

# Financial Covenants\*



<i>As of (unaudited)</i>	<u>June 26, 2010</u>
Minimum adjusted net worth required:	
Base net worth per financial covenant	\$ 268.4
Plus 50% of net income after December 31, 2005, as adjusted	326.4
Plus net increase from equity issuances, certain share repurchase, etc.	(3.6)
Less reduction resulting from goodwill and intangible asset impairment charges recorded since July 1, 2007	<u>(46.1)</u>
<b>Adjusted net worth required**</b>	<b><u>\$ 545.1</u></b>
Company's adjusted net worth:	
Total shareholders' equity as of end of reporting period	\$ 683.9
Plus reductions resulting from foreign currency translation adjustments since year end 2005, net of equity hedges	44.4
Less increases resulting from tax benefit of employee stock option exercises	(35.3)
Plus reduction resulting from cash flow hedges since year end 2005	16.4
Plus reduction resulting from pension and post-retirement adjustments	21.2
Plus reduction resulting from change in accounting principle related to uncertain tax positions	<u>2.2</u>
<b>Adjusted net worth</b>	<b><u>\$ 732.8</u></b>

\* Amounts and calculations are based on the definitions and provisions of the Company's \$800 million Credit Agreement dated September 28, 2007.

\*\* The adjusted net worth requirement increases quarterly by 50 percent of the Company's consolidated net income, adjusted to eliminate up to \$75 million of goodwill and intangible asset impairment charges recorded after July 1, 2007. There is no adjustment for losses.

\*\*\* The Company's fixed charge ratio is required to be in excess of 1.40 through the end of the third quarter of 2010, at which point the requirement increases to 1.50 in the fourth quarter of 2010 and thereafter. The leverage ratio must be below 2.50. The fixed charge and leverage covenants are based upon trailing four quarter amounts.

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	<b>June 26, 2010</b>
<i>Four quarters ended (unaudited)</i>	
Adjusted covenant earnings:	
Net income	\$ 221.5
Add:	
Depreciation and amortization	52.3
Gross interest expense	30.7
Provision for income taxes	71.0
Pretax non-cash re-engineering and impairment charges	1.1
Equity compensation	13.2
Deduct:	
Gains on land sales, insurance recoveries, etc.	(11.8)
Total adjusted covenant earnings	\$ 378.0
Gross interest expense	\$ 30.7
Less amortization and write off of debt costs	(1.1)
Equals cash interest	\$ 29.6
Capital expenditures	\$ 50.7
Less amount excluded per credit agreement	(7.1)
Equals adjusted capital expenditures	\$ 43.6
Fixed charge coverage ratio:	
Adjusted covenant earnings	\$ 378.0
Less:	
Adjusted capital expenditures	(43.6)
Cash taxes paid	(91.4)
Subtotal	\$ 243.0
Divided by sum of:	
Scheduled debt payments	\$ 2.9
Dividends and restricted payments	59.1
Cash interest	29.6
Subtotal	\$ 91.6
<b>Fixed charge coverage ratio***</b>	<b>2.65</b>
Consolidated total debt	\$ 424.1
Divided by adjusted covenant earnings	378.0
<b>Leverage ratio***</b>	<b>1.12</b>

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