents and warrants to the Participant that (i) the Company has been duly organized and is an existing corporation in good standing under the laws of the State of Delaware, (ii) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (iii) the Restricted Stock, when issued, delivered and paid for in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

13. Dividends, etc. The Participant shall not be entitled to receive dividends or other distributions on the Restricted Stock granted hereunder during such time as the shares are not vested. Instead, the Participant shall be entitled to receive a grant of Dividend Equivalents in respect of all dividends or other distributions paid with respect to unvested

Shares of which the Participant is the record owner on the record date for such dividend or distribution at the same time dividends or distributions are paid, which Dividend Equivalents shall vest on the date the Restricted Stock with respect to which the Dividend Equivalent was granted (the "Related Share") vests and shall be forfeited on the date the Related Share is forfeited. Dividend Equivalents shall be settled in cash (with respect to dividends or distributions paid in cash) or with respect to dividends or distributions paid in property, in property or, at the Company's option, the cash value thereof within 90 days after the Dividend Equivalent vests, but no later than March 15 of the year after such Dividend Equivalent vests, provided that, with respect to any Dividend Equivalent that is subject to Section 409A of the Code, no settlement shall be made upon vesting due to Retirement until the Participant's Separation from Service and shall be subject to delay as provided in Section 14.10 of the Plan. Any property (other than cash) distributed with respect to a Share or a Related Share (the "Associated Share") acquired hereunder, including without limitation a distribution of Shares by reason of a stock dividend, stock split or otherwise, or a distribution of other securities with respect to an Associated Share, shall be subject to the restrictions of this Agreement in the same manner and for so long as the Associated Share remains subject to such restrictions, and shall be promptly forfeited if and when the Associated Share is so forfeited. The Participant shall be entitled to (i) receive all dividends or other distributions at the time (and within the same calendar year) as such dividends or distributions are paid with respect to those vested Shares of which the Participant is the record owner on the record date for such dividend or other distribution and (ii) subject to the terms of the Stockholders Agreement, vote any Shares of which the Participant is the record owner on the record date for such vote.

14. [Intentionally Omitted.]

15. Restrictive Covenant Obligation. The Participant agrees and acknowledges that each Restrictive Covenant Obligation has been made in consideration of: (a) the Restricted Stock granted herein; (b) the Participant's ongoing employment by the Company or a Subsidiary; (c) the importance of protecting the confidential information of the Company, its Subsidiaries and its Affiliates and their other legitimate interests, including without limitation the valuable confidential information and goodwill that they have developed or acquired; (d) the Participant being granted access to trade secrets and other confidential information of the Company, its Subsidiaries and its Affiliates; and (e) other good and valuable consideration.

16. Miscellaneous.

(a) Administration. The Plan and this Agreement shall be administered by the Board, as provided in the Plan.

(b) Binding Effect; Benefits; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, heirs, executors and assigns. Nothing in this Agreement, express or implied,

is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors, heirs, executors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Participant without the prior written consent of the other party; provided that the Company shall have the right to assign any and all rights under Section 9.

(c) Amendment. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Participant and the Company.

(d) Entire Agreement. This Agreement, the Stockholders Agreement and any employment agreement that the Participant has entered into with the Company or any of its Subsidiaries constitute the entire agreement between the Participant and the Company with respect to the subject matter hereof, and supersede all undertakings and agreements, whether oral or in writing, previously entered into by the parties with respect thereto.

(e) Tax Withholding. Whenever any cash or other payment is to be made hereunder or with respect to the Restricted Stock (including but not limited to any deemed payment upon grant, the making of any tax election or vesting of a Share or other right), the Company or the Subsidiary employing a Participant shall have the power to withhold, or to require such Participant to remit to the Company or such Subsidiary, an amount (in cash, from other compensation payable to the Participant, or in Shares, including Restricted Stock) sufficient to satisfy all U.S. federal, state, local and any non-U.S. withholding tax or other governmental tax, charge or fee requirements in respect of any Shares granted under this Agreement and the Company or such Subsidiary may withhold the payment of cash or other payment until such requirements are satisfied.

(f) No Right to Continued Employment. Nothing in the Plan or this Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate the Participant's employment at any time, or confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries.

(g) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy of this Agreement as a fully binding original.

(i) Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE APPLICATION OF RULES OF CONFLICT OF LAW THAT WOULD APPLY THE LAWS OF ANY OTHER JURISDICTION.

—Signature page follows—

IN WITNESS WHEREOF, the Company and the Participant have executed this Agreement as of the date first above written.

PQ GROUP HOLDINGS INC.

By: _____
Name:
Title:

[Signature Page to Restricted Stock Agreement]

PARTICIPANT

By: _____

Service Shares: shares of Class B Common Stock

Performance Shares: shares of Class B Common Stock

[Signature Page to Restricted Stock Agreement]

Exhibit 21.1

SUBSIDIARIES OF PQ GROUP HOLDINGS INC.

ENTITY	JURISDICTION
PQ Group Holdings Inc.	Delaware
PQ Holdings Inc.	Delaware
CPQ Midco I Corporation	Delaware
PQ Corporation	Pennsylvania
PQ Holdings I Limited	United Kingdom
PQ Intermediate Limited	United Kingdom
PQ Germany GmbH	Germany
PT PQ Silicas Indonesia	Indonesia
PQ Sweden A.B.	Sweden
PQ Finland Oy	Finland
PQ Silicas Holdings South Africa Pty Ltd.	South Africa
PQ Silicas South Africa Pty Ltd.	South Africa
Quaker Chemicals South Africa Pty Ltd.[1]	South Africa
PQ International Holdings Inc.	Delaware
PQ Netherlands Holding LLC	Delaware
Potters International Holdings S.à.r.l.	Luxembourg
Potters Leveraged Lender LLC	Delaware
PQ Silicas Asia Pacific Pte Ltd.	Singapore
PQ Silicates Ltd.[2]	Taiwan
PQ International C.V.	Netherlands
PQ Netherlands Cooperative LLC	Delaware
PQ International Coöperatie U.A.	Netherlands
PQ Silicas Brazil Ltda.	Brazil
PQ Acquisition B.V.	Netherlands
PQ Canada Company	Canada
PQ Australia LLC	Delaware
NSL Australia Company	Canada
NSL Canada Company	Canada
National Silicates Partnership	Canada
PQ Europe Coöperatie U.A.	Netherlands
PQ Europe ApS	Denmark
PQ Silicas B.V.	Netherlands
PQ Zeolites B.V.	Netherlands
Zeolyst C.V.[3]	Netherlands
PQ Italy S.r.l.	Italy
PQ France S.A.S.	France
PQ Silicas UK Limited	United Kingdom
PQ Chemicals (Thailand) Limited	Thailand
PQ Holdings Mexicana, S.A. de C.V.[4]	Mexico
Silicatos y Derivados, S.A. de C.V.	Mexico
PQ China (Hong Kong) Limited	Hong Kong
PQ (Tianjin) Silicates Technology Co., Ltd	China
PQ Holdings Australia Pty Limited	Canada

1 Represents a joint venture company of which the registrant indirectly owns 49% of the voting equity.
2 Represents a joint venture company of which the registrant indirectly owns 50% of the voting equity.
3 Represents a joint venture company of which the registrant indirectly owns 50% of the voting equity.
4 Represents a joint venture company of which the registrant indirectly owns 80% of the voting equity.

PQ Australia Pty. Limited	Australia
PQ Mexico Holdings B.V.	Netherlands
Zeolyst International[5]	Kansas
Eco Services Operations Corp.	Delaware
PQ Asia Inc.	Delaware
Potters Netherlands Holding LLC	Delaware
Potters Netherlands Holdings I C.V.	Netherlands
Potters Netherlands Holdings II B.V.	Netherlands
Delpen Corporation	Delaware
Commercial Research Associates, Inc.	Pennsylvania
PQ Systems Incorporated	Pennsylvania
PQ Export Company	Delaware
PQ International, Inc.	Pennsylvania
Philadelphia Quartz Company	Pennsylvania
Potters Holdings GP, Ltd.	Cayman Islands
Potters Holdings, LP	Cayman Islands
Potters Holdings II GP, LLC	Delaware
Potters Holdings II, LP	Delaware
Potters Industries Holding, Inc.	Delaware
Potters Industries, LLC	Delaware
SAJB Holding Company, LLC	Delaware
Potters Ballotini S.A.S.	France
Societe Recyclage Produit Verrier Industriels SAS	France
Interminglass Sp. Z.o.o.	Poland
Interminglass Holding Sp. z.o.o.	Poland
Potters (Thailand) Limited[6]	Thailand
Potters Industries Acquisition Pty. Ltd.	Australia
Potters Industries Pty. Ltd.	Australia
Potters Industrial Limitada	Brazil
Potters Canada Holding Company	Canada
Potters Canada Holding II Company	Canada
PNA Partnership	Canada
Potters-Ballotini Co., Ltd.	Japan
Potters Nederland B.V.	Netherlands
Ballotini Panamericana S. de R.L. de C.V.	Mexico
Potters Ballotini Acquisition GmbH	Germany
Potters Ballotini GmbH	Germany
Potters Ballotini Ltd.	United Kingdom
Northern Cullet Ltd.	United Kingdom

5 Represents a joint venture company of which the registrant indirectly owns 50% of the voting equity.

6 Represents a joint venture company of which the registrant indirectly owns approximately 75% of the voting equity.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement onForm S-1 of PQ Group Holdings Inc. of our report dated June 9, 2017 relating to the financial statements, and financial statement schedule, which appears in such Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Philadelphia, PA

June 9, 2017

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated May 15, 2015, except for Note 12 and Note 20, as to which the date is June 8, 2017, relating to the consolidated financial statements of Eco Services Operations LLC and subsidiary (accounting predecessor to PQ Group Holdings Inc.) for the period from inception (July 30, 2014) to December 31, 2014 (Successor Period) and Eco, a business unit of Solvay USA Inc., for the period from January 1, 2014 to November 30, 2014 (Predecessor Period) (which report expresses an unqualified opinion and includes an emphasis of matter paragraph referring to the "carveout" of the predecessor financial statements from Solvay USA Inc.) appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading "Experts" in such Prospectus.

/s/ DELOITTE & TOUCHE LLP

Parsippany, New Jersey
June 8, 2017

Exhibit 23.3

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in this Registration Statement onForm S-1 of PQ Group Holdings Inc. of our report dated March 5, 2016 relating to the financial statements of PQ Holdings Inc., which appears in such Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Philadelphia, PA

June 9, 2017